

FILE NO. 150450

Petitions and Communications received from April 27, 2015, through May 4, 2015, for reference by the President to Committee considering related matters, or to be ordered filed by the Clerk on May 12, 2015.

**Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information will not be redacted.**

From concerned citizen, regarding homeless encampments. Copy: Each Supervisor. (1)

From Superior Court, regarding notice of commencement of action to file CEQA petition. File No. 140578. Copy: Each Supervisor. (2)

From Superior Court, regarding notice of election to prepare administrative record to file CEQA petition. File No. 140578. Copy: Each Supervisor. (3)

From Superior Court, regarding proof of service for Case No. CPF-15-514268. File No. 141244. Copy: Each Supervisor. (4)

From Superior Court, regarding petition for writ of mandate. File No. 141244. Copy: Each Supervisor. (5)

From Patrick Hendricks, regarding the use of wild or exotic animals in entertainment. Copy: Each Supervisor. (6)

From Economic and Workforce Development, submitting request for appropriation of memberships for FY2015-2016. Copy: Each Supervisor. (7)

From GESD Capital Partners, LLC, submitting annual compliance for California Pacific Medical Center development agreement. File No. 150439. Copy: Each Supervisor. (8)

From Clerk of the Board, submitting organization memberships and costs. Copy: Each Supervisor. (9)

From Recreation and Park, submitting report for FY2014-2015 3<sup>rd</sup> quarter pertaining to lead poisoning prevention. Copy: Each Supervisor. (10)

From Board of Appeals, regarding notice requirements for permits in the removal of illegal residential units. Copy: Each Supervisor. (11)

From various organizations, regarding real estate transaction involving Port property with Teatro ZinZanni and Kenwood. 2 letters. File No. 150331. Copy: Each Supervisor. (12)

From Fish and Game, submitting notice of proposed regulatory action relating to the prohibition on the use of lead projectiles and ammunition. Copy: Each Supervisor. (13)

From Fish and Game, submitting notice of proposed regulatory action relating to waterfowl for the 2015-2016 season. Copy: Each Supervisor. (14)

From Mary Bull and Robert Krebsbach, regarding CleanPowerSF. Copy: Each Supervisor. (15)

From Dennis Hong, regarding 160 West Portal project. Copy: Each Supervisor. (16)

From Sunshine Ordinance Task Force, reporting notice of members excessive absences. Copy: Each Supervisor. (17)

From Wu Yee Children's Services, submitting a letter of recommendation for Alyson Lee Suzuki for the Department of Children, Youth and Their Families Oversight and Advisory Council. Copy: Each Supervisor. (18)

From Dennis Hong, regarding broadband internet access. File No. 140832. Copy: Each Supervisor. (19)

From Public Health, submitting waiver request for Loomis Armored. Copy: Each Supervisor. (20)

From Civil Service Commission, submitting prevailing wage certification legislation. Copy: Each Supervisor. (21)

From Fish and Game, submitting notice of findings on the Livermore Tarplant. Copy: Each Supervisor. (22)

From Controller, submitting report on inventory controls of the Recreation and Park Storeroom and Structural Maintenance Division. (23)

From Contract Monitoring, submitting equal benefits compliance verification procedures. Copy: Each Supervisor. (24)

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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors  
**Subject:** FW: Homeless Encampments

-----Original Message-----

From: My Ipad [<mailto:short.creek@yahoo.com>]  
Sent: Monday, May 04, 2015 11:39 AM  
To: Board of Supervisors, (BOS)  
Subject: Homeless Encampments

Dear Board of Supervisors: I fully support the enforcement of the no sleeping/camping laws in SF parks and around The City in general. I am on a fixed income and have lived in Lower Nob Hill for 30 years. I like to recreate in the parks, but am frequently discouraged due to homeless encampments, whether they have pitched tents, are just sprawled out/passed out, or are urinating/defecating, they render the area unsafe and prevent others from using grassy areas and benches. This also goes for City sidewalks, Muni/BART stations, and bus shelters; I'm tired of having to maneuver around people expropriating our public spaces and I'm tired of smelling and seeing urine and feces when I am walking around The City. Also, as I'm sure you know because it is right out your window, Civic Center and United Nations Plazas are disgusting shitholes. That's truly sad if the Mayor and Board of Supervisors can't or won't even enforce the laws right under your noses. It is only a matter of time before the disgraceful homeless/loitering problems begin to affect the tourism industry, if they haven't already. Please take a stand against the Homeless/Industrial Complex and the Poverty Pimps. Please continue to enforce the laws or even make new laws so that regular citizens/taxpayers/voters and visitors can enjoy a clean and safe City. Thank you.

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BOARD OF SUPERVISORS  
SAN FRANCISCO

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ENDORSED  
FILED  
Superior Court of California  
County of San Francisco

File:  
140578

APR 28 2015

CLERK OF THE COURT  
BY: ROSSALY DE LA VEGA  
Deputy Clerk

1 KATHRYN R. DEVINCENZI (SB #70630)  
2 Law Office of Kathryn R. Devincenzi  
22 Iris Avenue  
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Telephone: (415) 221-4700  
4 Facsimile: (415) 346-3225  
Email: KRDevincenzi@gmail.com

5 Attorney for Petitioner and Plaintiff  
6 San Franciscans for Livable Neighborhoods

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF SAN FRANCISCO  
9 UNLIMITED JURISDICTION

10 SAN FRANCISCANS FOR LIVABLE  
11 NEIGHBORHOODS, an unincorporated  
association,

12 Petitioner and Plaintiff,

13 vs.

14 CITY AND COUNTY OF SAN  
15 FRANCISCO and DOES I-X,

16 Respondents and Defendants.

Case No. CPF - 15 - 514283

17 NOTICE OF COMMENCEMENT OF  
18 ACTION

19 California Environmental Quality Act  
(CEQA)

20 TO THE CITY AND COUNTY OF SAN FRANCISCO:

21 In accordance with Public Resources Code §21167.5, you are hereby notified that on April  
22 28, 2015, SAN FRANCISCANS FOR LIVABLE NEIGHBORHOODS will commence the above-  
23 entitled action against you. The action concerns the City's failure to comply with the requirements  
24 of the California Environmental Quality Act, Public Resources Code §§ 21000 *et seq.*, in approving  
25 an Addendum to the Final Environmental Impact Report for the San Francisco 2004 and 2009  
26 Housing Element and issuing the related adoption of the 2014 Housing Element of the City's  
27 General Plan pursuant to that Addendum, while an appeal was pending in the California Court of  
28 Appeal concerning the legal adequacy of the Final Environmental Impact Report for the San  
Francisco 2004 and 2009 Housing Element.

Notice of Commencement of Action

1 DATED: April 28, 2015

LAW OFFICE OF KATHRYN R. DEVINCENZI

2  
3 *Kathryn R. Devincenzi*

4 KATHRYN R. DEVINCENZI

5 Attorney for Petitioner and Plaintiff

6 SAN FRANCISCANS FOR LIVABLE NEIGHBORHOODS

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File 140570

1 KATHRYN R. DEVINCENZI (SB #70630)  
2 Law Office of Kathryn R. Devincenzi  
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4 Facsimile: (415) 346-3225  
Email: KRDevincenzi@gmail.com

5 Attorney for Petitioner and Plaintiff  
6 San Franciscans for Livable Neighborhoods

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN FRANCISCO  
10 UNLIMITED JURISDICTION

11 SAN FRANCISCANS FOR LIVABLE  
12 NEIGHBORHOODS, an unincorporated  
association,  
13  
14 Petitioner and Plaintiff,  
15  
16 vs.  
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18 CITY AND COUNTY OF SAN  
19 FRANCISCO and DOES I-X,  
20  
21 Respondents and Defendants.

Case No. CPF-15-514283  
**NOTICE OF ELECTION TO  
PREPARE ADMINISTRATIVE  
RECORD**  
[Public Resources Code § 21167.6(b)(2)]  
California Environmental Quality Act  
(CEQA)  
Dept: 503 – CEQA  
Date Action Filed: April 28, 2015

22 TO THE CITY AND COUNTY OF SAN FRANCISCO:

23  
24 Petitioner hereby notifies the Respondent City and County of San Francisco that, pursuant to  
25 Public Resources Code § 21167.6(b)(2), Petitioner San Franciscans for Livable Neighborhoods will  
26 prepare the administrative record of proceedings relating to the Addendum to Final Environmental  
27 Impact Report for the San Francisco 2004 and 2009 Housing Element and to the related approval of  
28 the 2014 Housing Element of the San Francisco General Plan, which are the subject of the Petition  
for Writ of Mandate and Complaint for Injunctive and Declaratory Relief filed in the above-  
captioned action.

3

1 DATED: April 28, 2015

LAW OFFICE OF KATHRYN R. DEVINCENZI

2 *Kathryn R. Devincenzi*

3 KATHRYN R. DEVINCENZI

4 Attorney for Petitioner and Plaintiff

5 SAN FRANCISCANS FOR LIVABLE NEIGHBORHOODS

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ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 RYAN J. PATTERSON (SBN 277971)  
MICHAEL E. PROFANT (SBN 299246)  
2 ZACKS & FREEDMAN, P.C.  
235 Montgomery Street, Suite 400  
3 San Francisco, CA 94104  
Tel: (415) 956-8100  
4 Fax: (415) 288-9755

5 Attorneys for Petitioners  
JACK OSWALD and ANNEKE SELEY

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BOARD OF SUPERVISORS  
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File 141247

9 SUPERIOR COURT – STATE OF CALIFORNIA

10 COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION

12 JACK OSWALD and ANNEKE SELEY,

Case No.: CPF-15-514268

13 Petitioners,

PROOF OF SERVICE

14 vs.

15 CITY AND COUNTY OF SAN  
16 FRANCISCO, a municipal corporation,  
17 BOARD OF SUPERVISORS OF THE CITY  
AND COUNTY OF SAN FRANCISCO, SAN  
18 FRANCISCO PLANNING COMMISSION,  
19 SAN FRANCISCO BOARD OF APPEALS,  
20 SAN FRANCISCO ZONING  
ADMINISTRATOR, and SAN FRANCISCO  
PLANNING DEPARTMENT, inclusive,

21 Respondents.

22 BRUNO KANTER and SUZANNE  
23 KANTER,

24 Real Parties in Interest.

(4)

**PROOF OF SERVICE**

Superior Court of California, County of San Francisco  
Case No.: *CPF-15-514268*

I, Betzy Lesser, declare that:

I am employed in the County of San Francisco, State of California. I am over the age of 18, and am not a party to this action. My business address is 235 Montgomery Street, Suite 400, San Francisco, California 94104.

On April 29, 2015, I served:

**COURTESY COPY OF: NOTICE TO ATTORNEY GENERAL**

in said cause addressed as follows:

City and County of San Francisco c/o Mayor Ed Lee City Hall 1 Dr. Carlton B. Goodlett Place, Room 200 San Francisco, CA 94102	Board of Supervisors of the City and County of San Francisco City Hall 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102
San Francisco Planning Commission 1650 Mission Street, Suite 400 San Francisco, CA 94103	San Francisco Planning Department 1650 Mission Street, Suite 400 San Francisco, CA 94103
San Francisco City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102	Board of Supervisors of the City and County of San Francisco c/o Clerk of the Board City Hall 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102
San Francisco Planning Commission c/o Commission Clerk 1650 Mission Street, Suite 400 San Francisco, CA 94103	San Francisco Planning Department Zoning Administrator Scott Sanchez 1650 Mission Street, Suite 400 San Francisco, CA 94103
Board of Appeals of the City and County of San Francisco 1650 Mission Street, Room 304 San Francisco, CA 94103	Suzanne Kanter 312 Green Street San Francisco, CA 94133

**ZACKS & FREEDMAN, P.C.**  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

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ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
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**/XX/ (BY MAIL)** By placing a true copy thereof enclosed in a sealed envelope. I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at San Francisco, California, following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 29, 2015, at San Francisco, California.

\_\_\_\_\_  
Betzy Lesser

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File 141244

1 RYAN J. PATTERSON (SBN 277971)  
2 MICHAEL E. PROFANT (SBN 299246)  
3 ZACKS & FREEDMAN, P.C.  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: (415) 956-8100  
7 Fax: (415) 288-9755

8 Attorneys for Petitioners  
9 JACK OSWALD and ANNEKE SELEY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

JACK OSWALD and ANNEKE SELEY,

Case No.:

Petitioners,

**NOTICE TO ATTORNEY GENERAL**

vs.

CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation,  
BOARD OF SUPERVISORS OF THE CITY  
AND COUNTY OF SAN FRANCISCO, SAN  
FRANCISCO PLANNING COMMISSION,  
SAN FRANCISCO BOARD OF APPEALS,  
SAN FRANCISCO ZONING  
ADMINISTRATOR, and SAN FRANCISCO  
PLANNING DEPARTMENT, inclusive,

Respondents.

BRUNO KANTER and SUZANNE  
KANTER,

Real Parties in Interest.

To the Attorney General of the State of California:

**PLEASE TAKE NOTICE**, under Public Resources Code § 21167.7 and Code of  
Civil Procedure § 388, that on April 21, 2015, JACK OSWALD and ANNEKE SELEY  
filed a petition for writ of mandate against CITY AND COUNTY OF SAN

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

(15)

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1. FRANCISCO, a municipal corporation, BOARD OF SUPERVISORS OF THE CITY  
2. AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PLANNING  
3. COMMISSION, SAN FRANCISCO BOARD OF APPEALS, SAN FRANCISCO  
4. ZONING ADMINISTRATOR, and SAN FRANCISCO PLANNING DEPARTMENT in  
5. San Francisco County Superior Court. The petition alleges that CITY AND COUNTY  
6. OF SAN FRANCISCO, a municipal corporation, BOARD OF SUPERVISORS OF THE  
7. CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PLANNING  
8. COMMISSION, SAN FRANCISCO BOARD OF APPEALS, SAN FRANCISCO  
9. ZONING ADMINISTRATOR, and SAN FRANCISCO PLANNING DEPARTMENT  
10. violated the California Environmental Quality Act ("CEQA") by issuing an improper  
11. categorical exemption from CEQA in connection with a building permit application  
12. (BPA No. 2013.11.13.1794) and a related zoning variance for a four-story building  
13. located at 312 Green Street in San Francisco, California. A copy of the petition is  
14. attached to this notice.  
15.  
16.  
17.

18.  
19. Date: April 21, 2015.

ZACKS & FREEDMAN, P.C.



By: Ryan J. Patterson  
Attorneys for petitioners  
JACK OSWALD and ANNEKE SELEY

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1 RYAN J. PATTERSON (SBN 277971)  
MICHAEL E. PROFANT (SBN 299246)  
2 ZACKS & FREEDMAN, P.C.  
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3 San Francisco, CA 94104  
Tel: (415) 956-8100  
4 Fax: (415) 288-9755

5 Attorneys for Petitioners  
JACK OSWALD and ANNEKE SELEY

6  
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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION

11 JACK OSWALD and ANNEKE SELEY,  
12  
13 Petitioners,

14 vs.

15 CITY AND COUNTY OF SAN  
FRANCISCO, a municipal corporation,  
16 BOARD OF SUPERVISORS OF THE CITY  
AND COUNTY OF SAN FRANCISCO, SAN  
17 FRANCISCO PLANNING COMMISSION,  
SAN FRANCISCO BOARD OF APPEALS,  
18 SAN FRANCISCO ZONING  
ADMINISTRATOR, and SAN FRANCISCO  
19 PLANNING DEPARTMENT, inclusive,

20 Respondents.

21  
22 BRUNO KANTER and SUZANNE  
23 KANTER,

24 Real Parties in Interest.

Case No.:  
**PETITION FOR WRIT OF MANDATE**  
(Pub. Resources Code §§ 21168; San  
Francisco Charter § 4.105 & San Francisco  
Planning Code § 305)  
Date:  
Time:  
Dept.: 503 (CEQA case)  
Judge: Hon. Teri L. Jackson

25  
26 Petitioners Jack Oswald and Anneke Seley (“Petitioners” or “Oswald and Seley”)

27 allege as follows:  
28

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SAN FRANCISCO, CALIFORNIA 94104

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INTRODUCTION

1. This action challenges the decisions by Respondents City and County of San Francisco, Board of Supervisors of the City and County of San Francisco, San Francisco Planning Commission, San Francisco Board of Appeals, San Francisco Zoning Administrator, and San Francisco Planning Department (collectively the "City") in connection with the approval of land use entitlements allowing the substantial demolition and expansion of an over 100-year-old building (the "Project") at 312 Green Street in San Francisco's historic Telegraph Hill neighborhood (the "Site"), and the City's exemption of the Project from environmental review under the California Environmental Quality Act ("CEQA").

2. The City failed to comply with CEQA by issuing an erroneous determination that the Project was categorically exempt from CEQA as a minor alteration of an existing structure.

3. Petitioners challenge the City's exemption of this project from CEQA on two grounds.

4. First, the City should not have relied on any categorical exemption for the Project due to unusual circumstances raising "a reasonable possibility that the activity will have a significant effect on the environment." (CEQA Guidelines § 15300.2(c).) Unusual geologic circumstances consisting of unique sandstone bedrock may make it extremely difficult to excavate the Site, potentially requiring blasting. There is a reasonable possibility that blasting would have a significant adverse effect in this dense urban environment. Moreover, a number of other conditions affecting the Site, including

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1 the unique aesthetic characteristics of the neighborhood, qualify as unusual  
2 circumstances. Since the Project could have a significant effect on the environment based  
3 on this range of unusual circumstances, the City is precluded from relying on any  
4 categorical exemption for the Project.  
5

6 5. Second, because the Project constitutes an increase of more than 50  
7 percent of the existing structure's floor area and/or qualifies as a de facto demolition of  
8 the existing structure and the construction of a new structure, the Class 1 categorical  
9 exemption was not available for the Project. The resulting defective public notice  
10 constituted an abuse of discretion since it denied the public its right to be informed of the  
11 true scope of the Project. (See Public Resources Code § 21168.5.)  
12

13 6. Petitioners also challenge the Zoning Administrator's approval of the  
14 Project variance and the Board of Appeals' subsequent decision upholding the variance  
15 by a vote of 2 to 1. There is no substantial evidence in the record to support the  
16 determination that the Project meets the stringent standards for variance approval. (See  
17 Planning Code, section 305(c).) Furthermore, the ZA's findings did not establish  
18 compliance with the requisite standards. Therefore, the ZA and Board decisions on the  
19 Project variance constitute a prejudicial abuse of discretion.  
20

21 7. Petitioners seek a writ of mandate, *inter alia*, ordering the City to set aside  
22 its approval of the Project variance and compelling the City to complete environmental  
23 review of the Project pursuant to CEQA.  
24

25 **PARTIES**

26 8. Petitioners Jack Oswald and Anneke Seley own property located at 310  
27 Green Street in San Francisco, immediately adjacent to the Site. Petitioners' property,  
28

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1 along with other neighborhood properties, will be adversely affected by the Project's  
2 environmental impacts. Petitioners have a substantial interest in ensuring that the City's  
3 decisions on the Project entitlements are in conformity with the requirements of law, and  
4 in having those requirements properly executed and the public duties of the City  
5 enforced.  
6

7 9. Respondent City and County of San Francisco is a charter city existing  
8 under the Constitution and the laws of the State of California. The Site is located within  
9 the jurisdictional limits of the City and County of San Francisco. The City and County of  
10 San Francisco, including all its officials, boards, commissions, departments, bureaus and  
11 offices ("Agents"), constitutes a single "local agency," "public agency," or "lead agency"  
12 as those terms are used in CEQA and is responsible under CEQA for evaluating the  
13 environmental impacts of the Project. The City and County of San Francisco is also  
14 responsible for the actions of its Agents in implementing its system of land use  
15 entitlements, including variance approvals, in accordance with State and local laws.  
16

17  
18 10. Respondent Board of Supervisors of the City and County of San Francisco  
19 is the elected governing body of the City and is the body responsible for deciding appeals  
20 of Planning Department determinations regarding CEQA exemptions.  
21

22 11. Respondent City and County of San Francisco Planning Commission (the  
23 "Commission") is an executive commission constituted pursuant to Charter section 4.105.  
24 The Commission is charged with approving all permits affected by the Planning Code.  
25

26 12. Respondent City and County of San Francisco Planning Department (the  
27 "Department") is the executive agency charged with performing the administrative  
28

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235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 actions required by CEQA, including, *inter alia*, CEQA exemption determinations,  
2 pursuant to City and County of San Francisco Administrative Code section 31.04(b).

3 13. Respondent City and County of San Francisco Board of Appeals (the  
4 “Board”) is a quasi-judicial body established pursuant to Charter section 4.106. The  
5 Board is the body charged with hearing appeals of building permits, variances, and other  
6 land use entitlements.

7 14. Respondent City and County of San Francisco Zoning Administrator  
8 (“ZA”), a position created pursuant to Charter section 4.105, is charged with making  
9 Planning Code variance determinations, subject to the requirements set forth in Charter  
10 section 4.105 and Planning Code section 305(c).

11 15. Real Parties in Interest (“Real Parties”) Bruno Kanter and Suzanne Kanter  
12 own the property at 312 Green Street (the “Site”) and hold the land use entitlements  
13 challenged by this Petition.

14 **FACTS**

15 16. The Site consists of a 1,062 square-foot lot zoned for residential use,  
16 located at 312 Green Street in San Francisco (“the Site”). The Site is within two blocks of  
17 the Telegraph Hill Historic District, one of the City’s few designated historic districts.

18 17. The existing structure at the Site consists of a quaint two-story house with  
19 a garage and storage space at the lower level and 1,017 square feet of living space on the  
20 upper level. The house was built in 1907 during the post-earthquake reconstruction  
21 period. While the façade of this building has been altered, it is one of the few remaining  
22 structures from this period on the block that maintains its original size and shape.  
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255 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1           18.     The existing structure occupies the entire lot. Since the City now requires  
2 a minimum 15-foot rear-yard setback in the RM-1 Zoning District, the structure does not  
3 conform to current zoning requirements. However, the structure is legal despite its  
4 nonconforming status, because the City required no setbacks at the time it was built.  
5

6           19.     The Project consists of the substantial demolition of the existing structure,  
7 reconstruction of the existing two floors within the same building footprint, and the  
8 addition of two more stories and a roof deck. The existing structure will be virtually  
9 unrecognizable once the Project has been completed.  
10

11           20.     The first two floors will continue to occupy the entire lot. The City granted  
12 the Project a variance so the new third story could encroach ten and a half feet into the  
13 required fifteen-foot rear yard, and exterior stairs accessing the roof deck could also  
14 encroach therein at the fourth story. The Project will be twice the height of the existing  
15 structure and 150% larger in terms of habitable floor space. The Project will also create  
16 substantial outdoor living space, including the roof deck above the new fourth floor. The  
17 Project will be one of the largest dwelling units in the neighborhood despite the relatively  
18 small size of the Site.  
19

20           21.     On November 13, 2013, Real Parties filed a building permit application  
21 (BPA No. 2013.11.13.1794) for the Project (the "Permit"). The Department found the  
22 Project categorically exempt from CEQA under Class 1 [Minor Alteration of Existing  
23 Structure].  
24

25                           **EXHAUSTION OF ADMINISTRATIVE REMEDIES**  
26  
27  
28

1           22.     Petitioners have performed any and all conditions precedent to the filing  
2 of this Petition, and have participated in all phases of the administrative and  
3 environmental review process, and have fully exhausted their administrative remedies.  
4

5  
6     A.     CEQA Administrative Remedies Exhaustion

7           23.     On July 21, 2014, Petitioners filed an application for discretionary review  
8 of the Permit with the Commission.

9           24.     Under Planning Code section 311(d), the Commission is empowered to  
10 review building permits and require modifications to protect the public interest.  
11

12           25.     At a hearing on October 23, 2014, the Commission declined to exercise its  
13 discretionary review authority over the Permit and approved the Project, as proposed.  
14 Under San Francisco Administrative Code § 31.04(h)(1)(A), this decision qualified as the  
15 approval action, triggering a 30-day window in which to appeal the Department's CEQA  
16 determination.  
17

18           26.     On November 24, 2014, Petitioners filed a timely letter of appeal with the  
19 Board of Supervisors, challenging the Department's CEQA determination. The letter set  
20 forth objections to the Project CEQA determination, supported by substantial evidence in  
21 the form of expert opinion, research studies, and other sources. Petitioners' letter raised  
22 each of the legal deficiencies asserted in this petition.  
23

24           27.     At the CEQA appeal hearing on January 13, 2014, Petitioners submitted  
25 oral argument to the Board of Supervisors in opposition to the CEQA determination. The  
26 Board of Supervisors affirmed the Department's CEQA exemption determination for the  
27 Project.  
28

1 **B. Variance Administrative Remedies Exhaustion**

2 28. On October 23, 2014, the ZA conducted a public hearing of the Project  
3 variance application. On November 20, 2014, the ZA issued a decision letter approving  
4 the Project variance.  
5

6 29. On November 24, 2014, Petitioners filed an appeal of the Project variance  
7 approval with the Board.

8 30. Petitioners subsequently submitted a brief to the Board setting forth  
9 arguments as to why the ZA's decision was in error, supported by substantial evidence in  
10 the form of expert opinion, data analysis, and other sources. Petitioners' brief raised each  
11 of the legal deficiencies asserted in this petition.  
12

13 31. The Board heard the appeal on February 11, 2015. Petitioners submitted  
14 oral arguments to the Board in opposition to the ZA's variance decision.  
15

16 32. Two Board commissioners voted to uphold the variance, while one  
17 commissioner favored granting Petitioners' appeal and overturning the variance. (One  
18 commissioner was absent and there was one vacant position at the time.)  
19

20 33. The Board issued a Notice of Decision and Order on February 24, 2015,  
21 stating that because there were insufficient votes "to uphold, reverse or amend the  
22 departmental action, the [ZA's] action to grant the subject variance became the City's  
23 final decision as a matter of law."  
24

**CEQA NOTICE REQUIREMENTS**

25 34. Petitioners have performed all actions required by law precedent to filing  
26 this action, including complying with the requirement of Public Resources Code section  
27  
28

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1 21167.5 by mailing notice to the City that this action would be filed. A copy of this  
2 notice is attached hereto as Exhibit A.

3 35. Petitioners will also serve a copy of this petition on the California  
4 Attorney General within ten days after filing, as required by law. (Pub. Resources Code §  
5 21167.7; CCP § 388.)  
6

7 36. Petitioners will serve this Petition and Complaint on the City and file a  
8 request for preparation of the administrative record within 10 business days of the filing  
9 of this action. (Pub. Resources Code § 21167.6.)  
10

#### 11 JURISDICTION AND VENUE

12 37. The San Francisco County Superior Court has initial jurisdiction of the  
13 matters alleged herein pursuant to Public Resources Code section 21168, which  
14 authorizes the Court to review and set aside public agency actions that violate CEQA,  
15 and Code of Civil Procedure section 1094.5, which authorizes Petitioners to seek a writ  
16 of mandate, and which authorizes the Court to review and set aside public agency  
17 decisions involving a prejudicial abuse of discretion. Venue is proper pursuant to Code of  
18 Civil Procedure section 394(a), which provides that “[a]n action . . . against a . . . city and  
19 county . . . may be tried in [that] . . . city and county. . .”  
20

#### 21 RELIEF REQUESTED

22 38. Petitioners seek a writ of mandate, costs, and attorneys’ fees.  
23

24 A. Writ of Mandate to Compel CEQA Compliance and to Void Variance  
25 Approval (Code Civ. Proc. § 1094.5; Pub. Resources Code §§ 21168, 21168.9;  
26 City Charter § 4.105 & Planning Code § 305)

27 39. Petitioners seek a writ of mandate pursuant to Public Resources Code  
28 section 21168 (to challenge CEQA decisions of adjudicative bodies) and Code of Civil

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1 Procedure section 1094.5 (providing for writ issuance to inquire “into the validity of any  
2 final administrative order or decision” resulting from a proceeding requiring a hearing  
3 and the taking of evidence).

4  
5 40. “The inquiry . . . shall extend to . . . whether there was any prejudicial  
6 abuse of discretion,” which may consist of (1) agency failure to proceed in the manner  
7 required by law; (2) agency decision not supported by the findings; or (3) agency findings  
8 not supported by the evidence. (CCP § 1094.5(b).)

9  
10 41. “[A]buse of discretion is established if the court determines that the  
11 findings are not supported by substantial evidence in the light of the whole record.” (CCP  
12 § 1094.5(c).)

13 42. Petitioners seek a writ of mandate on the grounds that Respondents  
14 prejudicially abused their discretion in (1) erroneously finding the Project categorically  
15 exempt from CEQA, and (2) approving the Project variance by (a) making findings not  
16 supported by the evidence, and (b) reaching a decision not supported by the findings.

17  
18 43. Section 21168.9 authorizes a court, after finding a CEQA violation, to  
19 issue a peremptory writ of mandate requiring the agency to void or suspend decisions for  
20 which CEQA compliance was necessary, or to take other steps necessary to bring its  
21 decisions into compliance with CEQA.

22  
23 44. Petitioners request that the Court issue a peremptory writ (1) voiding,  
24 pursuant to Public Resources Code section 21168.9(a)(1), all Project approvals relying on  
25 the erroneous CEQA determination, and (2) setting aside, pursuant to Code of Civil  
26 Procedure section 1094.5(f), Respondents’ decisions to approve and uphold the Project  
27 variance.  
28

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1 **B. Attorneys' Fees and Costs**  
2 **(Code Civ. Proc. §§ 1021.5, 1032; Gov't Code § 800)**

3 45. This action involves the enforcement of important rights affecting the  
4 public interest. Excavation of the hard sandstone bedrock at the Site may require blasting,  
5 which poses a risk of injury to real property and people in the immediate vicinity.  
6 Environmental review under CEQA would allow those risks to be fully investigated and  
7 mitigated in advance, thereby protecting the public interest. Petitioners are therefore  
8 entitled to an award of reasonable attorneys' fees under Code of Civil Procedure section  
9 1021.5.  
10

11 46. Furthermore, since Respondents' conduct in exempting the Project from  
12 CEQA and approving the Project variance was arbitrary and capricious, Petitioners  
13 request \$7,500 in attorneys' fees under Government Code section 800.  
14

15 47. Finally, Petitioners seek recovery of all costs pursuant to Code of Civil  
16 Procedure section 1032.

17 **FIRST CAUSE OF ACTION**

18 **(Violations of CEQA, Pub. Resources Code § 21000 et seq.)**

19 **(Unusual Circumstances Exception Precludes Reliance on Categorical Exemptions)**

20  
21 48. Petitioners hereby reallege and incorporate the allegations contained in  
22 paragraphs 1 through 47 inclusive, of this Petition, as if fully set forth herein.

23 49. CEQA applies to all private projects approved by a public agency or for  
24 which the agency must issue a discretionary permit, license, or other approval.  
25

26 50. Under CEQA, an agency prejudicially abuses its discretion when (1) it  
27 fails to proceed in the manner required by law; (2) its decision is not supported by the  
28

1 findings; or (3) its findings are not supported by the evidence. (Pub. Resources Code §  
2 21168; CCP § 1094.5(b).)

3 51. The Project is subject to CEQA, *inter alia*, because it relies on a  
4 variance—a type of discretionary permit—to authorize its construction.

5 52. Petitioners challenge the City’s CEQA determination for the Project (i.e.,  
6 Class I—categorical exemption) pursuant to California Public Resources Code section  
7 21168.  
8

9 53. Under CEQA Guidelines § 15300.2, “[a] categorical exemption shall not  
10 be used for an activity where there is a reasonable possibility that the activity will have a  
11 significant effect on the environment due to unusual circumstances.” There are two  
12 prongs to this exemption that must be met, and each prong is subject to a different  
13 standard of agency review.  
14

15 54. “[A] party challenging the exemption has the burden of producing  
16 evidence supporting an exception.” (*Davidon Homes v. City of San Jose* (1997) 54  
17 Cal.App.4th 106, 115.) “A party invoking the exception may establish an unusual  
18 circumstance without evidence of an environmental effect, by showing that the project  
19 has some feature that distinguishes it from others in the exempt class, such as its size or  
20 location.” (*Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086,  
21 1105.) The agency determines the exception’s applicability under the substantial  
22 evidence standard.  
23

24 55. Then, “the party need only show a reasonable possibility of a significant  
25 effect due to that unusual circumstance.” (*Id.*) The agency must evaluate whether this  
26 “reasonable possibility” exists under the fair argument test.  
27  
28

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1           56.     Here, Petitioners have met their burden of producing evidence supporting  
2 an exception. A licensed geotechnical engineer evaluated the geologic characteristics in  
3 the immediate environs of the Site and opined that “the sandstone bedrock at the site  
4 could be unique, and [ ] not [ ] easily excavated.” He continued, “[J]ack hammering and  
5 potentially blasting may be required to remove the ‘floaters,’ or ‘boulders’ of hard  
6 sandstone at the project site.” The unusual geologic conditions in immediate proximity to  
7 the Site qualify as an unusual circumstance, meeting the first prong of the “unusual  
8 circumstance” exception under CEQA Guidelines § 15300.2.

9  
10           57.     Additionally, there is a reasonable possibility of a significant effect on the  
11 environment due to the Site’s unusual geologic conditions. Petitioners’ geotechnical  
12 engineer explained that the “unusual geologic conditions affecting the subject site [ ] will  
13 likely result in severely adverse environmental impacts on the surrounding land and  
14 [built] environment.” (Emphasis added.) This is because building techniques such as  
15 blasting can injure surrounding land and structures—particularly in a dense urban  
16 environment. Since the second prong of the “unusual circumstance” exception is met as  
17 well, the exception applies and the Project does not qualify for any categorical  
18 exemption.

19  
20           58.     Petitioners’ expert opinion evidence regarding the Site’s unusual geologic  
21 conditions is not rebutted by the City. The City posited that geologic conditions at the  
22 Site will not result in significant environmental effects because (1) the Building Code and  
23 Slope Protection Act will apply to the Project, and (2) DBI “may require additional site  
24 specific reports, analysis, and monitoring . . . .”  
25  
26  
27  
28

1           59.    Conclusory assertions about laws of general applicability and deferral of  
2 possible site-specific analyses cannot constitute substantial evidence. The undisputed  
3 opinion of an expert geotechnical engineer based on analyses of geologic conditions in  
4 immediate proximity to the Site does constitute substantial evidence of unusual and  
5 problematic geologic conditions at the Site. The “unusual circumstance” exception  
6 applies to the Project, precluding reliance on any categorical exemption.  
7

8           60.    The Project implicates a number of additional unusual circumstances  
9 under CEQA Guidelines section 15300.2. Due to the following unusual circumstances,  
10 there is a reasonable possibility the Project will have a significant effect on the  
11 environment.  
12

13           61.    The subject property is one of the last remaining structures, in terms of  
14 size and shape, from the post-1906 to 1915 reconstruction period. While the fabric and  
15 façade of this building have been altered, it is one of the few remaining structures from  
16 this period in the area that maintains its original size and shape. Since the subject  
17 property is at the crest of a hill, the project’s additional height and bulk will disrupt the  
18 existing massing patterns on the block. At a minimum, the addition should be set further  
19 back from the front to differentiate the new vertical addition from the original structure  
20 (contextual massing).  
21

22           62.    The proposed structure will create a wall, blocking wind flow and  
23 substantially impacting air circulation.  
24

25           63.    The proposed structure will cast a shadow in the mid- to late afternoon on  
26 Appellant’s decks, solar panels, and rear yard. It will also reduce the amount of natural  
27 light entering Appellant’s dining room, bedroom, and bathroom.  
28



1 Natural Resources Agency to include a list of such projects in the guidelines for the  
2 implementation of CEQA. (*Id.* §§ 21083, 21084(a).) Projects that fall into these  
3 categories are deemed to be categorically exempt from CEQA. (Cal. Code Regs., tit. 14,  
4 § 15300 (“CEQA Guidelines”).)  
5

6 71. The City failed to comply with CEQA by issuing an erroneous  
7 determination that the Project was categorically exempt from CEQA pursuant to CEQA  
8 Guidelines section 15301(e) [Class 1 – Existing Facilities].

9 72. “Class 1 consists of the . . . minor alteration of existing . . . private  
10 structures . . . involving negligible or no expansion of use.” (CEQA Guidelines § 15301.)  
11 “Additions to existing structures” are permissible as long as “the addition will not result  
12 in an increase of more than . . . 50 percent of the floor area of the structure[].” (*Id.* §  
13 15301(e)(1).)  
14

15 73. Unlike the Class 1 categorical exemption, the Class 3 categorical  
16 exemption applies to new construction of small structures. (CEQA Guidelines § 15303.)  
17 A single-family residence in a residential zone is an example of a project that may qualify  
18 for a Class 3 exemption. (*Id.* § 15303(e).)  
19

20 74. The City determined that the Project involved the minor alteration of an  
21 existing private structure and thus qualified for a Class 1 CEQA exemption. This  
22 determination is not supported by substantial evidence.  
23

24 75. Assuming the applicability of any exemption here, the Project could only  
25 have qualified for a Class 3 exemption since the Project actually involves the new  
26 construction of a single-family residence. This conclusion is unavoidable based on the  
27 City Planning Code and Building Code definitions of demolition.  
28

1. 76. Under Planning Code section 317, a "demolition" is any of the following:
2. a. Any work for which the Department of Building Inspection ("DBI")
3. requires a demolition permit (§ 317(b)(2)(A)); or
4. b. Removal of more than 50% of front and rear facades and more than 65%
5. of all exterior walls (§ 317(b)(2)(B)); or
6. c. Removal of more than 50% in area of the vertical and horizontal envelope
7. elements (§ 317(b)(2)(C)).

8. 77. DBI requires a demolition permit when the principal portions of an

9. existing structure are removed. (S.F. Building Code § 103A.3.2.) The term "principal

10. portion" means either (1) construction that determines building envelope shape and size

11. (e.g., exterior walls, roof, interior bearing elements); or (2) construction that alters two-

12. thirds or more of interior elements (e.g., walls, partitions, floors, or ceilings).

13. 78. Only one of the three standards in Planning Code section 317(b)(2) need

14. be met for the Project to qualify as a demolition. The Project constitutes a de facto

15. demolition and would necessarily qualify as a demolition under any of these standards.

16. 79. Petitioners raised this concern both in writing and at the public hearing

17. before the Board of Supervisors. In its response to Petitioners' appeal, the Department

18. stated that it had "reviewed the Project for compliance with Planning Code Section 317 . .

19. and found that the Project would not be considered a de facto demolition per the

20. Planning Code." This conclusory statement is false and is unsupported by evidence.

21. Substantial evidence in the record establishes that the Project qualifies as a demolition

22. under the Planning Code, and that a Class 1 exemption is inapplicable.

23. **B. The Project Addition's Size Makes the Class 1 Exemption Inapplicable.**

24.

25.

26.

27.

28.

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80. Under CEQA Guidelines section 15301(e), “[a]dditions to existing structures . . . that will not result in an increase of more than [ ] 50 percent of the floor area of the structure[ ] before the addition” may qualify for the Class 1 [Existing Facilities] exemption.

81. The existing structure contains 1,017 square feet of habitable floor area. The Project plans show that the replacement structure will consist of 2,550 square feet of habitable floor area. This represents an increase of more than 150 percent, substantially exceeding the 50-percent threshold allowed under Guidelines section 15301(e)(1). The Class 1 exemption is therefore inapplicable to the Project.

82. The City contends that the Project qualifies as an addition under Guidelines section 15301(e)(2), which allows for an addition of up to 10,000 square feet. But that provision is inapplicable here because “the area in which the project is located is [ ] environmentally sensitive.” (*Id.* § 15301(e)(2)(B).)

83. As discussed at paragraphs 56 through 57, *supra*, Petitioners’ geotechnical engineer opined that the sandstone bedrock near the Site was unusual, and concluded that excavation at the Site would likely result in severely adverse environmental impacts. These unusual geologic conditions make the area environmentally sensitive. (CEQA Guidelines § 15301(e)(2).)

84. This environmental sensitivity is exacerbated by the dense urban context in which the Site is located. The extreme proximity of the surrounding development is incompatible with the building techniques (e.g., blasting) that may be necessary to build the Project.



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**(Violations of City Charter sec. 4.105 & Planning Code sec. 305)**

**(Lack of Substantial Evidence to Support Variance Findings)**

89. Petitioners hereby reallege and incorporate the allegations contained in paragraphs 1 through 88 inclusive, of this Petition, as if fully set forth herein.

90. Petitioners request the Court issue a writ of mandate pursuant to Code of Civil Procedure section 1094.5, voiding the ZA's decision granting the Project variance.

91. Although Petitioners appealed the ZA's decision to the Board, "the Board was unable to muster sufficient votes to uphold, reverse or amend the departmental action . . . [Thus, the ZA's] action to grant the subject variance became the City's final decision as a matter of law." (San Francisco Board of Appeals, Notice of Decision & Order, Appeal No. 14-195, Feb. 24, 2015.) Since this action constitutes an effective denial of Petitioners' appeal by the Board and upholding of the ZA's decision, Petitioners also request that the Court issue a writ of administrative mandate voiding the Board's decision pursuant to Code of Civil Procedure section 1094.5.

92. San Francisco Planning Code section 305(a) states that a variance shall be granted "only to the extent necessary to overcome such practical difficulty or unnecessary hardship as may be established in accordance with the provisions of this Section."

93. All five of the following findings must be made to justify granting a variance (Planning Code § 305(c)):

(1) Exceptional or extraordinary circumstances applying to the property involved that do not apply generally to other properties in the same class of district;

(2) Literal enforcement of the Code would result in practical difficulty or unnecessary hardship not created by or attributable to the property owner;

1 (3) Variance is necessary for the preservation and enjoyment of a substantial  
2 property right of the subject property, possessed by other properties in the same class of  
3 district;

4 (4) Granting of the variance will not be materially detrimental to the public wel-  
5 fare or materially injurious to the property or improvements in the vicinity; and

6 (5) Variance approval will be in harmony with the general purpose and intent of  
7 the Code.  
8

9  
10 94. Not one of these five findings is supported by substantial evidence, as set  
11 forth below. But if the Court finds that even a single finding is not supported by  
12 substantial evidence, it must set aside the ZA's action granting the variance (CCP §  
13 1094.5(b)).

14  
15 A. No Exceptional Circumstances Exist Because the Subject Parcel Size Is Not  
16 Substantially Different from Size of Nearby Parcels.

17 95. The first requirement a variance applicant must meet is "[t]hat there are  
18 exceptional or extraordinary circumstances applying to the property involved or to the  
19 intended use of the property that do not apply generally to other properties or uses in the  
20 same class of district." The ZA found this requirement met as follows:

21 A. *The subject property has an average lot depth of 57.5 feet and a lot*  
22 *width of 18.5 feet, resulting in a total lot area of approximately 1,062*  
23 *square feet. As such, the subject property is the smallest lot on the*  
24 *subject block. The existing building, which was constructed prior to rear*  
25 *yard controls circa 1907, is nonconforming due to its full lot coverage.*  
*The diminutive dimensions of the subject property constrict its Code-*  
*complying development potential.*

26 B. *The subject property's location is such that the required rear yard would*  
27 *not contribute to the mid-block open space. As stated in the Residential*  
28 *Design Guidelines, rear yards collectively contribute to the mid-block*  
*open space that is visible to most residents of the block. This visual open*  
*space can be a significant community amenity. The subject property's*

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1           *proximity to the intersection and substandard lot size result in a*  
2           *property that cannot contribute to or detract from the mid-block open*  
3           *space.*

4           96.     The ZA's finding that the Site's "diminutive dimensions . . . constrict its . . .  
5     development potential" does not actually address the key question here. The relevant  
6     question is how the Site's dimensions compare with those of other parcels similarly  
7     zoned in the neighborhood. A variance may amount to a "special privilege" if "there has  
8     been no affirmative showing that the subject property differs *substantially* . . . from other  
9     parcels in the applicable zone." (*Topanga Assn.*, 11 Cal.3d at p. 522 (emphasis added)).  
10

11           97.     In voting against the variance, Board Commissioner Frank Fung  
12     explained, "Yes, it's a small property, but . . . that's what they purchased, and there are  
13     lots of small properties in this area. The issue for North Beach and Telegraph Hill . . . is  
14     the organic development that occurred where none of [the] current Planning Codes match  
15     up with that district . . . So, I'm not sure that it's an extraordinary circumstance." (San  
16     Francisco Board of Appeals hearing, Feb. 11, 2015, accessible at:  
17     [http://sanfrancisco.granicus.com/MediaPlayer.php?view\\_id=6&clip\\_id=22022](http://sanfrancisco.granicus.com/MediaPlayer.php?view_id=6&clip_id=22022) [2:04:56 –  
18     2:05:30].)  
19  
20

21           98.     Commissioner Fung's observation is backed up by an empirical analysis  
22     of 88 parcels (including the Site) in the immediate neighborhood that are zoned RM-1,  
23     which was presented to the Board. The Site's lot size is 1,062 square feet. The analysis  
24     revealed that 21.6 percent of the parcels surveyed were no more than 90 square feet larger  
25     than the Site. Over one quarter of these parcels were no more than 13 percent larger than  
26     the Site. This trivial difference in lot size cannot justify a variance since it cannot be  
27     characterized as "exceptional or extraordinary."  
28

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1           99.     The ZA's finding that the subject parcel cannot contribute to the valuable  
2 mid-block open space is also incorrect. While there is no visible ground or vegetation in  
3 the subject rear yard, the existing limited height of the structure contributes unobstructed  
4 air space, which facilitates the surrounding parcels' enjoyment of the mid-block open  
5 space. Extending the building's height in the rear-yard setback would wall off the mid-  
6 block open space from the adjacent parcel at 340-346 Green Street – especially its roof  
7 deck, which is its only open space.  
8

9           **B.     Enforcement of the Rear-Yard-Setback Requirement Would Not Result in**  
10           **Unnecessary Hardship Because the Project Can Be Revised.**

11           100.    The second variance requirement is “[t]hat owing to such exceptional or  
12 extraordinary circumstances, the literal enforcement of specified provisions of this Code  
13 would result in practical difficulty or unnecessary hardship not created by or attributed to  
14 the applicant or the owner of the property.” The ZA found as follows:  
15

16           *A.   The diminutive dimensions of the subject property detailed in Finding*  
17           *1(A) above results in an atypically small Code-complying buildable area.*  
18           *This buildable area is further reduced by the need for the project to match*  
19           *two adjacent lightwells per the Residential Design Guidelines, while the*  
20           *vast majority of buildings in the area only match one or none. When*  
21           *combined, the narrowness of the lot and the matching lightwells at the*  
22           *proposed third and fourth floors create a practical difficulty for*  
23           *developing the property in a literal Code-conforming manner.*

24           *B.   The existing rear and middle portions of the first and second stories of*  
25           *the subject dwelling are limited in use due to poor access to light and air.*  
26           *The proposed addition will receive adequate light and will provide better*  
27           *habitable space.*

28           101.    Constraints of this nature impact many parcels in urban settings, and  
specifically several such parcels exist in the same block and in adjacent blocks. In  
considering a variance request, the focus is properly on “[d]isparities between properties,  
not treatment of the subject property’s characteristics in the abstract.” (*Topanga Assn.*, 11

1 Cal. 3d at p. 520.) “[T]he critical issue [is] whether a variance was necessary to bring the  
2 original real party in interest into substantial parity with other parties holding property  
3 interests in the zone.” (*Id.* at 520-21.) The proper inquiry here relates to the Site’s Code-  
4 compliant development potential (as measured in square footage) and whether that  
5 amount of living space is comparable to that enjoyed by others in the neighborhood (i.e.,  
6 whether the owner has been brought into “substantial parity”). The ZA’s conclusory  
7 reference to the Site’s “atypically small . . . buildable area” does not constitute substantial  
8 evidence of inadequate Code-compliant development potential or a lack of substantial  
9 parity. In fact, the Site’s Code-compliant development potential is quite impressive.

10 Based on a review of the plans submitted, the proposed home would contain 2,550 square  
11 feet. If the proposal were revised to comply with the rear-yard-setback requirement, it  
12 would contain 2,356 square feet. A Code-compliant Project would be more than twice as  
13 large as the existing home and would provide a sizeable living area in its dense urban  
14 context. The minimal difference in size between the Project and the Code-compliant  
15 Project (a mere 194 square feet) does not amount to a “hardship” justifying a variance.

16  
17  
18  
19 102. Furthermore, the new dwelling unit on the Site will be much larger than  
20 others in the neighborhood, exceeding by far the “substantial parity” standard. The  
21 aforementioned analysis of similarly zoned parcels in the vicinity showed that the  
22 median-size dwelling unit is 767 square feet, including multifamily units. The average  
23 size single-family dwelling unit is 2,183 square feet—nearly 200 square feet smaller than  
24 a Code-compliant version of the Project described above.  
25

26  
27 103. The ZA also noted that the existing first and second floors have limited  
28 access to light and air and that the third and fourth floors would be more livable as they

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1 would have greater access to light and air. Since the existing first floor is non-habitable  
2 garage space and would remain non-habitable space, the limited light and air circulation  
3 at that level is not at issue. While the second floor may suffer from limited light access,  
4 this problem is due to the fact that the existing structure occupies the entire lot in  
5 violation of the Code—a problem of the owner’s own making.  
6

7       104. The proposed third and fourth floors would not be eliminated by  
8 complying with the code; the third floor would merely be reduced in size by 194 square  
9 feet. So the light and air benefits noted by the ZA would still accrue to these two new  
10 stories, even without a variance. In fact, light and air access would likely be further  
11 improved by complying with the rear-yard-setback requirement.  
12

13       105. An additional “hardship” referenced by the ZA in his findings is the fact  
14 that the Real Parties are required, per the San Francisco Residential Design Guidelines, to  
15 provide lightwells that line up with those of adjacent neighbors. Because there are no  
16 side-yard setbacks, the matching lightwells are a primary means of ensuring greater light  
17 and air access to rooms along the side property lines. Although the lightwells do  
18 minimally reduce the overall Project size, the benefit they confer on the Project is  
19 substantial. The ZA’s characterization of the lightwells’ inclusion in the Project as a  
20 “hardship” is totally inconsistent with his Finding 2(B) above, where the ZA describes  
21 the Project’s superior light access as a benefit of the Project.  
22  
23

24       106. The Project also fails to meet the “unnecessary hardship” requirement  
25 because any reduction in Project square footage was attributable to design choices made  
26 by Real Parties. Real Parties initially proposed a structure similar to the Project, but with  
27 no front setback at the third floor. Real Parties subsequently modified the proposal by  
28

1 pulling the third floor back about 4.5 feet from the front property line. This redesign of  
2 the project resulted in a reduction in square footage and was “created by or attribut[able]  
3 to” Real Parties. The Planning Code does not require that these upper levels be set back  
4 from the front property line. Real Parties appear to have redesigned the project at least  
5 partially in response to the request of one neighbor whose view would have been blocked  
6 by the original proposal.  
7

8  
9 107. Real parties are not entitled to make up for this voluntarily foregone  
10 square footage by extending the structure into the required rear yard. That design choice  
11 (the basis of this variance) will injure surrounding homes by depriving them of adequate  
12 light and air circulation (as set forth below). To the extent Real Parties desire additional  
13 square footage, the Project can be redesigned to push out the upper levels at the front.  
14 This Code-compliant strategy would give the structure additional square footage. A  
15 variance is entirely inappropriate where design choices made by Real Parties caused the  
16 very problem from which they seek relief.  
17

18 C. Since a Code-Compliant Version of the Project Would Allow for the  
19 Enjoyment of Substantial Property Rights, the Rear Yard Variance Is Not  
20 Necessary.

21 108. The third requirement is “[t]hat such variance is necessary for preservation  
22 and enjoyment of a substantial property right of the subject property, possessed by other  
23 property in the same class of district.” The ZA’s findings in this regard were that:

24  
25 A. *Granting this variance will allow the construction of a third and fourth*  
26 *story addition to the existing building that will receive light at the front*  
27 *and rear of the property. The subject building is located between two*  
28 *four-story structures, and the majority of existing buildings on the*  
*subject block are either three or four stories. The proposed construction*  
*contextually relates to the neighboring buildings in terms of massing.*  
*The construction of a contextual addition that complies with the*

1            *Residential Design Guidelines is a substantial property right possessed*  
2            *by other properties in the same class of district.*

3            *B. The project is comparable to the others in the immediate context in*  
4            *terms of square footage and height. It also creates more useable open*  
5            *space on the third and fourth floor roofs. The provision of useable open*  
6            *space in rear yards or roof decks is a substantial property right of the*  
7            *subject property, possessed by other property in the same class of*  
8            *district.*

9            *C. The proposed rear extension matches the building depth of the*  
10           *neighboring buildings and will have a negligible effect on neighboring*  
11           *rear yards' access to light and air. The proposed third and fourth stories*  
12           *are appropriately set back five feet from the existing front building wall*  
13           *and serves as a transition between the setbacks of the neighboring four-*  
14           *story buildings.*

15           109. Even if, *arguendo*, construction of a "contextual addition" and "provision  
16           of useable open space in rear yards or roof decks" are in fact substantial property rights,  
17           that does not necessarily mean a variance is *necessary* for the enjoyment of those rights  
18           in this case. As the California Supreme Court states, "[w]e must be careful to distinguish  
19           . . . between those circumstances which prevent a builder from profitably developing a lot  
20           within the strictures of the planning code and those conditions which simply render a  
21           complying structure less profitable than anticipated." (*Broadway, Laguna, Vallejo Ass'n*  
22           *v. Board of Permit Appeals of City and County of San Francisco* (1967) 66 Cal.2d 767,  
23           775.)

24           110. Here, the subject property already benefits substantially in terms of  
25           additional square footage from the fact that the existing non-conforming structure  
26           occupies the entire lot. As a result, the home has an extra 277.5 square feet at both the  
27           first and second floors beyond what would be allowed under the Planning Code. This  
28           existing non-conforming space should have been factored into any decision as to whether  
                 the project sponsor merits additional relief from current zoning regulations.

1           111. Furthermore, as described at paragraph 101, *supra*, a substantial addition  
2 can be made to the existing structure (more than doubling its habitable square footage)  
3 while still complying with the rear yard setback requirement. A Code-compliant version  
4 of the Project would be only about 194 square feet smaller than the Project as proposed.  
5 Additionally, a Code-compliant version of the Project would continue to offer substantial  
6 useable open space, as the third-floor rear deck could increase from 83 to 277.5 square  
7 feet.  
8

9  
10           112. Since a variance must be necessary for the enjoyment of a substantial  
11 property right possessed by neighboring properties, it would be inappropriate to grant a  
12 variance to allow for the construction of one of the largest homes in the neighborhood. At  
13 most, a variance should not allow more than the average size home in the vicinity.  
14 Otherwise, the subject property would benefit from an impermissible special privilege.  
15

16           113. The Site is located in the RM-1 Zoning District (Residential, Mixed: Low  
17 Density). (Planning Code § 209.2.) This District allows for a mix of single-family and  
18 multifamily structures; but the "overall density of units remains low." (*Id*) Based on an  
19 analysis of 87 contiguous parcels zoned RM-1 (including the Site) and containing 407  
20 dwelling units, median dwelling size in the neighborhood is just 767 square feet.  
21

22           114. The ratio of building square-footage to lot size ("Floor - Area Ratio" or  
23 "FAR") is frequently used as a measure of development density. The median FAR of the  
24 parcels surveyed is 2.06 (i.e., the equivalent of a two-story structure covering the entire  
25 lot).  
26

27           115. The ZA found that the "project is comparable to the others in the  
28 immediate context in terms of square footage and height." Yet, of the 407 dwelling units

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1 surveyed, only three were larger than the Project. Thus, the ZA's statement that the  
2 "project is comparable to others in the immediate context in terms of square footage" is  
3 truly at odds with the data. The fact that two of the three homes larger than the Project are  
4 in the same block as the Project is not relevant. The ZA should have been looking at  
5 dwelling size in the surrounding RM-1 Zoning District—not just within two houses of the  
6 Site.  
7

8  
9 116. A Code-compliant version of the Project, discussed at paragraph 101,  
10 *supra*, would remain the fourth largest dwelling unit within the area surveyed, with 2,356  
11 square feet. A variance is thus unnecessary here to allow Real Parties to construct one of  
12 the largest dwelling units within an area consisting of multiple City blocks.  
13

14 117. In terms of development density, the Project FAR is 2.40, as compared  
15 with an average FAR of 1.33 for all existing single-family dwellings in the surveyed area.  
16 Even when compared with the average FAR of 2.09 for all developed parcels surveyed  
17 (which are heavily skewed toward multifamily development), the Project FAR is  
18 substantially larger. Given that the Code-compliant version of the Project would have a  
19 FAR of 2.22, Real Parties are already permitted, with no variance, to build one of the  
20 denser structures, and the densest single-family dwelling, in the neighborhood.  
21

22 118. Two critically important terms are contained within this third requirement  
23 for variance approval: "necessary" and "substantial property right." A reduction in  
24 dwelling size of only 194 square feet (of the proposed 2,550 square-foot unit) does not  
25 infringe on a substantial property right. It is not "necessary" to have the fourth largest  
26 dwelling unit in the neighborhood, particularly when the Project density greatly exceeds  
27 that of surrounding properties.  
28

1 D. Property and Improvements in the Vicinity Will Be Materially Injured in  
2 Terms of Light Access, Air Circulation, and Obstruction of Private Views.

3 119. The fourth requirement is “[t]hat the granting of the variance will not be  
4 materially detrimental to the public welfare or materially injurious to the property or  
5 improvements in the vicinity.” The ZA’s findings were that:

6 A. *Granting the variance will improve the livability of the subject*  
7 *property and will not be materially detrimental to the public welfare*  
8 *or materially injurious to the neighboring properties. The proposed*  
9 *addition is in scale with the two adjacent four story buildings, as well*  
10 *as other buildings on the subject block. Additionally, the proposed*  
11 *rear extension matches the building depth of the neighboring buildings*  
*and will have a negligible effect on neighboring rear yards’ access to*  
*light and air.*

12 B. *The Planning Department received three letters of support submitted*  
13 *by individuals living on the same block and 36 additional letters of*  
14 *support were submitted from neighbors in the area and other*  
*individuals.*

15 C. *The Planning Department received a Discretionary Review*  
16 *application, four letters in opposition to the project from neighbors on*  
17 *the same block (including one from the Telegraph Hill Dwellers), and*  
18 *11 additional letters in opposition from residents in the neighborhood.*  
19 *However, the Planning Commission did not take Discretionary Review*  
20 *and recommended approval of the building permit application.*  
21 *Concerns ranged from the effect of the proposed addition on private*  
*views, the adverse effects caused by proposed construction, and the*  
*scale of the proposal. The Residential Design Team determined that*  
*the proposed overall scale, design, and fenestration pattern is*  
*consistent with neighborhood character.*

22 120. Contrary to the ZA’s findings, the adverse impacts on neighboring rear  
23 yards’ access to light and air will be substantial. The proposed structure will cast a  
24 shadow in the mid- to late afternoon on Petitioners’ decks, rear yard, and solar panel  
25 array, thereby reducing the array’s output and increasing Petitioners’ energy costs.  
26 Petitioners’ solar array was partially funded through public subsidies in order to support  
27 the State’s greenhouse gas reduction goals. Petitioners designed their home to be  
28

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1 sustainable to contribute to the State's environmental objectives. Allowing a building, by  
2 means of a variance, to shade a preexisting solar array is inconsistent with City and State  
3 policies that promote sustainable energy generation. This type of development approval  
4 will ultimately impact people's willingness to make important investments in sustainable  
5 energy infrastructure. The variance is thus inconsistent with vital public policy objectives  
6 and materially injures the public good.  
7

8  
9 121. The structure will also reduce the amount of natural light entering  
10 Petitioners' dining room, bedroom, and bathroom. Moreover, the proposed structure will  
11 create a wall, blocking wind flow and substantially impacting air circulation in  
12 Petitioners' rear yard. Finally, the excessive depth of the structure will obstruct  
13 Petitioners' and other neighbors' scenic views, causing substantial loss in property value.  
14 These are all material injuries to Petitioners' property that will be directly caused by the  
15 Project variance.  
16

17 122. Petitioners are not the only neighbors whose home would be impacted by  
18 the additional massing at the third floor allowed by the variance. The Project abuts the  
19 side of the three-story structure at 14-16 Castle Street ("Castle Street"). The proposed  
20 new third floor would extend to within 4.5 feet of the existing third floor of Castle Street.  
21 The failure to require a 15-foot rear setback for the Project – which is required of every  
22 other project in the district – will adversely impact light and air flow to Castle Street.  
23

24 123. A number of other neighbors wrote to the Board, stating that the Project  
25 variance would be injurious to their homes. One resident of Montague Place—a small  
26 street to the immediate north of the Site—explained that the Project “would effectively  
27 block all direct sunlight into [her] narrow apartment.” She further explained that her  
28

1 "husband works in this front room every day and depends on this light and air for his  
2 well-being." No fewer than sixteen such letters were sent to the Board in opposition to  
3 the Project variance.  
4

5 124. The injuries that the Project variance will inflict on neighboring properties  
6 thus consist of both tangible economic losses (i.e., property value reductions) and  
7 "quality of life" impacts, affecting people's access to light and air. The ZA's description  
8 of impacts to neighboring properties as "negligible" demonstrates that the City did not  
9 adequately consider the full range and significance of these impacts.  
10

11 125. These impacts are particularly pronounced here because the existing  
12 structure was already non-conforming with respect to setbacks. Neighbors of encroaching  
13 structures often already suffer negative impacts (e.g., with respect to light, air circulation,  
14 and views). These impacts are especially likely to become injurious to neighboring  
15 properties when such encroaching structures are permitted to expand further in a non-  
16 Code compliant manner.  
17

18 **E. The Proposed Expansion Would Not Be in Keeping with Existing Housing**  
19 **and Neighborhood Character.**

20  
21 126. The fifth requirement is that "[t]he granting of such variance will be in  
22 harmony with the general purpose and intent of this Code and will not adversely affect  
23 the General Plan." The ZA found in this regard that:

24 *A. This development is consistent with the generally stated intent and*  
25 *purpose of the Planning Code to promote orderly and beneficial*  
26 *development. Planning Code Section 101.1 establishes eight priority-*  
27 *planning policies and requires review of variance applications for*  
28 *consistency with said policies. The project meets all relevant policies,*  
*including conserving neighborhood character, and maintaining housing*  
*stock.*

1           2. *The proposed project will be in keeping with the existing housing and*  
2           *neighborhood character. The proposal will preserve the existing single-*  
3           *family dwelling unit on the property.*

4           6. *The proposed project will have no effect on the City's preparedness to*  
5           *protect against injury and loss of life from an earthquake.*

6           7. *The project will have no effect on the City's landmarks or historic*  
7           *buildings.*

8           127. The proposed project is not consistent with the second Priority Policy –  
9           “that existing housing and neighborhood character be conserved and protected” (Planning  
10           Code § 101.1(b)(2).) As stated by architectural conservator Jacqui Hogans:

11           The existing massing of 312 Green Street is in line with the historic urban  
12           context of the Telegraph Hill area. . . . Its two-story design fits in with the  
13           surrounding buildings – is appropriate for the area . . . . [The existing  
14           building] is typical of the scale of residences constructed in the area after  
15           the 1906 earthquake and fires . . . . If the proposed alteration is to take  
16           place, which includes the addition of two floors, then the block's original  
17           character will be obliterated.

18           128. The mere fact that the subject property is not eligible for official listing as  
19           a historic resource does not detract from its contribution to the massing patterns on this  
20           block of Green Street, located in close proximity to the Telegraph Hill Historic District.  
21           The architectural attributes of a neighborhood indisputably play a large role in defining a  
22           neighborhood's character. Adding two stories to the existing 1907, two-story structure  
23           would eliminate one of the few remaining structures in the vicinity that retains the size  
24           and scale representative of the post-1906 reconstruction era. The loss of such a unique  
25           structure would necessarily have a deleterious effect on neighborhood character.

26           129. Additionally, the Project would not be consistent with existing housing  
27           and neighborhood character due to its excessive size and density. As explained above, the  
28           Project will be the fourth largest dwelling unit of the 407 dwelling units identified in the  
            survey of contiguous RM-1 zoned parcels. Moreover, the average FAR (i.e., density) for

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1 parcels developed with single-family dwellings in the survey area was 1.33. The Project's  
2 FAR is 2.40, showing how much more densely developed this parcel would be as  
3 compared to neighboring parcels. Even a Code-compliant Project, with a FAR of 2.22,  
4 would remain the densest single-family structure in the neighborhood.  
5

6 130. The average FAR of all developed parcels in the survey area is 2.09. This  
7 figure is noteworthy because all but seven of the parcels surveyed contain multifamily  
8 housing. So the Project—a single family dwelling—will substantially exceed the density  
9 of even multifamily housing in the neighborhood. The Project's excessive density is due  
10 in part to the fact that the Project variance authorized Real Parties to retain the entirety of  
11 the existing two floors, which occupy the whole lot and are thus non-conforming, while  
12 simultaneously reducing the rear-yard setback for the new third and fourth floors.  
13  
14

15 131. Given that "overall density of units [is supposed to] remain[ ] low" in the  
16 applicable zoning district (Planning Code § 209.2.), the ZA's finding that the Project is  
17 consistent with "existing housing and neighborhood character" is not supported by  
18 substantial evidence.  
19

20 132. Finally, the Project does not provide the necessary seismic separation  
21 between the proposed addition and adjacent structures, which could result in damage to  
22 adjacent structures during an earthquake. This negates the ZA's finding that the proposed  
23 project will have no effect on protection against injury and loss of life resulting from an  
24 earthquake.  
25  
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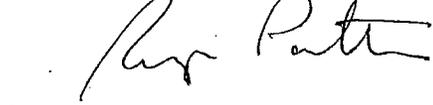
PRAYER

WHEREFORE, Petitioners pray for judgment and relief as hereinafter set forth.

1. That this Court issue a peremptory writ of mandate:
  - a. Commanding the City to rescind, void, and set aside the Department's CEQA exemption determination for the Project, and all decisions upholding that determination, and instead require the Department to perform an initial study of environmental impacts to ascertain the proper scope of environmental review for the Project; and
  - b. Commanding the City to rescind, void, and set aside its decision approving and upholding the Project variance;
2. For costs of suit herein;
3. For reasonable attorneys' fees under Code of Civil Procedure section 1021.5 and Government Code section 800;
4. For such other relief as the Court deems just and proper.

Date: April 21, 2015

ZACKS & FREEDMAN, P.C.



By: \_\_\_\_\_  
Ryan J. Patterson

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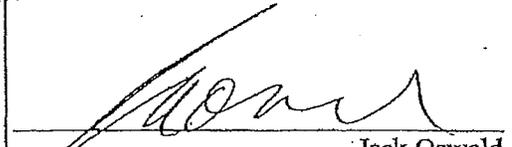
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VERIFICATION

I am a party to this action, and I have read the foregoing and know its contents. The matters stated in the Petition for Writ of Mandate are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 21, 2015, at San Francisco, California.

  
\_\_\_\_\_  
Jack Oswald

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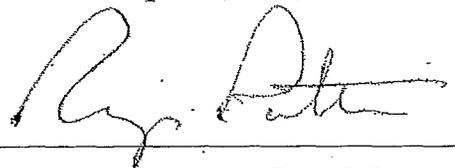
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VERIFICATION

I am one of the attorneys for Anneke Seley, who is a party to this action. Petitioner Seley is absent from the county where my offices are located, and is unable to verify this complaint. I am authorized to make this verification on Petitioner Seley's behalf. I have read the foregoing Petition for Writ of Mandate and know its contents. I am informed and believe and on that ground allege that the matters stated in the Petition for Writ of Mandate are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 21, 2015, at San Francisco, California.



Ryan J. Patterson



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4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: (415) 956-8100  
7 Fax: (415) 288-9755

8 Attorneys for Petitioners  
9 JACK OSWALD and ANNEKE SELEY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION

12 JACK OSWALD and ANNEKE SELEY,

13 Petitioners,

14 vs.

15 CITY AND COUNTY OF SAN  
16 FRANCISCO, a municipal corporation,  
17 BOARD OF SUPERVISORS OF THE CITY  
18 AND COUNTY OF SAN FRANCISCO, SAN  
19 FRANCISCO PLANNING COMMISSION,  
20 SAN FRANCISCO BOARD OF APPEALS,  
21 SAN FRANCISCO ZONING  
22 ADMINISTRATOR, and SAN FRANCISCO  
23 PLANNING DEPARTMENT, inclusive,

24 Respondents.

25 BRUNO KANTER and SUZANNE  
26 KANTER,

27 Real Parties in Interest.  
28

Case No.:

NOTICE OF INTENT TO FILE CEQA  
PETITION

## NOTICE OF INTENT TO FILE CEQA PETITION

To CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PLANNING COMMISSION, SAN FRANCISCO BOARD OF APPEALS, SAN FRANCISCO ZONING ADMINISTRATOR, and SAN FRANCISCO PLANNING DEPARTMENT:

PLEASE TAKE NOTICE, under Public Resources Code § 21167.5, that petitioners, JACK OSWALD and ANNEKE SELEY, intend to file a petition under the provisions of the California Environmental Quality Act against respondent, CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PLANNING COMMISSION, SAN FRANCISCO BOARD OF APPEALS, SAN FRANCISCO ZONING ADMINISTRATOR, and SAN FRANCISCO PLANNING DEPARTMENT, *inter alia*, challenging its Class 1 categorical exemption from CEQA for the project proposed under Building Permit Application No. 2013.11.13.1794 and located at 312 Green Street, San Francisco, and approval of said building permit and rear-yard setback variance (Case No. 2013.1652V) (collectively, the "Project").

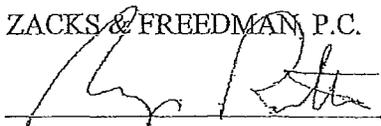
The petition will seek the following relief:

- 1) That this Court issue a peremptory writ of mandate:
  - a. Commanding the City to rescind, void, and set aside the Department's CEQA exemption determination for the Project, and all decisions upholding that determination, and instead require the Department to perform an initial study of environmental impacts to ascertain the proper scope of environmental review for the Project; and
  - b. Commanding the City to rescind, void, and set aside its decision approving and upholding the Project variance;
- 2) For costs of suit herein;
- 3) For reasonable attorneys' fees under Code of Civil Procedure section 1021.5 and Government Code section 800;
- 4) For such other relief as the Court deems just and proper.

A copy of the petition to be filed by petitioners is attached to this notice.

Date: April 21, 2015

ZACKS & FREEDMAN, P.C.

  
By: Ryan J. Patterson

Attorneys for petitioners

JACK OSWALD and ANNEKE SELEY

RECEIVED  
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Patrick Hendricks  
3771 Latimer Place  
Oakland, CA 94609

April 24, 2015

City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA, 94102-4689

To the San Francisco Board of Directors:

London Breed, District 5, President of the Board		
Eric Mar, District 1	Mark Farrell, District 2	Julie Christensen, District 3
Katy Tang, District 4	Jane Kim, District 6	Norman Yee, District 7
Scott Wiener, District 8	David Campos, District 9	Malia Cohen, District 10
John Avalos, District 11		

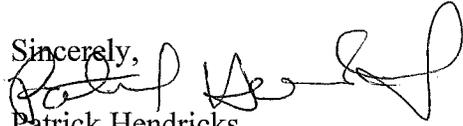
Dear San Francisco Board of Directors,

On Wednesday, April 15, 2015, the Reuters news source posted that the San Francisco Board voted unanimously to ban wild animal performances in San Francisco, including not only circuses but also movies, television shows and commercials. This Ordinance follows in support of Assembly Bill 96, prohibiting the purchase, sale or possession with intent to sell any ivory or rhinoceros horn which was adopted by the California Assembly on February 10, 2015.

Thank you for voting unanimously to inhibit the rampant wildlife trafficking that currently is driving many exotic and iconic species to the brink of extinction.

Wild animals have a right to live with their dignity, their families and their personal lives. It is wrong of humans to use wild animals for entertainment purposes, to forcefully separate animal babies from their mothers and to remove wild animals from their native habitat from which they have already been displaced as a result of human development.

Your unanimous vote to ban performances of wild or exotic animals for public entertainment supports freedom for all living things. Your vote supports freedom and responsibility and preserves the dignity for wild animals and for human beings.

Sincerely,  
  
Patrick Hendricks  
Registered Voter

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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors  
**Subject:** FW: Fiscal Year 2015-16 Memberships - Economic and Workforce Development  
**Attachments:** FY16 Memberships Memo.doc

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**From:** Liedl, Fred (ECN)  
**Sent:** Friday, May 01, 2015 4:47 PM  
**To:** Board of Supervisors, (BOS); Wan, Cherie (CON); Ababon, Anthony (MYR)  
**Cc:** Pascual, Merrick (ECN)  
**Subject:** Fiscal Year 2015-16 Memberships - Economic and Workforce Development

In accordance with Administrative Code Section 16.6, this message serves to notify the Board of Supervisors, Mayor, and Controller of the memberships that the Office of Economic and Workforce Development is requesting as part of the department's 2015-2016 budget. See attached memo for the detailed listing.

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**MEMORANDUM**

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Date: May 1, 2015

To: Angela Calvillo, Clerk of the Board of Supervisors  
Anthony Ababon, Mayor's Office  
Cherie Wan, Controller's Office

From: Todd Rufo, Director – Economic and Workforce Development

Subject: Memberships for Fiscal Year 2015-2016

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Per San Francisco Administrative Code 16.6, the Office of Economic and Workforce Development is requesting appropriation for eight memberships listed below in the next Annual Appropriation Ordinance for Fiscal Year 2015-2016. No memberships have been added or deleted from the previous year's listing:

Program	Vendor	Amount
Economic Development	Sister Cities International	\$ 1,665
Film Commission	Association of Film Commissioners International	750
Film Commission	Film Liaisons in California Statewide	300
Joint Development	Lambda Alpha International	175
Joint Development	Urban Land Institute	215
Workforce Development	California Workforce Association	9,000
Workforce Development	NAWB	1,750
Workforce Development	U S Conference of Mayors	3,000



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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors  
**Subject:** FW: Annual compliance findings for CPMC Development Agreement  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

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**From:** Lou Giraudo [<mailto:lou@gesd.net>]  
**Sent:** Friday, May 01, 2015 3:50 PM  
**To:** [bos@sfgov.org](mailto:bos@sfgov.org)  
**Subject:** Annual compliance findings for CPMC Development Agreement

See attached letter.

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Louis J. Giraudo  
GESD Capital Partners, LLC  
50 Francisco Street, Suite 235  
San Francisco, CA 94133  
Tel: # (415)477-8204

LOUIS J. GIRAUDO  
35 SAN BUENAVENTURA WAY  
SAN FRANCISCO, CALIFORNIA 94127

May 1, 2015

San Francisco Board of Supervisors  
1 Dr. Carleton B. Goodlett Pl.  
San Francisco, CA 94102

Re: Annual compliance findings for CPMC Development Agreement

Dear President Breed and Members of the Board of Supervisors:

Section 8.2.2 of the CPMC Development Agreement (DA) with the City and County of San Francisco identifies me as a "third party monitor," charged with reviewing the City's annual compliance findings and presenting to the Board of Supervisors my agreement or disagreement with the City's findings. I have received and reviewed the Certificate of Compliance, dated February 9, 2015, from Planning Director John Rahaim and Health Director Barbara Garcia. The following are my comments on that document:

I agree with Directors Garcia and Rahaim that CPMC has met the burden of compliance with the requirements of the DA, but also share many of the significant concerns expressed in their letter and believe that CPMC must not only meet the minimum requirements in the agreement, but must also fully live up to its obligations as a care provider in San Francisco. I would suggest that members of the Board of Supervisors and responsible City agencies pay close attention in the coming years to CPMC's performance in the following areas:

- 1) **Baseline Charity Care:** There is no question that CPMC met its requirements under the DA for calendar year 2013 in this category. However the Department of Public Health is aware that CPMC may not meet this requirement for calendar year 2014. I have been advised that the Department is working with CPMC to find ways to make sure CPMC has access to enough charity care and Medi-Cal patients to meet this requirement every year.

- 2) **Medi – Cal Managed Care Beneficiaries in the Tenderloin:** Under the DA, CPMC is required to partner with a newly established management services organization (MSO) in the Tenderloin to provide hospital care for at least 1,500 Medi-Cal managed care beneficiaries . I have been made aware that after analysis the community based clinics have determined that establishing a new Tenderloin MSO would not be feasible. I am also aware that DPH is exploring other options to make a Tenderloin provider available to partner with CPMC in Medi-Cal managed care. I agree with the City that this is a critical provision of the DA and that all parties must work together to arrive at a solution.
  
- 3) **Culturally and Linguistically Appropriate Services at St. Luke's:** CPMC has demonstrated that it has met minimum "CLAS" standards by adopting a formal hospital policy adopting basic standards. But I do not believe this is enough and am disturbed by reports that CPMC has eliminated bilingual Spanish-speaking providers at its St. Luke's diabetes clinic, which serves a largely mono-lingual Spanish speaking population. I do not believe that patients are as well served by interpreters, no matter how skillful, as they are by providers who speak their own language. It should not be difficult for CPMC to continue to employ Spanish-speaking providers at St. Luke's and I believe strongly they should do so.
  
- 4) **Operations Activities Hiring Goals:** CPMC easily met its obligations under the DA for construction related hiring. However the DA also mandates a 40% hiring rate from the San Francisco Workforce System for entry-level operations jobs and CPMC only made 13% of its hires in calendar year 2013 from the system. Because the unmet obligation rolls over to the following year and because this is a good faith obligation, I am prepared to agree with the City's conclusion that CPMC was in compliance in this first reporting period, despite the early missteps documented in the City's compliance certificate.

It is my understanding that as of February 2015, CPMC hiring rate from the Workforce System has risen to 31%, showing considerable improvement. I would fully expect to see the 40% goal met starting with calendar 2015 and each year thereafter.

Sincerely,



Louis J. Girardo

BOARD of SUPERVISORS



City Hall  
Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

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**MEMORANDUM**

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Date: May 1, 2015  
To: Mayor's Office  
Board of Supervisors  
Controller's Office  
From: *AC* Angela Calvillo, Clerk of The Board  
Subject: Professional/Organization Memberships

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In compliance with Administrative Code Section 16.6, following is a list of organizations, including the membership cost, in which the Board of Supervisors/ Clerk of the Board wishes to be a member in Fiscal Year 2015/16:

California Association of Clerks & Election Officials	\$400
California Association of LAFCOs	\$5,937
California Clerks of the Board of Supervisors Association	\$300
California State Association of Counties	\$160,101
City Clerks Association of California	\$295
International Institute of Municipal Clerks	\$350
National Association of Counties	\$16,105
National League of Cities	\$26,421

RECEIVED  
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SAN FRANCISCO

2015 MAY -1 AM 9:09

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BOS-11, COB,  
@Pages, matrix

Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

April 30, 2015

Ms. Angela Calvillo  
Clerk of the Board  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4689

Dear Ms. Calvillo:

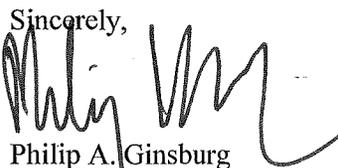
Please find attached the Recreation and Park Department's report for the 3<sup>rd</sup> quarter of FY14-15 in response to the requirements of Resolution 157-99 Lead Poisoning Prevention. To date, the Department has completed assessment and clean-up at **182** sites since program inception in 1999.

Current work involves developing a cleanup plan for Kezar Pavilion. The complexity of the project along with its continual and heavy use necessitates it as our next project. We are in the pre-cleanup planning phase; we have put together a project management team and are drafting a work plan.

I hope that you and interested members of the public find that the Department's performance demonstrates our commitment to the health and well being of the children we serve.

Thank you for your support of this important program. Please do not hesitate to contact me with any questions, comments or suggestions you have.

Sincerely,

  
Philip A. Ginsburg  
General Manager

Attachments: 1. FY14-15 Implementation Plan, 3<sup>rd</sup> Quarter Status Report  
2. Status Report for All Sites

Copy: J. Walseth, DPH, Children's Environmental Health Promotion

(10)

## Attachment 1. Implementation Plan Status Report

### 3<sup>rd</sup> Quarter Status Report

Plan Item	Status
<b>I. Hazard Identification and Control</b>	
<b>a) Program Revision</b>	A revision of the project management procedures was completed in FY13-14.
<b>b) Site Prioritization</b>	Prioritization is based on verified hazard reports (periodic inspections), documented program use (departmental and day care), estimated participant age, and presence of playgrounds or schoolyards.  Sites are selected on a rolling basis; as one site is completed, the next site on the list becomes active.
<b>c) Survey</b>	No surveys are currently planned (pending completion of cleanup at Kezar Pavilion).
<b>d) Cleanup</b>	We are developing a cleanup plan for Kezar Pavilion. The complexity of the project and continual and heavy use of the facility has necessitated the work on this project. We are in the pre-clean up planning phase; we have put together a project management team and are have begun to put together the work plan.
<b>e) Site Posting and Notification</b>	Each site has been or will be posted in advance of clean-up work so that staff and the public may be notified of the work to be performed.
<b>f) Next site</b>	Priority 138, Pine Lake
<b>II. Facilities Operations and Maintenance</b>	
<b>a) Periodic Inspection</b>	Annual periodic facility inspections are completed by staff. The completion rate for FY13-14 was 30%. The completion rate for FY14-15 is not yet available as inspections are not due to be completed until May 2015.
<b>b) Housekeeping</b>	Staff is reminded of this hazard and the steps to control it through our Lead Safe Work Practice.

**c) Staff Training**

Under the Department's Injury and Illness Prevention Program, basic lead awareness training is recommended every two years for appropriate staff (e.g. custodians, gardeners, recreation staff, structural maintenance staff, etc.).

Attachment 2. Status Report for RPD Sites

## Status Report for RPD Sites

Sites are listed in order in which they were prioritized for survey. Prioritization is done using an algorithm which takes into account attributes of a site that would likely mean the presence of children from 0-12 years old (e.g. programming serving children, or the presence of a playground).

Sites are surveyed on a rolling basis. "Rolling" means that when one site finishes, the next site on the list will begin. Current sites are listed at the top. Sites not be completed in exact order of priority due to re-tests and other extenuating circumstances.

Re-tests of previous sites are completed every 10 surveys to ensure that past work has sustained an acceptable level of protection.

### ALL SITES

Priority	Facility Name	Location	Completed	Notes	Retest	Entered in FLOW Program
147	Kezar Pavilion	Golden Gate Park	08-09	Survey completed. Longer term abatement to be conducted.		
138	Pine Lake Park	Crestlake/Vale/Wawona	07-08	Programmed retest; survey to be completed.	X	
172	Broadway Tunnel West-Mini Park	Leavenworth/Broadway				
173	Broadway Tunnel East-Mini Park	Broadway/Himmelman				
174	Lake Merced Park	Skyline/Lake Merced		Includes Harding Park, Flemming Golf, Boat House and other sites. Note that the Sandy Tatum clubhouse and maintenance facilities were built in 2004 and should be excluded from the survey.		
175	Ina Coolbrith Mini Park	Vallejo/Taylor				
176	Justin Herman/Embarcadero Plaza	Clay/Embarcadero				
177	Billy Goat Hill	Laidley/30th				
178	Coso/Precita-Mini Park	Coso/Precita				
179	Dorothy Erskine Park	Martha/Baden				
180	Duncan Castro Open Space	Diamond Heights				
181	Edgehill Mountain	Edgehill/Kensington Way				
182	Everson/Digby Lots	61 Everson				
183	Fairmount Plaza	Fairmont/Miguel				
184	15th Avenue Steps	Kirkham/15th Avenue				
185	Geneva Avenue Strip	Geneva/Delano				
186	Grand View Park	Moraga/14th Avenue				
187	Hawk Hill	14th Avenue/Rivera				
188	Interior Green Belt	Sutro Forest				
189	Japantown Peace Plaza	Post/Buchanan/Geary				
190	Jefferson Square	Eddy/Gough				
191	Joseph Conrad Mini Park	Columbus/Beach				
192	Kite Hill	Yukon/19th				
193	Lakeview/Ashton Mini Park	Lakeview/Ashton				
194	Maritime Plaza	Battery/Clay				
195	McLaren Park-Golf Course	2100 Sunnydale Avenue				
196	Mt. Davidson Park	Myra Way				
197	Mt. Olympus	Upper Terrace				
198	Mullen/Peralta-Mini Park	Mullen/Peralta Mini Park				
199	O'Shaughnessey Hollow	O'Shaughnessey Blvd.				
200	Park Presidio Blvd.	Park Presidio Blvd.				
201	Rock Outcropping	Ortega/14th Avenue		Lots 11, 12, 21, 22, 6		
202	South End Rowing/Dolphin Club	Aquatic Park		Land is leased		

## Status Report for RPD Sites

Priority	Facility Name	Location	Completed	Notes	Retest	Entered in FLOW Program
203	Russian Hill Open Space	Hyde/Larkin/Chestnut		Hyde Street Reservoir		
204	Saturn Street Steps	Saturn/Ord				
205	Seward Mini Park	Seward/Acme Alley				
206	Twin Peaks	Twin Peaks Blvd.				
207	Fillmore/Turk Mini Park	Fillmore/Turk				
208	Esprit Park	Minnesota Street				
209	Brotherhood/Chester Mini Park	Chester St. near Brotherhood Way				
210	Sue Bierman Park	Market/Steuart				
211	29th/Diamond Open Space	1701 Diamond/29th		Is not on current list of RPD sites (6/2/10).		
212	Berkeley Way Open Space	200 Berkeley Way		Is not on current list of RPD sites (6/2/10).		
213	Diamond/Farnum Open Space	Diamond/Farnum		Is not on current list of RPD sites (6/2/10).		
214	Joost/Baden Mini Park	Joost/N of Baden				
215	Grand View Open Space	Moraga/15th Avenue		Included in Grand View Park		
216	Balboa Natural Area	Great Highway/Balboa		Is not on current list of RPD sites (6/2/10).		
217	Fay Park	Chestnut and Leavenworth				
218	Guy Place Mini Park	Guy Place				
219	Portola Open Space					
220	Roosevelt/Henry Steps					
221	Sunnyside Conservatory	Monterey & Baden				
222	Topaz Open Space	Monterey & Baden				
1	Upper Noe Recreation Center	Day/Sanchez	99-00			
2	Jackson Playground	17th/Carolina	99-00	Abatement completed in FY05-06.	04-05	
3	Mission Rec Center	745 Treat Street	99-00, 02-03	Includes both the Harrison and Treat St. sides.	06-07	X
4	Palega Recreation Center	Felton/Holyoke	99-00			X
5	Eureka Valley Rec Center	Collingwood/18th	99-00			
6	Glen Park	Chenery/Elk	99-00, 00-01	Includes Silver Tree Day Camp		
7	Joe DiMaggio Playground	Lombard/Mason	99-00			
8	Crocker Amazon Playground	Geneva/Moscow	99-00			
9	George Christopher Playground	Diamond Hts/Duncan	99-00			
10	Alice Chalmers Playground	Brunswick/Whittier	99-00			
11	Cayuga Playground	Cayuga/Naglee	99-00			
12	Cabrillo Playground	38th/Cabrillo	99-00			
13	Herz Playground (and Pool)		99-00, 00-01	Includes Coffmann Pool		X
14	Mission Playground	19th & Linda	99-00	Notice of Violation abated. Mulch removed and replaced (FY13-14). Entire survey not completed.		
15	Minnie & Lovie Ward Rec Center	Capital Avenue/Montana	99-00			
16	Sunset Playground	28th Avenue/Lawton	99-00			X
17	West Sunset Playground	39th Avenue/Ortega	99-00			
18	Excelsior Playground	Russia/Madrid	99-00			
19	Helen Wills Playground	Broadway/Larkin	99-00			
20	J. P. Murphy Playground	1960 9th Avenue	99-00			X
21	Argonne Playground	18th/Geary	99-00			
22	Duboce Park	Duboce/Scott	99-00, 01-02	Includes Harvey Milk Center		
23	Golden Gate Park	Panhandle	99-00			
24	Junipero Serra Playground	300 Stonecrest Drive	99-00			

## Status Report for RPD Sites

Priority	Facility Name	Location	Completed	Notes	Retest	Entered in FLOW Program
25	Merced Heights Playground	Byxbee/Shields	99-00			
26	Miraloma Playground	Omar/Sequoia Ways	99-00			
27	Silver Terrace Playground	Silver Avenue/Bayshore	99-00			
28	Gene Friend Rec. Center	Folsom/Harriet/6th	99-00			
29	South Sunset Playground	40th Avenue/Vicente	99-00			
30	Potrero Hill Recreation Center	22nd/Arkansas	99-00			
31	Rochambeau Playground	24th Avenue/Lake Street	00-01, 09-10	No abatement needed.		
33	Cow Hollow Playground	Baker/Greenwich	00-01; 09-10			
34	West Portal Playground	Ulloa/Lenox Way	00-01	No abatement needed		
35	Moscone Recreation Center	Chestnut/Buchanan	00-01			
36	Midtown Terrace Playground	Clarendon/Olympia	00-01	No abatement needed		
37	Presidio Heights Playground	Clay/Laurel	00-01			
38	Tenderloin Children's Rec. Ctr.	560/570 Ellis Street	00-01			
39	Hamilton Rec Center	Geary/Steiner	00-01	Note that the Rec. Center part of the facility is new (2010)		
41	Margaret S. Hayward Playground	Laguna, Turk	00-01			
43	Saint Mary's Recreation Center	Murray St./JustinDr.	00-01			
44	Fulton Playground	27th Avenue/Fulton	00-01			
45	Bernal Heights Recreation Center	Moultrie/Jarboe	00-01	No abatement needed		
46	Douglass Playground	Upper/26th Douglass	00-01			
47	Garfield Square	25th/Harrison	00-01			
48	Woh Hei Yuen	1213 Powell	00-01			
49	Father Alfred E. Boeddeker Park	Ellis/Taylor/Eddy/Jones	00-01			
50	Gilman Playground	Gilman/Griffiths	00-01			X
51	Grattan Playground	Stanyan/Alma	00-01	No abatement needed		
52	Hayes Valley Playground	Hayes/Buchanan	00-01			
53	Youngblood Coleman Playground	Galvez/Mendell	00-01			X
55	Angelo J. Rossi Playground (and Pool)	Arguello Blvd./Anza	00-01			
56	Carl Larsen Park (and Pool)	19th/Wawona	00-01			
57	Sunnyside Playground	Melrose/Edna	00-01	No abatement needed		
58	Balboa Park (and Pool)	Ocean/San Jose	00-01	Includes Matthew Boxer stadium		X
59	James Rolph Jr. Playground	Potrero Ave./Army Street	00-01, 02-03	This was originally supposed to be Rolph-Nicol (Eucalyptus) Park in 02-03, but the consultant surveyed the wrong site.		X
60	Louis Sutter Playground	University/Wayland	00-01			
61	Richmond Playground	18th Avenue/Lake Street	00-01			
62	Joseph Lee Recreation Center	Oakdale/Mendell	00-01			
63	Chinese Recreation Center	Washington/Mason	00-01			
64	McLaren Park	Visitacion Valley	06-07		05-06	
65	Mission Dolores Park	18th/Dolores	06-07	No abatement needed	05-06	
66	Bernal Heights Park	Bernal Heights Blvd.	01-02	No abatement needed		
67	Cayuga/Lamartine-Mini Park	Cayuga/Lamartine	01-02, 09-10	No abatement needed		
68	Willie Woo Woo Wong PG	Sacramento/Waverly	01-02, 09-10	No abatement needed.		
70	Jospeh L. Alioto Performing Arts Piazza	Grove/Larkin	01-02	No abatement needed		
71	Collis P. Huntington Park	California/Taylor	01-02			
72	South Park	64 South Park Avenue	01-02			

### Status Report for RPD Sites

Priority	Facility Name	Location	Completed	Notes	Retest	Entered in FLOW Program
73	Alta Plaza Park	Jackson/Steiner	01-02			
74	Bay View Playground (and Pool)	3rd/Armstrong	01-02	No abatement needed		
75	Chestnut/Kearny Open Space	NW Chestnut/Kearny	01-02	No survey done; structures no longer exist.		
76	Raymond Kimbell Playground	Pierce/Ellis	01-02			
77	Michelangelo Playground	Greenwich/Jones	01-02			
78	Peixotto Playground	Beaver/15th Street	01-02	No abatement needed		
80	States St. Playground	States St./Museum Way	01-02			
81	Adam Rogers Park	Jennings/Oakdale	01-02	No abatement needed		
82	Alamo Square	Hayes/Steiner	01-02			
83	Alioto Mini Park	20th/Capp	01-02	No abatement needed		
84	Beideman/O'Farrell Mini Park	O'Farrell/Beideman	01-02	No abatement needed		
85	Brooks Park	373 Ramsell	01-02	No abatement needed		
86	Buchanan St. Mall	Buchanan betw. Grove & Turk	01-02	No abatement needed		
87	Buena Vista Park	Buena Vista/Haight	01-02			
88	Bush/Broderick Mini Park	Bush/Broderick	01-02			
89	Cottage Row Mini Park	Sutter/E. Fillmore	01-02			
90	Franklin Square	16th/Bryant	01-02			
91	Golden Gate Heights Park	12th Ave./Rockridge Dr.	01-02			
92	Hilltop Park	La Salle/Whitney Yg. Circle	01-02	No abatement needed		
93	Lafayette Park	Washington/Laguna	01-02			
94	Julius Kahn Playground	Jackson/Spruce	01-02			
95	Jose Coronado Playground	21st/Folsom	02-03	As of 10/10/02 as per Capital Program Director, G. Hoy, there are no current plans for renovation		
96	Golden Gate Park (playgrounds)	Fell/Stanyan	05-06			
97	Washington Square	Filbert/Stockton	02-03	No abatement needed. Children's play area and bathrooms to be renovated in 3/04.		
98	McCoppin Square	24th Avenue/Taraval	02-03	As of 10/10/02 as per Gary Hoy, no current plans for renovation		
99	Mountain Lake Park	12th Avenue/Lake Sreet	02-03	As of 10/10/02 as per Gary Hoy, no current plans for renovation		
100	Randolph/Bright Mini Park	Randolph/Bright	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
101	Visitacion Valley Greenway	Campbell Ave./E.Rutland	02-03	No abatement needed. Renovation scheduled 3/04.		
102	Utah/18th Mini Park	Utah/18th Street	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
103	Palou/Phelps Park	Palou at Phelps	02-03	No abatement needed. Renovation occurred Summer 2003. Marvin Yee was project mgr. No lead survey/abatement rpt in RPD files.		
104	Coleridge Mini Park	Coleridge/Esmeralda	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		

### Status Report for RPD Sites

Priority	Facility Name	Location	Completed	Notes	Retest	Entered in FLOW Program
105	Lincoln Park (includes Golf Course)	34th Avenue/Clement	02-03	Renovation scheduled 9/04		
106	Little Hollywood Park	Lathrop-Tocoloma	02-03	No abatement needed. Renovation scheduled 9/04		
107	McKinley Square	20th/Vermont	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
109	Noe Valley Courts	24th/Douglass	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
110	Parkside Square	26th Avenue/Vicente	02-03	Children's play area and bathrooms to be renovated in 9/03.		
111	Portsmouth Square	Kearny/Washington	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
112	Potrero del Sol	Potrero/Army	02-03	No abatement needed, renovation scheduled 9/04		
113	Potrero Hill Mini Park	Connecticut/22nd Street	02-03	Renovation scheduled 9/04		
114	Precita Park	Precita/Folsom	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
115	Sgt. John Macaulay Park	Larkin/O'Farrell	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
116	Sigmund Stern Recreation Grove	19th Avenue/Sloat Blvd.	04-05	As of 10/10/02 Capital Program Director indicates no current plans for renovation. Funding expired; will complete in FY04-05		
117	24th/York Mini Park	24th/York/Bryant	02-03	Completed as part of current renovation in December 2002, Renovation scheduled 3/04.		
118	Camp Mather	Mather, Tuolumne County	04-05			X
119	Hyde/Vallejo Mini Park	Hyde/Vallejo	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
120	Juri Commons	San Jose/Guerrero/25th	05-06			
121	Kelloch Velasco Mini Park	Kelloch/Velasco	02-03	No abatement needed. Children's play area scheduled for renovation on 9/04		
122	Koshland Park	Page/Buchanan	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		
123	Head/Brotherhood Mini Park	Head/Brotherwood Way	02-03	No abatement needed. As of 10/10/02 Capital Program Director indicates no current plans for renovation		

## Status Report for RPD Sites

Priority	Facility Name	Location	Completed	Notes	Retest	Entered in FLOW Program
124	Walter Haas Playground	Addison/Farnum/Beacon	02-03	Capital Projects to renovate in Spring 2003. Mauer is PM		
125	Holly Park	Holly Circle	02-03	Renovation planned to begin 4/03; Judi Mosqueda from DPW is PM		
126	Page-Laguna-Mini Park	Page/Laguna	04-05	No abatement needed		
127	Golden Gate/Steiner Mini Park	Golden Gate/Steiner		No Facility, benches only		
128	Tank Hill	Clarendon/Twin Peaks	04-05	No abatement needed		
129	Rolph Nicol Playground	Eucalyptus Dr./25th Avenue	04-05	No abatement needed		
130	Golden Gate Park	Carrousel	05-06			
131	Golden Gate Park	Tennis Court	05-06			
132	Washington/Hyde Mini Park	Washington/Hyde	04-05	No abatement needed		
133	Ridgetop Plaza	Whitney Young Circle	05-06	No abatement needed		
134	Golden Gate Park	Beach Chalet	06-07	No abatement needed		
135	Golden Gate Park	Polo Field	06-07			
136	Sharp Park (includes Golf Course)	Pacifica, San Mateo Co.	06-07			
137	Golden Gate Park	Senior Center	06-07			X
139	Stow Lake Boathouse	Golden Gate Park	06-07, 11-12	CLPP survey and clean-up completed in FY06-07. Site revisited in FY11-12 in conjunction with site maintenance work. Clearance for occupancy received and working closing out project financials with DPW.		
140	Golden Gate Park	County Fair Building	06-07	No abatement needed		
141	Golden Gate Park	Sharon Bldg.	07-08			
143	Allyne Park	Gough/Green	06-07	No abatement needed		
144	DuPont Courts	30th Ave./Clement	07-08			
145	Golden Gate Park	Big Rec	07-08			
146	Lower Great Highway	Sloat to Pt. Lobos	07-08			
148	Yacht Harbor and Marina Green	Marina	06-07, 07-08	Includes Yacht Harbor, Gas House Cover, 2 Yacht Clubs and Marina Green		
149	Palace of Fine Arts	3601 Lyon Street	09-10	No abatement needed.		
150	Telegraph Hill/Pioneer Park	Telegraph Hill	09-10	Clean-up responsibility transferred to Capital and Planning for incorporation into larger project at site.		
151	Saint Mary's Square	California Street/Grant	09-10	No abatement needed.		
152	Union Square	Post/Stockton	09-10	No abatement needed.		
153	Golden Gate Park	Angler's Lodge	07-08			
154	Golden Gate Park	Bandstand	07-08	No abatement needed		

## Status Report for RPD Sites

Priority	Facility Name	Location	Completed	Notes	Retest	Entered in FLOW Program
155	Golden Gate Park	Bowling Green	07-08	Retested 4/09; 16 ppb first draw, still in program		X
156	Golden Gate Park	Conservatory	08-09	No abatement needed.		
157	Golden Gate Park	Golf Course	09-10			
158	Golden Gate Park	Kezar Stadium	07-08			X
159	Golden Gate Park	Nursery	09-10	No abatement needed		X
160	Golden Gate Park	Stables	na	Being demolished. Hazard assessment already completed by Capital.		
161	Golden Gate Park	McLaren Lodge	01-02, 02-03	Done out of order. Was in response to release/spill. See File 565.		
162	Corona Heights (and Randall Museum)	16th/Roosevelt	00-01	Randall Museum used to be separate, but in TMA, Randall is part of Corona Heights, so the two were combined 6/10.		
163	Laurel Hill Playground	Euclid & Collins	10-11			
164	Selby/Palou Mini Park	Selby & Palou	10-11	No abatement needed		
165	Prentiss Mini Park	Prentiss/Eugenia	10-11	No abatement needed		
166	Lessing/Sears Mini Park	Lessing/Sears	10-11	No abatement needed		
167	Muriel Leff Mini Park	7th Avenue/Anza	10-11	No abatement needed		
168	10th Avenue/Clement Mini Park	Richmond Library	10-11	No abatement needed		
169	Turk/Hyde Mini Park	Turk & Hyde	10-11	No abatement needed		
170	Exploratorium (and Theater)	3602 Lyon Street	13-14	Eight metal doors with loose and peeling paint were cleaned up; one water source shut off indefinitely.		
171	Candlestick Park	Jamestown Avenue	10-11			
<b>New Facilities: These facilities not to be included in CLPP survey as they were built after 1978.</b>						
	Alice Marble Tennis Courts	Greenwich/Hyde		Not owned by RPD. PUC demolished in 2003 and all will be rebuilt.		
	Richmond Rec Center	18th Ave./Lake St./Calif.		New facility		
	Visitacion Valley Playground	Cora/Leland/Raymond		Original building clubhouse and PG demolished in 2001. Facility is new.		
	King Pool	3rd/Armstrong		New facility		
	Patricia's Green in Hayes Valley	Hayes & Octavia		Built in 2005		
	India Basin Shoreline Park	E. Hunters Pt. Blvd.		Built in 2003		
	Parque Ninos Unidos	23rd and Folsom		Built in 2004		
	Victoria Manolo Draves Park	Folsom & Sherman		Built in 2006		
	Aptos Playground	Aptos/Ocean Avenue		Site demolished and rebuilt in 2006		

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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors; Calvillo, Angela (BOS)  
**Subject:** FW: Resolution from Board of Appeals re Notice to Tenants  
**Attachments:** Resolution re Notice to Tenants 4-29-15.pdf

---

**From:** Goldstein, Cynthia (PAB)  
**Sent:** Thursday, April 30, 2015 11:40 AM  
**To:** Board of Supervisors, (BOS)  
**Subject:** Resolution from Board of Appeals re Notice to Tenants

The Board of Appeals adopted the attached resolution at its meeting last night with instructions to send it to the members of the Board of Supervisors. I would appreciate your assistance with distributing it to them. Hard copies will be delivered to your office as well.

Thank you.

Cynthia

---

Cynthia G. Goldstein  
Executive Director  
San Francisco Board of Appeals  
1650 Mission Street, Suite 304  
San Francisco, CA 94103  
Phone: 415-575-6881  
Fax: 415-575-6885  
Email: [cynthia.goldstein@sfgov.org](mailto:cynthia.goldstein@sfgov.org)

**SAN FRANCISCO  
BOARD OF APPEALS**

**RESOLUTION ENCOURAGING THE ESTABLISHMENT OF NOTICE  
REQUIREMENTS FOR PERMITS THAT MAY RESULT IN THE REMOVAL OF  
ILLEGAL RESIDENTIAL UNITS**

**WHEREAS**, the Board of Appeals was established in 1932 and is authorized by the San Francisco Charter to hear and decide appeals of permits issued by City departments, commissions and agencies, including building permits; and

**WHEREAS**, as San Francisco works to address a housing shortage, the Board of Appeals has experienced an increase in appeals of permits obtained by landlords seeking to remove residential units, including units that were created without the benefit of permits ("illegal units"); and

**WHEREAS**, the San Francisco Building and Planning Codes do not require that tenants in illegal residential units be notified of the issuance of a permit that will remove their unit. Tenants in legally permitted residential units are entitled to such notice pursuant to San Francisco Building Code Section 106A.4.6(4), which requires notice be posted on a premises subject to a change in occupancy; and

**WHEREAS**, some tenants of illegal units do not become aware of the issuance of a permit that may result in the removal of their unit within the 15-day appeal period set by the San Francisco Business and Tax Regulation Code and, therefore, are unable to file a timely appeal with the Board of Appeals. As a result, the Board of Appeals has experienced an increase in requests filed by such tenants seeking permission to file appeals late; and

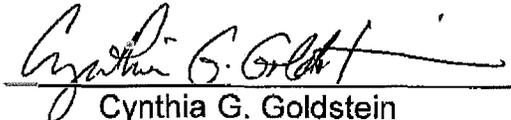
**WHEREAS**, the Board of Appeals, pursuant to case law and its own Rules of Procedure, grants permission to file a late appeal only where the City intentionally or inadvertently caused the would-be appellant to miss the appeal period. Since no notice is required for permits to remove illegal units, the fact that the tenant is unaware of the permit during the 15-day appeal period typically cannot be attributed to an intentional or inadvertent act on the part of the City; therefore, in these situations, the Board of Appeals often does not have a basis to grant permission for the filing of a late appeal. This leaves the tenant with no recourse before the Board with respect to the issuance of the permit;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Appeals encourages the San Francisco Board of Supervisors, the San Francisco Building Inspection Commission, and the San Francisco Planning Commission to consider Code revisions that would require notice be given to tenants of illegal units at the time of permit issuance, as the Code does for legally permitted units, where such units are subject to removal under the permit.

Resolution Encouraging the Establishment of  
Notice Requirements for Permits that May Result  
in the Removal of Illegal Residential Units

Page 2 of 2.

I hereby certify that the foregoing Resolution was adopted by the Board of Appeals at its meeting on April 29, 2015.

  
Cynthia G. Goldstein  
Executive Director

AYES: President Ann Lazarus, Vice President Darryl Honda,  
Commissioner Frank Fung, Commissioner Bobbie Wilson

NOES: None

ABSENT: Commissioner Rick Swig

ADOPTED: April 29, 2015

File # 150331

BSS-11  
CJS  
C Page  
File



1525 Grant Avenue  
San Francisco, CA 94133  
TEL 415.984.1450  
FAX 415.362.7992  
TTY 415.984.9910  
www.chinatowncdc.org

April 24, 2015

Via Email

Hon. Malia Cohen, Chair  
Hon. Scott Weiner  
Hon. Jane Kim

RE: File No. 150331/SUPPORT

Dear Chair Cohen and Supervisors:

We are writing in support of File No. 150331, authorizing the Port to negotiate exclusively with Teatro ZinZanni and Kenwood in connection with their effort to design, entitle and build a permanent theater, new hotel and new public park on Seawall Lot 324.

Chinatown Community Development Center has been a leader in the effort to activate the Broadway corridor after the demolition of the Embarcadero Freeway in the 1990's. By activating the corridor, especially near the waterfront, we hope to draw visitors from the Embarcadero into Chinatown. The Teatro ZinZanni project will serve as significant visitor draw, a virtual waterfront gateway for Broadway and as a byproduct, Chinatown.

The project will also provide much needed open space benefits for the 100+ households living in affordable housing units within the vicinity.

We like where this project is headed so far and look forward to future discussion with the sponsor on how this project can be shaped to benefit the surrounding low income populations. Given this, I urge you to vote in support File No. 150331.

Very truly yours,

Malcolm Yeung  
Deputy Director

CC: Angela Calvillo (Angela.Calvillo@sfgov.org)

AK

RECEIVED  
BOARD OF SUPERVISORS  
SALEMAN'S OFFICE  
2015 APR 30 AM 10:25

150331



Properities previously managed by Chinatown Community Development Center do not discriminate based on race, color, creed, religion, sex, national origin, age, marital status, handicap, ancestry, medical condition, physical handicap, ethnic status, sexual orientation, AIDS, AIDS related conditions (ARC), mental disability, marital status, source of income, or any other arbitrary status



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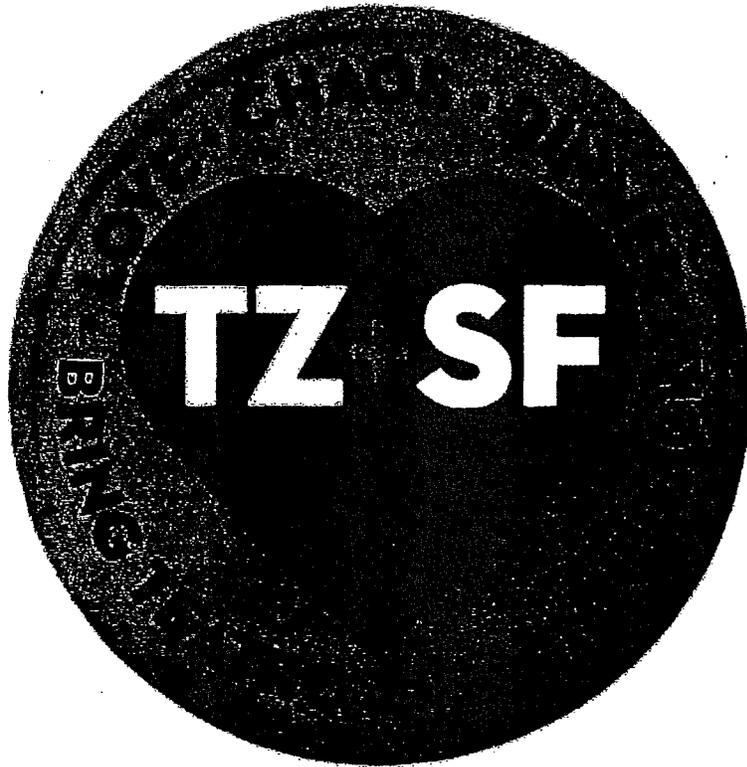
File #150331

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RECEIVED  
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2016 APR 30 AM 10:25  
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# BROADWAY THEATER AND HOTEL PROJECT

presented to members of the

**SAN FRANCISCO BOARD OF SUPERVISORS**

**TZK BROADWAY, LLC**

A Teatro ZinZanni and Kenwood Investments  
Joint Venture

Partners:

Norm Langill  
Annie Jamison  
Markus Kunz

Darius Anderson  
Jay Wallace  
Bill Hooper

**TZK Broadway, LLC**  
A Teatro ZinZanni and Kenwood Investments, LLC Joint Venture  
560 Mission Street, Suite 2800  
San Francisco, CA 94105

President London Breed and  
Members of the Board of Supervisors  
San Francisco, CA 94102

Dear President Breed and Members of the Board:

On behalf of the thousands of San Francisco and national fans of ZinZanni, our local and international performers, and our respective companies, we are excited to present to you the following information in support of our effort to create a long-term home for Teatro ZinZanni at Seawall Lot 324, at Broadway and The Embarcadero.

ZinZanni's and Kenwood Investments' relationship with one another began in 2000, when ZinZanni first came to San Francisco. Since that time, ZinZanni has entertained hundreds of thousands of fans, employed many artists, contracted with hundreds of small businesses, contributed millions of dollars to the Port, the City and the local economy, and helped numerous non-profits in fundraising efforts.

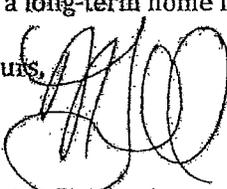
Our new project at Seawall Lot 324 involves the creation of a one-of-a-kind, long-term home for ZinZanni in a mixed use project, including a 180-200 room hotel and a public park. The project will provide a new revenue source for the Port, and increase the City's revenue base through new jobs, and new taxes.

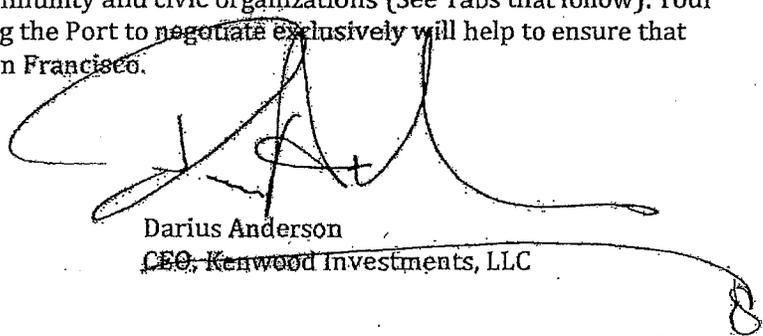
Our project is also consistent with all of the plans for Seawall Lot 324, will be built within the 40-foot height limit for the site, and comply with the historic requirements for the area. The project will activate the neighborhood, create a new gateway up Broadway Street, and improve the pedestrian experience along the waterfront. The plan also includes enclosing ZinZanni's historic "Spiegeltent" inside an architectural bird-safety, glass gazebo which will enliven the area while mitigating noise concerns.

When the Port terminated ZinZanni's lease in 2011, it gave ZinZanni the right to negotiate exclusively for Seawall Lot 324, and we are before the Board to seek approval of the Resolution consistent with that promise. Your approval of the Resolution is a first step, and we will come back to the Port, the community and the Board for CEQA compliance, entitlement and lease approvals in the future.

We are excited to have the opportunity to work with the City on this new cultural and entertainment venue, a project that has already received the support of thousands of neighborhood activists, fans and community and civic organizations (See Tabs that follow). Your support of the Resolution authorizing the Port to negotiate exclusively will help to ensure that ZinZanni has a long-term home in San Francisco.

Very truly yours,

  
Norm Langill  
Producer, Teatro ZinZanni

  
Darius Anderson  
CEO, Kenwood Investments, LLC

**MEMORANDUM**

October 23, 2014

**TO:** MEMBERS, PORT COMMISSION  
Hon. Leslie Katz, President  
Hon. Willie Adams, Vice President  
Hon. Kimberly Brandon  
Hon. Mel Murphy  
Hon. Doreen Woo Ho

**FROM:** Monique Moyer  
Executive Director

**SUBJECT:** Request authorization to submit to the Board of Supervisors Teatro Zinzanni's request for a waiver of the competitive bidding policy set forth in Administrative Code Section 2.6-1

---

**EXECUTIVE SUMMARY**

At its last meeting on October 14, 2014, Port staff and representatives of Teatro Zinzanni (Teatro) made a presentation to the Port Commission. Additions to the staff report prepared for the October 14, 2014 meeting are underlined. A proposed resolution has also been added. Teatro, formerly located at Pier 29 along The Embarcadero at Battery Street, was displaced to make way for the new James R. Herman Cruise Terminal. Pursuant to the Port's approved Tenant Relocation Plan, the Port and Teatro mutually identified Seawall Lot (SWL) 324, as a potential relocation site. Teatro sought broad public input on their design based on a 10 to 15 year lease of approximately half of SWL 324 with a series of temporary structures focused on their historic Spiegel tent. In order to accommodate the community's thoughtful comments on their design and compatibility with the Northeast Waterfront Historic District, Teatro has sought to expand their project. Teatro now proposes to construct a permanent home for their operations in conjunction with a hotel under a long term lease on the entirety of SWL 324, SWL 323, and portions of the Vallejo and Davis Street rights-of way (see attached map) with development expertise from Kenwood Investments.

After Teatro's presentation to the Port Commission on October 14, 2014, and after considering public comments, the Port Commission directed staff to work with Teatro as they seek a waiver from the Board of Supervisors of the competitive bidding policy set forth in Administrative Code Section 2.6-1.

**THIS PRINT COVERS CALENDAR ITEM NO. 10B**

Teatro remains committed to early and thorough public involvement. Since the October 14, 2014 Port Commission presentation, Teatro has conducted further outreach including meeting with the Barbary Coast Neighborhood Association, Golden Gateway Tenants Association and Gateway Commons Board of Directors.

## **BACKGROUND**

Teatro is one of the Port tenants that was relocated to make way for the construction of the James R. Herman Cruise Terminal project located at Piers 27 and 29, pursuant to the Port's approved Tenant Relocation Plan. Teatro is a popular dinner theatre performed in a historic Spiegel tent, which provides a big top setting for live music, comedy and acrobatic entertainment.

In December 2011, the Port and Teatro mutually identified SWL 324, as a potential relocation site. The site is currently being operated as a surface parking lot. Currently SWL 324 is leased to Priority Parking and the site generates approximately \$1 million annually in Port rent. In connection with the Tenant Relocation Plan, the Port and Teatro agreed to negotiate in good faith and seek to complete the necessary documents for a term lease on Port property at the proposed new site. Teatro's initial proposal was to relocate the Spiegel tent, as well as construct accessory facilities for support functions including kitchen and food service, dressing rooms, lobby and storage uses.

Teatro's proposed relocation to SWL 324 is contemplated in the 34<sup>th</sup> America's Cup and James R. Herman Cruise Terminal and Northeast Wharf Plaza Final Environmental Impact Report (FEIR), as required by the California Environmental Quality Act. The FEIR was certified by the Planning Commission on December 15, 2011 and upheld by the Board of Supervisors on January 24, 2012.

SWL 324 is located within the Northeast Waterfront Historic District, which was approved by the Board of Supervisors in 1972, and listed in Article 10 of the City Planning Code. To ensure that the design of the relocated venue is compatible with the architectural character of the Northeast Waterfront Historic District, the FEIR included a mitigation measure requiring Historic Preservation Commission (HPC) review. Specifically the HPC must determine whether the project design complies with Article 10, Appendix D of the City Planning Code, and the Secretary of the Interior Standards for Historic Preservation (Appendix D). This includes addressing the architectural and visual characteristics that define the historic district, including façade line continuity, fenestration and design elements for new construction, and appropriate roof treatments. The FEIR mitigation measure requirements must be satisfied prior to Port Commission action to approve the lease. In addition to this requirement, the project is also subject to review by the Waterfront Design Advisory Committee for consistency with Design and Access Element of the Port's Waterfront Land Use Plan.

An initial proposal for the relocated facilities received preliminary review by the Architectural Review Committee of the HPC in December 2011. At that time the Committee expressed concern about the consistency of the proposed design with the historic district design standards set forth in Appendix D.

In February and May 2012 the Port Commission received informational presentations on Teatro's proposed design and the conceptual business terms for the lease. Port Commissioners indicated in those hearings that a Teatro lease would need to pay base rent in an amount sufficient to replace future SWL 324 parking revenue and allow for participation in potential financial upside in the form of percentage rent.

## **PROJECT EVOLUTION**

From 2011 through 2013, Teatro and their design team modified the project design to respond to HPC and Port staff comments. This proposed design was presented to the Port Commission at several meetings in 2012 as well as the Port's Northeast Waterfront Advisory Group (NEWAG), and various neighborhood community groups. This design occupied approximately half of SWL 324 and featured the historic Spiegel tent as the focal point supported by a group of inter-connected non-permanent structures, including a new secondary tent to support pre and post-function and guest activities, and a number of accessory modular structures with applied facades. In order to be economically feasible with a 10 to 15 year lease, this design was based on modular, one-story accessory structures containing the lobby area, kitchen and food preparation, dressing rooms, restrooms and other support functions.

Teatro sought broad public input on this design and found that they were unable to accommodate the community's thoughtful comments on design issues as well as compatibility with the Northeast Waterfront Historic District without more permanent architecture and revenue generating uses. In order to accommodate the community's thoughtful comments on their design and compatibility with the Northeast Waterfront Historic District, Teatro has sought to expand their project. Teatro now proposes to construct a permanent home for their operations in conjunction with a hotel under a long term lease on an approximately 1.4 acres site encompassing the entirety of SWL 324, SWL 323, and portions a of the Vallejo and Davis Street rights-of way (Site) with development expertise from Kenwood Investments.

In order to achieve these goals Teatro proposes to construct a permanent home for their operations in conjunction with a modest hotel under 40 feet in height. Teatro has teamed with Kenwood Investments, part of the Treasure Island development team to develop a proposal under a long term lease on the Site. As set forth in Administrative Code Section 2.6-1, the Board of Supervisors' policy is to approve only such proposed leases involving City property or facilities that departments have awarded to the highest responsible bidder under competitive bidding procedures, except where competitive bidding is impractical or impossible. After consultation with the Port Commission on October 14, 2014, Teatro is prepared to seek a waiver from the Board of Supervisors of the competitive bidding policy set forth in Administrative Code Section 2.6-1 (Sole Source Waiver). Given the Port's Tenant Relocation Plan for the Pier 27 Cruise Terminal and Teatro's unique character and history on the waterfront, Port staff believe it is reasonable for Teatro to seek a Sole Source Waiver from the Board.

## NEXT STEPS

After hearing the Port Commission's input Teatro has sought further community input on their conceptual design from neighborhood groups and will seek input from the Port's Northeast Waterfront Advisory Group (NEWAG). Since the October 14, 2014 Port Commission presentation, Teatro has conducted further outreach including meeting with the Barbary Coast Neighborhood Association, Golden Gateway Tenants Association and Gateway Commons Board of Directors.

If the Port Commission approves the attached resolution, Port staff will assist Teatro to develop and introduce a resolution seeking the Board's Sole Source Waiver. If the Board grants this exception to competitive bidding, Teatro and the Port will continue discussions regarding project design and economic terms. This would lead to Port Commission consideration of an Exclusive Negotiating Agreement and, if successful, a Term Sheet.

The Term Sheet, outlining key business terms, is subject to Port Commission and Board endorsement. It is expected that key economic terms will include base rent in an amount sufficient to replace future SWL 324 parking revenues and participation in potential financial upside in the form of percentage rent.

The project design would be refined in consultation with the NEWAG, HPC and neighborhood groups as well as being subject to review by the Waterfront Design Advisory Committee for consistency with Design and Access Element of the Port's Waterfront Land Use Plan.

Prepared by: Ricky Tijani, Development Manager  
Jonathan Stern, Asst. Dep. Dir., Waterfront Development Projects

For: Byron Rhett, Deputy Director Planning & Development

Attachment  
1) Map

**PORT COMMISSION  
CITY & COUNTY OF SAN FRANCISCO**

**RESOLUTION NO. 14-58**

- WHEREAS, Charter Section B3.581 empowers the Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port jurisdiction; and
- WHEREAS, The City and County of San Francisco (the "City"), acting by and through the Port Commission (the "Port"), owns approximately 1.4 acres at Seawall Lots 324 and 323 and portions of the Vallejo and Davis Street rights-of way on the west side of The Embarcadero at Vallejo Street ("Site"); and
- WHEREAS, Teatro Zinzanni ("Teatro") wishes to lease the Site from the Port to build a new privately financed performance venue and hotel that would be used for Teatro performances, its non-profit and charitable activities, temporary artist housing, lodging and related uses ("Project"); and
- WHEREAS, As set forth in Administrative Code Section 2.6-1, the Board of Supervisors' policy is to approve only such proposed leases involving City property or facilities that departments have awarded to the highest responsible bidder under competitive bidding procedures, except where competitive bidding is impractical or impossible; and
- WHEREAS, The Waterfront Land Use Plan identifies SWL 324 and SWL 323 as part of the Broadway Pier Mixed-Use Opportunity Area, and the City, through the Port, has undertaken unsuccessful attempts to develop the Site in accordance with the Waterfront Land Use Plan's objectives; and
- WHEREAS, Teatro is one of the Port tenants that was relocated to make way for the construction of the James R. Herman Cruise Terminal project located at Piers 27 and 29, pursuant to the Port's approved Tenant Relocation Plan; and
- WHEREAS, In connection with the Tenant Relocation Plan, the Port and Teatro mutually identified SWL 324 as a potential relocation site and agreed to negotiate in good faith and seek to complete the necessary documents for a term lease on Port property at the proposed new site; and

WHEREAS, Teatro believes a waiver from the Board of Supervisors of the competitive bidding policy set forth in Administrative Code Section 2.6-1 is necessary to the feasibility of the project, and Teatro intends to seek a waiver given the Tenant Relocation Plan and Teatro's history on the waterfront as a unique and popular dinner theatre performed in a historic Spiegel tent; now, therefore, be it

RESOLVED, That the Port Commission directs the Port Executive Director to assist Teatro in developing and introducing a resolution to the Board of Supervisors to consider waiving the competitive bidding policy set forth in Administrative Code Section 2.6-1 with respect to the potential lease of the Site to Teatro; and be it further

RESOLVED, That the Port Commission urges Teatro to engage in outreach to affected and interested neighbors, community members, tenants, the arts community and stakeholders to ensure that the proposed Project is designed with maximum public input.

***I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of October 28, 2014.***

---

Secretary



August 12, 2011

Annie Jamison  
Executive Director  
Teatro Zinzanni  
4025 21<sup>st</sup> Avenue West  
Seattle, Washington 98199

RE: Proposed Sole Source Lease

Dear Ms. Jamison:

The Port is pleased that Teatro Zinzanni has expressed its desire to relocate and has agreed to sign a Mutual Termination Agreement (the "Agreement") for Leases L-12847 and L-13608 in exchange for the ability to negotiate for a new term Sole Source Lease at SWL 324 located at Broadway and The Embarcadero (the "Site"). The termination date in the agreement is January 15, 2012.

The process of successfully obtaining a Sole Source Lease is long and there is no guarantee of a successful outcome. For this reason it is important that Teatro Zinzanni sign the Agreement and return it this office and begin the process of obtaining the necessary entitlements and approvals for a possible new location.

Teatro Zinzanni's relocation is contemplated in the Draft Environmental Impact Report (the "EIR") currently in review for the America's Cup as required by the California Environmental Quality Act ("CEQA"). The proposed Lease triggers Mitigation Measures that are found in the EIR and which require that Teatro Zinzanni apply for and receive a Certificate of Appropriateness from the San Francisco Planning Department, Historic Preservation Commission. There may be additional mitigation measures or additional CEQA review that may be necessary that are specific to the proposed Site. See the Preservation of Historical Architectural and Aesthetic Landmarks San Francisco Building Code App. D, Section 3, page 1403.

Following the execution of the Agreement and the certification of the EIR and successful receipt of a Certificate of Appropriateness or other potential CEQA review and regulatory approvals, the Port will seek authorization from the Port Commission to enter a Sole Source Lease on the terms and conditions outlined in this Lease proposal below. Contingent on a successful outcome at the Port Commission, the Port will seek approval from the Board of Supervisors for the same Sole Source Lease.

Please review the Lease Proposal, sign, date and return to this office if the terms are acceptable.

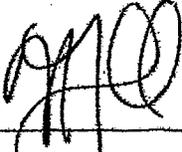
If the terms of this proposal are acceptable, please sign, date and return one copy to this office. We look forward to your response. If you should have any questions please contact me at (415) 274-0514.

Sincerely,

Jeffrey A. Bauer  
Senior Leasing Manager

**AGREED AND ACCEPTED:**

Teatro Zinzanni

By: 

Name: NORM LANGELL

Title: PRESIDENT

Date: 8/18/2011

cc: Monique Moyer, Executive Director  
Susan Reynolds, Deputy Director, Real Estate  
Byron Rhett, Deputy Director, Planning & Development  
Mark Lozovoy, Assistant Deputy Director, Real Estate  
Jay Edwards, Senior Property Manger  
Jennifer Entine Matz, Mayor's Office  
Anne Taupier, Mayor's Office

Enclosures



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**EXHIBIT 1:**

**JOAN BAEZ LETTER**

Teatro  
Zinzanni™  
LOVE  
CHAOS &  
DINNER

Being a part of Teatro Zinzanni  
is always a joyous and magical  
experience. I have cherished my time  
here and am thrilled to know it will be  
returning to San Francisco!

Jean Baus





**EXHIBIT 2:**

**NORTH BEACH / CHINATOWN LETTERS**

## NORTH BEACH/CHINATOWN FRIENDS OF TEATRO ZINZANNI

Dear Members of the Board of Supervisors:

We are writing in support of Teatro ZinZanni's effort to obtain the exclusive right to negotiate for a long-term lease for its, and its development partner's Kenwood Investments', plan for a permanent theater, new hotel and new public park on Seawall Lots 323 and 324.

Teatro ZinZanni and its partner's plans are creative and provide many benefits for the City. The combination of ZinZanni's successful theater with a new hotel, all built within the 40 foot height limit for the site, and the addition of a public park on the lot will activate the neighborhood, create a great new gateway to North Beach and Chinatown, and improve the pedestrian experience along the waterfront. The plan to enclose ZinZanni's historic "Spiegeltent" inside an architectural glass gazebo will enliven the area while mitigating noise concerns.

This project will also provide a new revenue source for the Port, and increase the City's revenue base through new jobs, and new taxes. The fact that revenue from the hotel property will also support ZinZanni's artistic endeavors is financially creative, and will bolster San Francisco's reputation as a city that supports and enhances theater and entertainment uses.

We believe that Teatro ZinZanni and its partner should be given an opportunity to present a complete plan for their Project, and we urge you to vote in support of the sole-source lease when it comes before you so we can welcome Teatro ZinZanni back to the City once again.

Very truly yours,

### **Top of Broadway CBD**

John Stewart  
Gussie Stewart  
Wells Whitney  
Marv Kassoff  
Jeannette Etheridge  
Claudine Cheng  
Stephanie Greenburg  
Elizabeth Hasse, Esq.  
Joe Carouba  
Flicka McGurrin  
Gail Gilman  
Janet Clyde

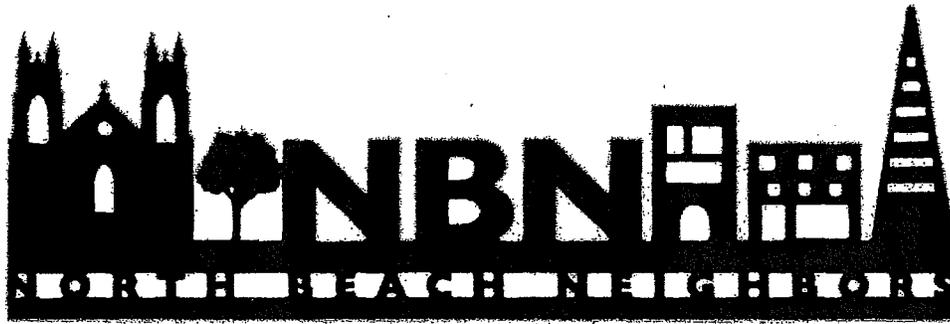
### **SoTel Neighbors**

Denise McCarthy  
Tom McCarthy  
Trish Herman  
Rod Freebairn-Smith  
Jeanie Milligan  
Irene Tibbits  
Susan Idell  
Leslie Kaye  
Larry Zientarski  
Carolyn Peterson  
Karen Goodwin  
Tom Lockard

### **RENEW SF**

Brad Paul  
Bob Mittlestadt  
Linda Spence  
Jim Cunningham  
Bill Hannan  
Richard Idell  
Mardi Kildebeck  
Morton Beebe  
Art Peterson  
Patricia Neel  
Geri Koeppel  
Debra Machi

### **Chinatown Community Development Center (CCDC)**



January 15<sup>th</sup> 2015

Subject: Teatro ZinZanni's proposal for Seawall Lots 323 and 324

Dear Members of the Board of Supervisors

North Beach Neighbors Board of Director's support Teatro ZinZanni's effort to obtain the exclusive right to negotiate for a long-term lease for its, and its development partner's Kenwood Investments', plan for a permanent theater, new hotel and new public park on Seawall Lots 323 and 324.

We believe that ZinZanni and its partner's plans are creative and provide many benefits for the city. The combination of ZinZanni's successful theater with a new hotel, all built within the 40 foot height limit for the site, and the addition of a public park on the lot will activate the neighborhood and improve the pedestrian experience along the waterfront

We support the concept of a theatre in this location and believe that ZinZanni and its partner should be given an opportunity to present a complete plan for their Project. We urge you to vote in support of the sole-source lease so we can welcome Teatro ZinZanni back to the San Francisco once again

Regards,

Susan L. McCullough  
North Beach Neighbors Board of Directors  
Planning and Zoning Chair

Dear Board of Supervisors,

I'm writing in support of a sole-source 66-year lease for Teatro ZinZanni on Seawall Lot 324.

I believe Teatro ZinZanni's founder, producer and artistic director, Norm Langill, is genuinely interested in being a positive presence in our community. His circus dinner theater was a stellar tenant at Pier 29 for the 11 years it ran.

The initial ideas and site plan for a permanent home for Teatro ZinZanni on the Embarcadero and Broadway Street are impressive in their creativity and wide-ranging benefits. The concept of enclosing an aesthetically beautiful tent inside a glass gazebo will enliven the area while mitigating noise concerns.

The addition of a public park and hotel on the lot will only further activate the neighborhood. The plan for an interpretative history walk along Davis Street will be a particularly delightful bonus. The fact that revenue from the hotel property will support the company's artistic endeavors is financially savvy. And the entire operation bolsters San Francisco's reputation for a city ripe with arts and culture.

While many residents nearby are concerned about parking, the majority of visitors to the theater will come via tour buses or take public transit and walk 10 minutes from the Embarcadero BART/Muni station. Those who cannot could take advantage of the hotel's valet parking. Many hotel visitors will surely use taxis from the airport, or again, could take BART or use valet parking.

Also, I like the fact that Teatro ZinZanni preserves the area's rich theater traditions while bringing a new era in entertainment.

It is my opinion that this is by far the best possible development that could be built on the lot and represents a unique opportunity for the city and the Barbary Coast. I urge you to vote in support of the sole-source lease so we can welcome Teatro ZinZanni to the community once again.

Geri Koepfel  
Editor and publisher  
The Barbary Coast News  
480-897-0033 mobile  
415-400-4010 office

January 18, 2015

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, Ca. 94102-4689

**NORTH BEACH/CHINATOWN FRIENDS OF TEATRO ZINZANNI**

**RE: RESOLUTION NO. \_\_\_\_\_**

Dear Members of the Board of Supervisors:

We are writing in support of Teatro ZinZanni's effort to obtain the exclusive right to negotiate for a long-term lease for its, and its development partner's Kenwood Investments', plan for a permanent theater, new hotel and new public park on Seawall Lots 323 and 324.

ZinZanni and its partner's plans are creative and provide many benefits for the City. The combination of ZinZanni's successful theater with a new hotel, all built within the 40 foot height limit for the site, and the addition of a public park on the lot will activate the neighborhood, create a great new gateway to North Beach and Chinatown, and improve the pedestrian experience along the waterfront. The plan to enclose ZinZanni's historic "Spiegel tent" inside an architectural glass gazebo will enliven the area while mitigating noise concerns.

This project will also provide a new revenue source for the Port, and increase the City's revenue base through new jobs, and new taxes. The fact that revenue from the hotel property will also support ZinZanni's artistic endeavors is financially creative, and will bolster San Francisco's reputation as a city that supports and enhances theater and entertainment uses.

We believe that ZinZanni and its partner should be given an opportunity to present a complete plan for their Project, and we urge you to vote in support of the sole-source lease so we can welcome Teatro ZinZanni back to the City once again.

Very truly yours,



Debra Marchi  
1912 Mason Street  
San Francisco

January 18, 2015

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, Ca. 94102-4689

**NORTH BEACH/CHINATOWN FRIENDS OF TEATRO ZINZANNI**

**RE: RESOLUTION NO. \_\_\_\_\_**

Dear Members of the Board of Supervisors:

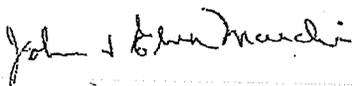
We are writing in support of Teatro ZinZanni's effort to obtain the exclusive right to negotiate for a long-term lease for its, and its development partner's Kenwood Investments', plan for a permanent theater, new hotel and new public park on Seawall Lots 323 and 324.

ZinZanni and its partner's plans are creative and provide many benefits for the City. The combination of ZinZanni's successful theater with a new hotel, all built within the 40 foot height limit for the site, and the addition of a public park on the lot will activate the neighborhood, create a great new gateway to North Beach and Chinatown, and improve the pedestrian experience along the waterfront. The plan to enclose ZinZanni's historic "Spiegel tent" inside an architectural glass gazebo will enliven the area while mitigating noise concerns.

This project will also provide a new revenue source for the Port, and increase the City's revenue base through new jobs, and new taxes. The fact that revenue from the hotel property will also support ZinZanni's artistic endeavors is financially creative, and will bolster San Francisco's reputation as a city that supports and enhances theater and entertainment uses.

We believe that ZinZanni and its partner should be given an opportunity to present a complete plan for their Project, and we urge you to vote in support of the sole-source lease so we can welcome Teatro ZinZanni back to the City once again.

Very truly yours,



Elva and John Marchi  
1910 Mason Street  
San Francisco



January 30, 2015

Annie Jamison  
Executive Director  
Teatro ZinZanni  
*Via Email (annie@zinzanni.org)*

Dear Annie:

On behalf of the THD board, I want to thank you and your colleagues for coming to our board meeting. We appreciate all of you taking time to discuss with us Teatro ZinZanni's plans to construct a new theater and hotel on Seawall Lot 324, along The Embarcadero. We are pleased and encouraged to see a proposal that commits to limited height, mixed use (theater/park), and early discussions with the neighborhood.

We especially appreciate, not just your time, but your willingness to meet with us early in the process in the spirit of consultation and constructive cooperation that we trust will continue as this project moves forward.

We understand that you are early in the project design, and as such, many of the details of that design are not yet available. Hoping to be helpful in shaping that design, though, board members raised several issues, including the following:

- Theater. Board members generally support a theater use for the site. However, members questioned what might happen if the theater use ended. Some members suggested that project approval contain a binding enforceable commitment to retain a theatrical use in connection with the hotel, even if Teatro ZinZanni were to cease operations. We regard the theater use as a key public benefit of the project and an important basis for project approval, not the hotel. As such, a long-term commitment to a theatrical use should be a part of project approvals.
- Hotel. While we understand that Teatro Zinzanni feels that revenue from the hotel is needed to make the project "pencil out," many board members remain concerned about a hotel use on that site, particularly as it relates to size, intensity, and design. More

P.O. BOX 330159 SAN FRANCISCO, CA 94133 • 415.843-1011 [www.THd.org](http://www.THd.org)

effort may be needed to reassure members that the proposed hotel will be compatible with the urban design and historic character of the area. We look forward to talking with you further about this as you develop a more detailed project design.

- Historic district: The project is in the Northeast Waterfront Historical District and located directly across from The Embarcadero National Register Historic District. While we understand from you that the project will not exceed 40 feet in height, board members are concerned that the overall project design be compatible, not just with historic district code requirements, but with the broader historical context of the district, including compatibility of building size, scale, design, and exterior treatment. This is particularly important for the project site, since it not only occupies a prominent location along the waterfront, but it is the gateway to Broadway. Again, we hope to work closely with you and your design team as the project is more fully developed.
- Gazebo. Again relating to design compatibility, concerns were expressed about the design, appearance, and glare of the glass gazebo, including the need for measures to reduce/eliminate bird deaths and injuries due to glass strikes. While we understand that the final design of the gazebo has not been developed, we suggest that you consider a fabric cover instead of glass.
- Park. Board members view the proposed project park and its dedication as publicly-accessible open space as an essential public benefit of the project, and its presence as critical to project approval. As we discussed and you and your team agreed, the park must be not be fenced in but should be open with monitoring by a security guard as a part of the project. This has worked well to date with the Pier 27 Waterfront Park, which is a valued addition to the waterfront, as the new park this project would create also can be.
- Parking. Parking is at a high premium along much of the Northeast Waterfront. While we understand that theater parking is at times when other parking uses are less and that many hotel guests would use public transit (e.g., taxis), board members are concerned that vehicles currently using the site for parking not be displaced into adjoining neighborhoods to worsen an already-difficult parking shortage for many of us who live on the stairways of Telegraph Hill and rely exclusively on street parking.

Before getting too far into detailed project design, we suggest that you conduct (earlier rather than later) a parking and traffic study that accounts for project parking displacement as well as parking usage by theater patrons. The study should consider the cumulative effect of the project, overlaid onto existing and projected parking availability, including parking commitments of other operational or already-approved

January 30, 2015

Page 3

future projects. The study region should include a large enough adjacent portion of the Northeast Waterfront to capture any significant impacts that the project might have on parking and traffic.

We look forward to further discussions with you about these and other issues that may arise as your planning efforts proceed. Please let us know how best to do this, and when you expect to have proposed project plans.

Again, thank you very much for joining us at our meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stan Hayes', with a large, sweeping initial 'S'.

Stan Hayes  
Vice President  
Telegraph Hill Dwellers



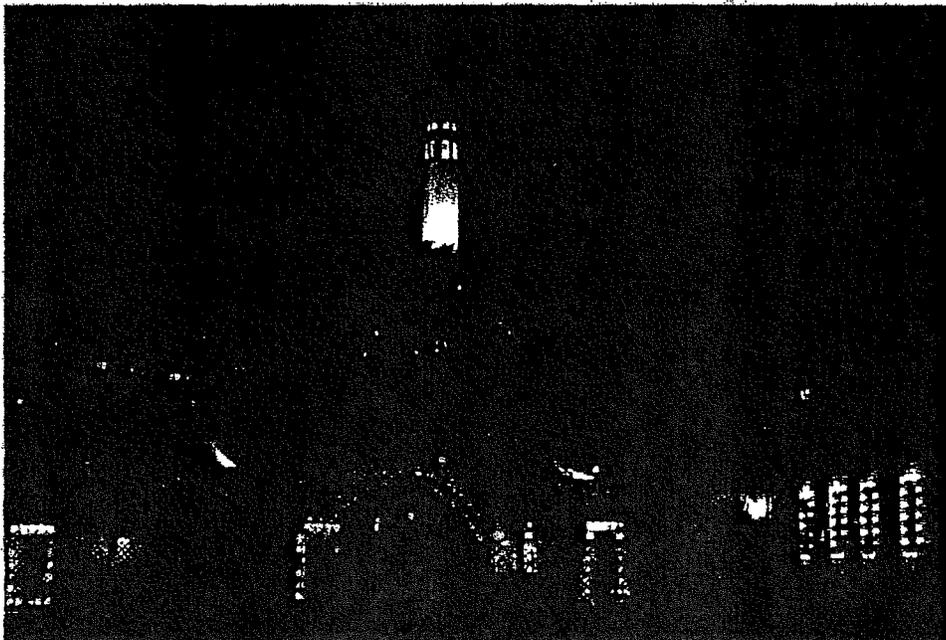
## **EXHIBIT 3:**

**LIST OF SUPPORTING ORGANIZATIONS**



## ORGANIZATIONAL AND COMMUNITY SUPPORTERS

- H.E.R.E. LOCAL 2
- SF HOTEL COUNCIL
- SF BUILDING AND CONSTRUCTION TRADES COUNCIL
- SF CHAMBER OF COMMERCE
- RENEW SF
- SOTEL NEIGHBORS
- TOP OF BROADWAY CENTRAL BUSINESS DISTRICT
- CHINATOWN COMMUNITY DEVELOPMENT CENTER (CCDC)
- NORTH BEACH NEIGHBORS



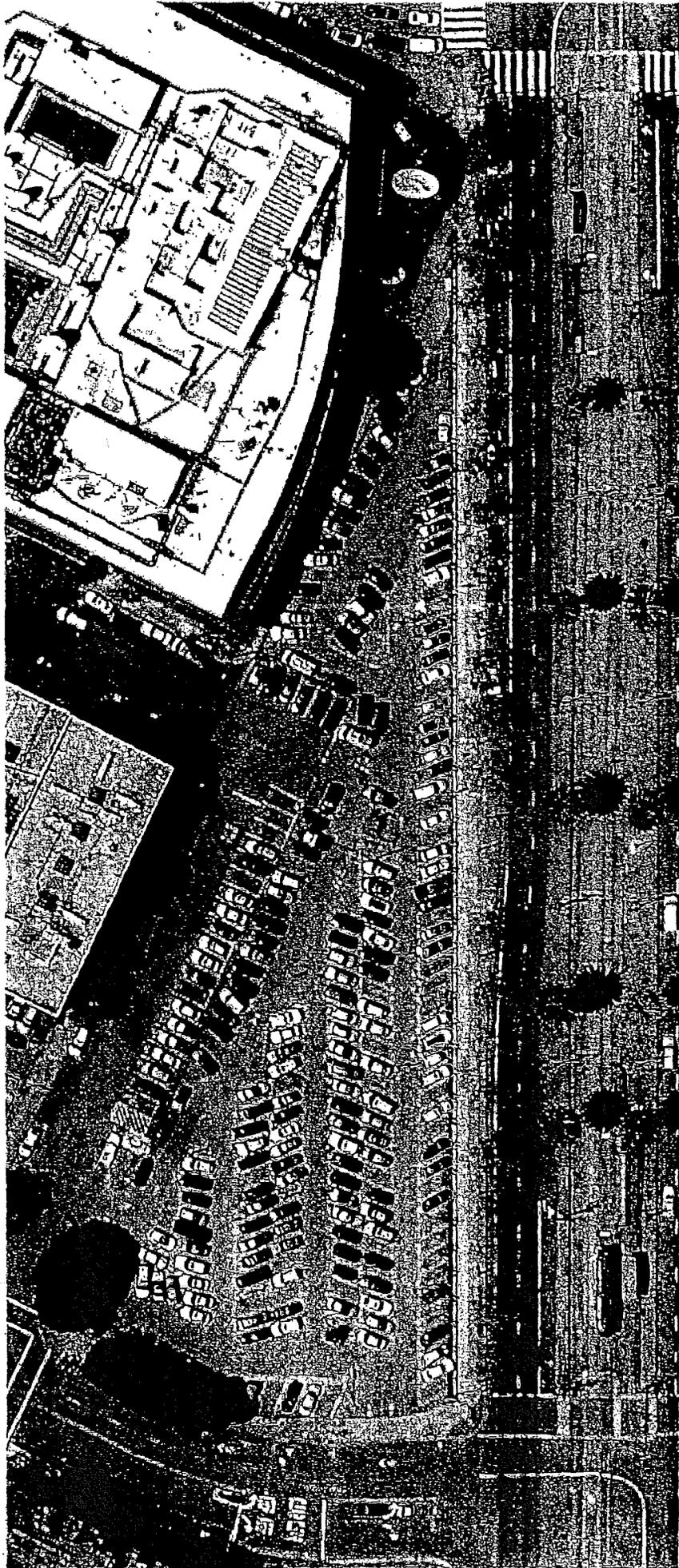


**EXHIBIT 4:**

**BROADWAY THEATRE AND HOTEL SITE PLAN**



- PLANS IN SECTION INCLUDES:
  - PROJECT SITE / EXISTING CONDITIONS
  - GROUND LEVEL PLAN



Project Site/Existing Conditions

**New Theater & Hotel on The Embarcadero | San Francisco, California**

Private Structural & Geotechnical Investigations Project

**KENWOOD INVESTMENTS**

Investigator - Woodward Clyde

Sheet 11 of 11

KENWOOD INVESTMENTS

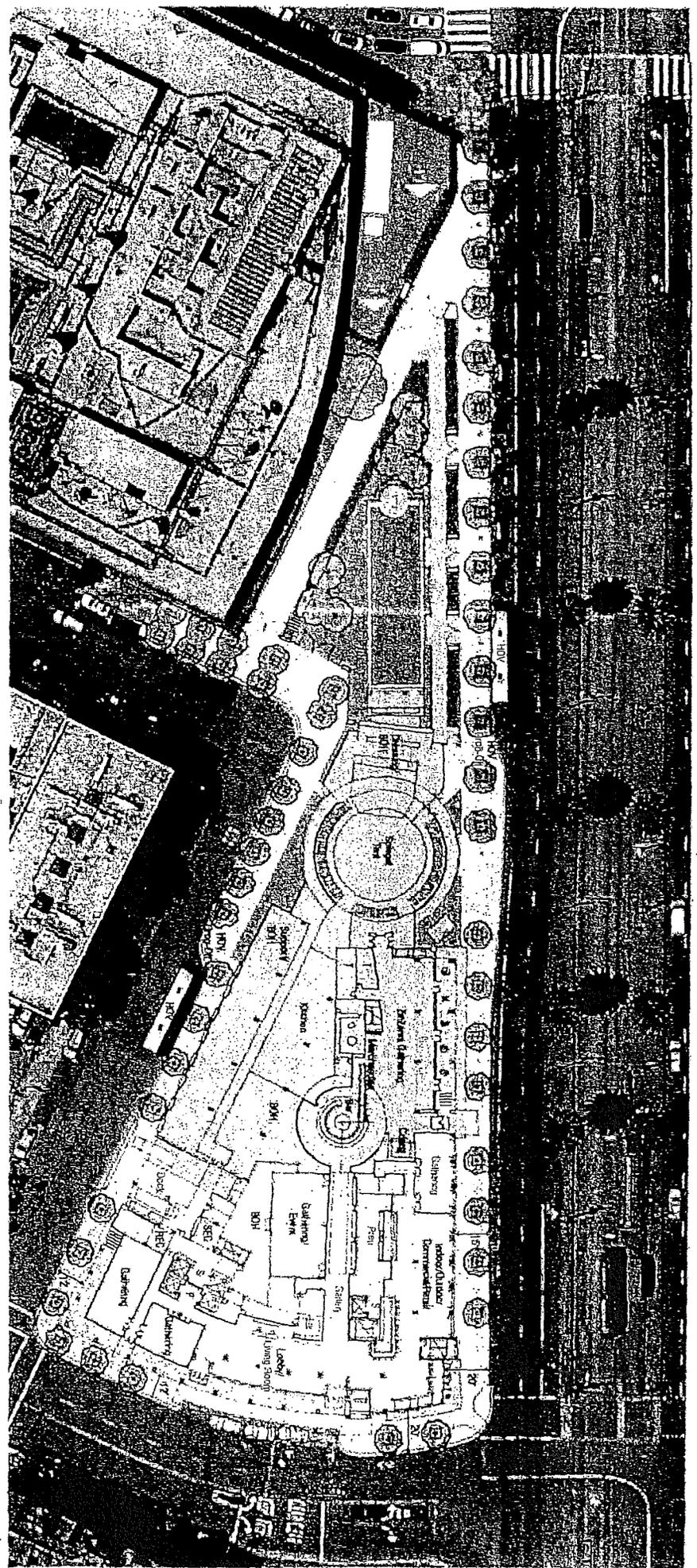
New Theater & Hotel on The Embarcadero | San Francisco, California

A Frank Gehry & Kenwood Investments project

Hornbarger + Worstell Architects

Scale: 1/8" = 1'-0"

Ground Level Plan





**EXHIBIT 5:**

**3,000 SUPPORTERS OF TEATRO ZINZANNI**

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Dear Members of the Board of Supervisors:

I support Teatro ZinZanni's return to San Francisco in a new theatre and hotel project at Seawall Lot 324 at The Embarcadero and Broadway.

In their 10-plus years in San Francisco, Teatro ZinZanni proved to be an invaluable artistic and social resource to the community, and I look forward to their return.

Teatro ZinZanni's new plan for a permanent theatre and mixed-use hotel project along The Embarcadero will be a great new cultural treasure for the City.

Please vote to approve Teatro ZinZanni's plan to return to San Francisco.

Signed,

Amy Chuck	San Francisco	John Knox	San Francisco
Stephanie Taheri	San Francisco	Karen Goodwin	San Francisco
Curtis Scott	San Francisco	Alexis Briggs	San Francisco
Margaret Secour	San Francisco	David Shein	San Francisco
Lawrence Nelson	San Francisco	Fred Bothe	San Francisco
Eric Ringer	San Francisco	Ronald Grafton	San Francisco
Yannette Edwards	San Francisco	Blanche Streeter	San Francisco
Priscilla Chapman	San Francisco	Francisco Torres	San Francisco

SEE ATTACHED FOR FULL LIST OF 3,611 SIGNATURES

[TEATRO ZINZANNI – STATEMENTS OF SUPPORT] 1

Adam Hobbs	San Francisco	Alan Odom	San Francisco	Theresa Eaton	San Francisco
Bruce Schwartzmann	San Francisco	Tim Morgan	San Francisco	Karyn Gladstone	San Francisco
Valerie Rossi	San Francisco	Christina Ignatius	San Francisco	Curt Branom	San Francisco
Doug Shaw	San Francisco	Patrick Markle	San Francisco	Ben Santana	San Francisco
Jonette Brockway	San Francisco	Nathalie Piel	San Francisco	Jim Weber	San Francisco
Joseph Korts	San Francisco	Beverly Shniper	San Francisco	Carole Loo	San Francisco
Mark Bley	San Francisco	Priscila Chapman	San Francisco	Kyle Benjamin	San Francisco
Anna Mauberret	San Francisco	Mariah Zuefle	San Francisco	Anca Cristina Aka	San Francisco
Sean Love	San Francisco	Newman		Ferosha Titties Botez	
Michael Stern	San Francisco	Kathy Cady	San Francisco	Alastair Anderson	San Francisco
Dmitry Stineran	San Francisco	Kathryn Bruin	San Francisco	Sally Sparks	San Francisco
Eileen Kroll	San Francisco	Lillian Kurtz	San Francisco	Lou Grosso	San Francisco
Desiree Bruce	San Francisco	Spence Murray	San Francisco	Francisco Torres	San Francisco
Nicolle Foland	San Francisco	Carolyn Zaremba	San Francisco	Robert Carr	San Francisco
Joaquin Macias	San Francisco	William Underwood	San Francisco	Daniel Mccarthy	San Francisco
Nicholas Strubbe	San Francisco	Fred Phillips	San Francisco	A'lan Abruzzo	San Francisco
Lisette Aparicio	San Francisco	Emre Titizer	San Francisco	Stan Sutton	San Francisco
Arwen Anderson	San Francisco	Steven Hook	San Francisco	Dave Slavik	San Francisco
Lyndsay Murray-Mazany	San Francisco	Noemi Morales	San Francisco	Benjamin Ruhs	San Francisco
Aasiya Tuckson	San Francisco	Denise Gotthardt	San Francisco	Colleen Small	San Francisco
Esther Cousin	San Francisco	Leslie Davias	San Francisco	Penny Chin	San Francisco
Joel Koppel	San Francisco	Angela Deiana	San Francisco	Hilary Heuer	San Francisco
Rafael Ochoa	San Francisco	Jeanne Young	San Francisco	Stephanie King	San Francisco
Barnaby Fisher	Napa	Eric Anderson	San Francisco	Susan Waldron	San Francisco
Victoria Grey	San Francisco	Caren Leong	San Francisco	Chloe Brubaker	San Francisco
Allen Garfinkle	San Francisco	Lisa Eisiminger	San Francisco	Steven Perez	San Francisco
Eriem Souza	San Francisco	Steve Marcotrigiano	San Francisco	Judith Heggie	San Francisco
Sabrina Matlin	San Francisco	Janet Standen	San Francisco	James Cunningham	San Francisco
Wendy Sharp	San Francisco	Gregory Sandritter	San Francisco	Neil Torrefiel	San Francisco
Jeanine Lu	San Francisco	Francesco Romano	San Francisco	William Caston	San Francisco
Beaver Bauer	San Francisco	Loretta Yurkov	San Francisco	Alisha Jew	San Francisco
David Roe	San Francisco	Pat Larrick	San Francisco	Chris Moberly	San Francisco
Mark Alstead	San Francisco	Michael Babel	San Francisco	Melanie Clarke	San Francisco
Ron Lee	San Francisco	David Carson	San Francisco	Gregg Giles	San Francisco
Blanche Streeter	San Francisco	Bruce Neumeier	San Francisco	Criscal Cheung	San Francisco
Amy Chuck	San Francisco	A Mukai	San Francisco	Jeremy Cole	San Francisco
Mike Williamson	San Francisco	Lesley Gordon-Mountian	San Francisco	Daniel Angel	San Francisco
Ken S	San Francisco	Roland Montemayor	San Francisco	Lana Holmes	San Francisco
Paul Sabharwal	San Francisco	Douglas Hardy	San Francisco	John Knox	San Francisco
Marilyn Mercur	San Francisco	Natasha Miller	San Francisco	Valerie O'riordan	San Francisco
Gary Luce	San Francisco	Nina Buthee	San Francisco	Bonnie Rosenstein	San Francisco
				Bonnie	

Paulina Romero	San Francisco	Diana Liang	San Francisco	Lindy Matula	San Francisco
Lauren Harp	San Francisco	Justin Frieders	San Francisco	Monica Orosco	San Francisco
Theresa Cahill	San Francisco	Stephanie Chen	San Francisco	Susan Nguyen	San Francisco
Jason Chaput	San Francisco	Jhene Canody	San Francisco	Yuliya Dvorkin	San Francisco
Paula Blacona	San Francisco	Ben Vilmain	San Francisco	Greg Quiroga	San Francisco
Valentina Simi	San Francisco	Cattin Bowers	San Francisco	Terry Rosenstock	San Francisco
Laura Stepping	San Francisco	Jose Luis Mendara	San Francisco	Virginia Van Zandt	San Francisco
Griselda Cortez	San Francisco	Nick Hill	San Francisco	Chelis López	San Francisco
Teedy Schall	San Francisco	Sansa Alexander	San Francisco	Stephanie Mufson	San Francisco
Itzhak Shniper	San Francisco	Tamara Nelson	San Francisco	Kristina Sutterfield	San Francisco
Kim Robles	San Francisco	Jane Underwood	San Francisco	Karen Quest	San Francisco
Jacque Sem	San Francisco	Howard Hyman	San Francisco	Persis Nakonechny	San Francisco
Laura Vargas	San Francisco	Dan-Dee Lion	San Francisco	Don Hanson	San Francisco
Bent Hagemark	San Francisco	Bix Warden	San Francisco	Patrick Gee	San Francisco
Deborah Lawson	San Francisco	Aaron Wyse	San Francisco	James Mayagoitia	San Francisco
Lily Pena	San Francisco	Donald Burbano	San Francisco	Stephan Dornberg	San Francisco
Judith G Lucius	San Francisco	Diana Pardini	San Francisco	Galina Zelenkovsky	San Francisco
Matthew Ebert	San Francisco	Rob Madry	San Francisco	Brian Staufenbiel	San Francisco
Stephanie Taheri	San Francisco	Morgan Wodhams	San Francisco	Michelle Yu	San Francisco
Sandra Schembari	San Francisco	Eric Cohen	San Francisco	Steve Miller	San Francisco
Paul Karawanny	San Francisco	Stacy Taylor	San Francisco	Jaime Aguirre	San Francisco
Mark Anderson	San Francisco	John Spinale	San Francisco	Ayesha Williamson	San Francisco
Juliette Isles	San Francisco	David Paisley	San Francisco	Eric O'brien	San Francisco
Sherry Harrington	San Francisco	Kelly Iribarren	San Francisco	Marga Gomez	San Francisco
Irving Waldorf	San Francisco	Julie Anne Peralta	San Francisco	Martin Chin	San Francisco
Cynthia Schramm	San Francisco	Rev. Victor H. Floyd	San Francisco	Lauren Chin	San Francisco
Margie Lee	San Francisco	Miriam Telles	San Francisco	Sharon Cassidy	San Francisco
Melanie Silcott	San Francisco	Matthew Niemi	San Francisco	Ambere Stdenis	San Francisco
Peter Harvey	San Francisco	D.Wesley Wiley	San Francisco	John Woodruff	San Francisco
Laura Knight	San Francisco	David Sands	San Francisco	Isaac Luiz	San Francisco
Judith Kurtz	San Francisco	Oscar Samarron	San Francisco	Michael Barnett	San Francisco
Alfred Castino	San Francisco	Felicia Gotthelf	San Francisco	Diana Hernandez	San Francisco
Joyce Garabedian	San Francisco	Eneas Kane	San Francisco	Jerome Marcu	San Francisco
Augut		Joanne Liberati	San Francisco	Rosielle Manuel	San Francisco
Andrew Potter	San Francisco	Jeremiah Moore	San Francisco	Denise Rodriguez	San Francisco
Jay Filipiak	San Francisco	Sidney Pucek	San Francisco	Lauren Richards	San Francisco
Heather Gallagher	San Francisco	Edward Sullivan	San Francisco	Jake Heggie	San Francisco
Peter Chow	San Francisco	Eulia Burigin	San Francisco	Rachel Rodriguez	San Francisco
James Avedikian	San Francisco	Elena Asturias	San Francisco	Chanel Baring	San Francisco
Jennifer Cunha	San Francisco	Cynthia Leavitt	San Francisco	Ken Capelli	San Francisco
Mauricio Roman	San Francisco	Kim Teevan	San Francisco	Karen Goodwin	San Francisco
Rob Graham	San Francisco				

Betty Poon		Patricia Curren	San Francisco	Louise Shumake	San Francisco
Elizabeth Barlow	San Francisco	Rasa Vitalia	San Francisco	Linda Berankova	San Francisco
Chloe Kobernuss	San Francisco	Emma Shlaes	San Francisco	Tiffany Pavon	San Francisco
Nadine Howard	San Francisco	Gary Poon	San Francisco	Alexandra Davies	San Francisco
Irine Dwyer	San Francisco	Elizabeth Thomas	San Francisco	Dean Mermell	San Francisco
Bianca Coleman	San Francisco	Derek Leong	San Francisco	Pam Mitchell	San Francisco
Michael Cadiz	San Francisco	Sonia Caamano	San Francisco	Adelia Cott	San Francisco
Mark Dulong	San Francisco	Gloria McDonald	San Francisco	Ted Cooper	San Francisco
William Whetstone	San Francisco	Megan Denkers	San Francisco	Mary O'reilly	San Francisco
John Rapinchuk	San Francisco	Teresa Lucan	San Francisco	Brian Summers	San Francisco
Lori Hebert	San Francisco	Terry Peckham	San Francisco	Thomas Verniere	San Francisco
Athena Karsant	San Francisco	George Douglas	San Francisco	Rudy Recinos	San Francisco
Elizabeth Carr	San Francisco	Allan Schwartz	San Francisco	Adina Dimalanta	San Francisco
Mark E. Sackett	San Francisco	Tyler Bennett	San Francisco	Robert Yee	San Francisco
Elton Gilbert	San Francisco	Catharine Bray	San Francisco	Pedro Perez	San Francisco
Robert Pomon	San Francisco	Malia Hurtado	San Francisco	Susan Johnson	San Francisco
Dominique Bremond	San Francisco	Annalise Reichert	San Francisco	Brian Cerceo	San Francisco
Jenny Rauh	San Francisco	Kimberly Boynton	San Francisco	Jason Alvillar	San Francisco
Leslie Kernisan	San Francisco	Monica Cereda	San Francisco	Alexis Briggs	San Francisco
Zakhida Makhmudova	San Francisco	Anthony C	San Francisco	Elana Dun	San Francisco
Judy Lock	San Francisco	James Cain	San Francisco	Alexis Rachel	San Francisco
Jaemie Altman	San Francisco	Rachel Grivas	San Francisco	Brian Bowen	San Francisco
Marcia Blanco	San Francisco	Eric Waldron	San Francisco	William Conner	San Francisco
Deanna Schwartz	San Francisco	Rossanna Caylao	San Francisco	Sarah Saleh	San Francisco
Raymond Grinsell	San Francisco	Christine Anthony	San Francisco	Meryl Sokoler	San Francisco
Joanna Boyle	San Francisco	Greg Schwartz	San Francisco	Scott Wazlowski	San Francisco
Antal Runneboom	San Francisco	Anya Aplin	San Francisco	J Eli Felicitas	San Francisco
Joanna Luddington	San Francisco	Isa Glittergirl Isaacs	San Francisco	Thomas Polk	San Francisco
Susan Pemberton	San Francisco	Bamey Jones	San Francisco	Jennifer Lee	San Francisco
Janet Tse	San Francisco	Starr Sutherland	San Francisco	Christine Huey	San Francisco
Kristin Knezevic	San Francisco	Heather White	San Francisco	Dade Thieriot	San Francisco
Chris Saari	San Francisco	Tita Taufa	San Francisco	Janet Boreta	San Francisco
Sylvia Mrabe	San Francisco	Janelle De Los Santos	San Francisco	Sumeer Gupta	San Francisco
Diana Shushkovskaya	San Francisco	Michael Albert	San Francisco	Delaney Wells	San Francisco
Charles Lundquist	San Francisco	Richard Christensen	San Francisco	Dimitri Papaioannou	San Francisco
Curtis Scott	San Francisco	Ryan Murray	San Francisco	Tim Distler	San Francisco
Emma Carlson	San Francisco	Erin Roberts	San Francisco	Vince Walzberg	San Francisco
Jen Machlin	San Francisco	Genie Cartier	San Francisco	Richard Wiener	San Francisco
Jacob Cecil	San Francisco	Monique Mead	San Francisco	Jeremy Leung	San Francisco
Kevin Spivey	San Francisco	Bernard Vash	San Francisco	Margaret Secour	San Francisco
Nora Hailey	San Francisco	March Lowe		Juluen Gerbaux	San Francisco

Diana Lineberry	San Francisco	Keely Weiman	San Francisco	Zenelia Roman	San Francisco
Christopher Woodson	San Francisco	Dale Murphy	San Francisco	Angela Le	San Francisco
Joan Juster	San Francisco	Kim Cooper	San Francisco	Yelena Shturman	San Francisco
Marsha Byers	San Francisco	Chloe Barr	San Francisco	Adib Dudum	San Francisco
Elizabeth Racely	San Francisco	Sheila Vergara	San Francisco	Theresa Ferrer	San Francisco
Mark Hueske	San Francisco	Michele Fontaine	San Francisco	Marisela Prieto	San Francisco
Ryan Butterfoss	San Francisco	Janell Harris	San Francisco	Tommy Toy	San Francisco
Yar Lan Tsai	San Francisco	Xenia Tom	San Francisco	Donna Nuno	San Francisco
David Chavez	San Francisco	Bel Bran	San Francisco	Theresa Chew	San Francisco
Vincent Dureau	San Francisco	Michelle White	San Francisco	Markku Hooli	San Francisco
Michelle Wong	San Francisco	Gary Cross	San Francisco	Cynthia Hernandez	San Francisco
Tanya Dudum	San Francisco	Kristin Jamieson	San Francisco	Larry Wysocki	San Francisco
Karin Klika	San Francisco	Elizabeth Barley	San Francisco	Kirk Lau	San Francisco
Greg Samoulides	San Francisco	Jay Emmons	San Francisco	Lorraine Dudum	San Francisco
Joe Dieffenbacher	San Francisco	John Hedger	San Francisco	Elizabeth Lau	San Francisco
Shauna Danos	San Francisco	Carolyn Shuman	San Francisco	Duane Voge	San Francisco
Svetlana Nikitenko	San Francisco	Veronica Guevara	San Francisco	David Buchholz	San Francisco
Constance Richardson	San Francisco	David Magnusson	San Francisco	James Thomson	San Francisco
Jeff Rowlings	San Francisco	John Wang	San Francisco	Jaclyn Vickery	San Francisco
Peter Sirota	San Francisco	Omar Dudum	San Francisco	Jose Lopez	San Francisco
Miyuki Hasegawa	San Francisco	David Goldfarb	San Francisco	Taylor Williams	San Francisco
Margaretta Kildebeck	San Francisco	Peggy Gee	San Francisco	Trudy Drypolcher	San Francisco
Rachel Velasco	San Francisco	Tomas Exposito	San Francisco	Hagit Glickman	San Francisco
Lisa Semeraro-Castro	San Francisco	Matt Tuchow	San Francisco	Kevin Souza	San Francisco
Peter Vizcaino	San Francisco	Michael Smith	San Francisco	Rene Narducci	San Francisco
Beth Espinoza	San Francisco	Gena Dubose	San Francisco	Adam Flynn	San Francisco
Eric Chung	San Francisco	Mehmet Orun	San Francisco	Louis Fresquez	San Francisco
Gregory Lyons	San Francisco	Kelly Lynch	San Francisco	Bruce Colton	San Francisco
Emily Phillips	San Francisco	David Gaines	San Francisco	Pamela Hudson	San Francisco
Robert Taylor	San Francisco	Caitlin Crandall	San Francisco	Kathi Sparkes	San Francisco
David Shein	San Francisco	Dickson Lo	San Francisco	Melisa Mastrokyriakos	San Francisco
Emily Thompson	San Francisco	Dennis Middleton	San Francisco	Elena Panova	San Francisco
Angelica Magallon	San Francisco	Bryndon Hassman	San Francisco	Dominique Jando	San Francisco
Tina Valentine	San Francisco	Jann Jeung	San Francisco	Fred Bothe	San Francisco
Randy Newtown	San Francisco	Rebecca Yarbrough	San Francisco	Gary Eng	San Francisco
Michael Baycura	San Francisco	Sahar Fayez	San Francisco	Tim Roff	San Francisco
Alicia Hasper	San Francisco	Crystal Whybark	San Francisco	Becky Ban	San Francisco
Robin Mccarthy	San Francisco	Marina Freytes	San Francisco	Jui-Ying Hsieh	San Francisco
Rori Reber	San Francisco	Lawrence Nelson	San Francisco	Frances Ford	San Francisco
Wil Hendricks	San Francisco	David Dannert	San Francisco	Donna Mason	San Francisco
Andrea Kohlruss	San Francisco	Paige Cipro	San Francisco	Miriarni Myers	San Francisco

Michael Shada	San Francisco	Andrea Regjo	San Francisco	Jose Alcazar	Napa
Amanda Hall	San Francisco	Ingrid Mcvanner	San Francisco	Lesley Linton	San Pablo
Zoë Mann	San Francisco	Toyia Wortham	San Francisco	Lee Amaya	Fremont
Stacey Tunteri	San Francisco	Lucille Valdivia	San Francisco	Shannon Murray	Oakland
Carol Queen	San Francisco	Toby Mason	San Francisco	Michael Kazemi	Danville
Gregory Winters	San Francisco	Andrew Paik	San Francisco	Colin Creveling	Oakland
Matthew Welch	San Francisco	Freida Ossi	San Francisco	Chris Hogland	Santa Rosa
Adam Alpern	San Francisco	Marie Wimett	San Francisco	Herman Hammon	Castro Valley
Octavia Monelli	San Francisco	Marion Mcvanner	San Francisco	Barbra Burman	Bonney Doon
Norman Spruill	San Francisco	Emma Romero	San Francisco	Jennifer Adolph	Sunnyvale
Jon Richardson	San Francisco	Owyong		Cynthia Burns	Concord
Aristidis Papaioannou	San Francisco	Rose Bulaong	San Francisco	Herbert Heyn	San Rafael
Anthony Rodriguez	San Francisco	Sean Grove	San Francisco	Troy Coriere	Scotts Valley
John Goldie	San Francisco	John O'Sullivan	San Francisco	Sabrina Eastwood	Santa Cruz
David Tate	San Francisco	Pinder Baidwan	San Francisco	Yannette Edwards	Menlo Park, Ca
Mark Porter	San Francisco	Andy Wong	San Francisco	Shawna Little	Martinez
Bill Boone	San Francisco	Denise Collins	San Francisco	John Mai	San Jose, California
Sandeep Subhedar	San Francisco	Bernadette Gatsby	San Francisco	Neil Macnaughton	Los Gatos
Rene Cender	San Francisco	Jonathan Brickman	San Francisco	Adam Rubinfeld	Danville
Noel Hansen	San Francisco	Natalia Acharzadeh	San Francisco	Laurel Strange	Corte Madera
Chloe Rose	San Francisco	Janelle Slavik	San Francisco	Crystal Blair	Pleasant Hill
Lisa Giachetti	San Francisco	Shanna Rogowski	San Francisco	Victor Hernandez	San Jose
Stacy Rusley	San Francisco	Andrea Chirkoff	San Francisco	Sandra Knightly	Burlingame
Nancy Foley	San Francisco	Michel Luttrell	Hayward	Faith Frank	Antioch
Matt Yocum	San Francisco	Judi Paap	Santa Cruz	Whitman Cook	Oakland
Ian Mcpherson	San Francisco	Erik Whitney	Pacifica	Charlotte Harris	Menlo Park
Tina Estoque	San Francisco	Stephanie Bednar	San Rafael	Thomas Lafrance	Windsor
Brent Martyn		Anne Fudge	Vallejo	Judy Lewis	Redwood City
Jess Bocci	San Francisco	Bruce Owashi	Redwood City	Judy O'brien	Antioch
Annabelle Ramil	San Francisco	Katrena Prior	Hercules	Lawrence Gould	Santa Rosa
Christine Boles	San Francisco	Shannon Pellman	Windsor	Terry Terry	Sausalito
Casey Teague	San Francisco	Seth Erchinger	Newark	Jerry Callaway Md	San Jose
Eric Ringer	San Francisco	Kirk Hylan	Novato	Robert Mathieu	Redwood City
Tiffany Chase	San Francisco	Pattie Phillips	San Rafael	Deborah Gardner	San Lorenzo
Alan Briscoe	San Francisco	Jennifer Brick	Fairfax	Penny Ramey	Vacaville
Krista Juli	San Francisco	Amanda Zizic	Novato	Flavio Campo	Concord
Paul Moore	San Francisco	Judy Wilkinson	Santa Rosa	Chuck Moore	Castro Valley
Jason Schaffer	San Francisco	Katalin Gran-Szovak	San Jose	Marilee Caruso	Vacaville
Rhianna Montgomery	San Francisco	Ronald Grafton	Walnut Creek	Andrew Headrick	Redwood City (Formally San Francisco)
Charles Ju	San Francisco	Alex Crabb	Sunnyvale		
Rebecca Andersen	San Francisco	Bob Epperson	San Bruno	Elliott Gittelsohn	Oakland
		Rosanna Marks	San Francisco		

Al Cunningham	Redwood City	Susan Longland	Santa Rosa	Bonnie Fiedler	Redwood City
Patti Nielsen	Castro Valley	William Greenwalt	San Jose	Jeff Krause	Mountain View
Shannon Ogrady	Daly City	Brian Davis	Mountain View	Richard Sire	Pleasanton
Kelly Nguyen	San Jose	Paul Salvador	Scotts Valley	Jacqueline Simpkins	Castro Valley
Dean Carrico	Bay Point	Tom And Linda Isenburg	Livermore	Imelda Miner	Pleasant Hill
Dustin Covington	Santa Rosa	Veronica Barclay	St Helena	Imelda Miner	Pleasant Hill
Cathy Nguyen	San Jose	Asplund Melissa	San Jose	Jodi Frensley	Watsonville
Michele Haugsnes	Sunnyvale	Patty Brooke	Concord	Chris Orne	Oakland
Marc Andrade	Santa Rosa	Joe Maccarthy	Oakland	Stuart Pidasso	Millbrae
Karin Runge	Oakland	Brad Christian	San Rafael	Pauline Yore	San Jose
Brad Jacobs	Windsor	Ellis Sjoberg	Orinda	Susan Cole	Richmond
Abraham Livchitz	San Jose	Rob Weber	Campbell	Laurie Rittenour	Concord
Don And Maria Van Druten	Walnut Creek	Patrick Cook	Fairfield	Ashley Grabham	San Rafael
Jon Ennik	San Rafael	Diana Rhoten	Sonoma	Anna Mikhaylov	San Jose
Anna Bragg	Menlo Park	Tom Toland	Walnut Creek, Ca	Drew Brewer	Mill Valley Ca
Courtney Patrick	Pleasant Hill	Phyllis Drummond	Santa Rosa	Richard Mahoney	Santa Rosa
Dawn Booker	Pittsburg	Scott Hays	Lafayette	Martha Munoz	Pacific Calif
Cheryl Simpson	Clayton	Alex Katsman	Castro Valley	Silvia Albers	Santa Clara
Paula Carney	Millbrae	Mike Little	Pleasanton	Harvey Berger	
Kurt Nicol	Redwood City	Cisco Oseguera	Sunnyvale	Teri Ketchie	Soquel
Jose Rodriguez	Bay Point	David Hall	San Mateo	Teri Iqbal	Moraga
Regina Zamora	San Jose	Pamela Mack-Smith	San Ramon	Yanira Escalante	Daly City
Paula Hickey	Vallejo	Kelly Gilligan	Fremont	Bill Mapel	Sonoma
Diane Madden	Pacheco	Jeanne Riedel	Oakland	Linda Augustine	Fremont
Sira Mohamed	Rohnert Park	Maria Zupancic	Pacifica	Marie-Helene Senhaux	Novato
Tess Ting	Fremont	Pina Gil	San Jose	Julie Newman	Redwood City
Manny Glisson	Napa	Mary Jacobs	San Anselmo	Anni Long	Mill Valley
Ruriko Williams	Los Altos	Angel Sapodillo	Fremont	Valerie Patterson	Sonoma
Julie McMullan	Menlo Park	Ski Sinosky	Rio Vista	Peggy Anderson	Campbell
Erin Caliboso	San Jose	Sharol Terranova	Brentwood	Sarah Ashton	San Rafael
Michael Ann Blatt	Santa Rosa, Ca	Claire Mclaughlin	Livermore	Gay Mcgreal	Yountville
Molly Morales	St Helena	Angus Mclean	Bay Area	Michelle Nelson	Los Gatos
Celeste Lindemann	Tiburon	Marina Test	Foster City	Ahmet Artikaslan	Alameda
Iltcho Kerelsky	Fremont	Lora Condon	Oaklanad	Katie Voong	Los Altos
Lewis & Elizabeth Pascalli	Fairfield	Cynthia Buck	Santa Rosa	Scott Robison	Santa Rosa
Duane Padilla	Antioch	Peter Smith	San Jose	Pam Dei Rossi	Campbell
Nancy Boerum	Sonoma	Joan Avery	San Jose	Jan Williamson	Menlo Park
Barbara Fopp	Corte Madera	James Jensen	Fremont	Lisa Stunkel	Livermore
Heidi And Lee Lynch	Vacaville	Henry Lee	Pacifica	David Harris	San Ramon
Laura Zabatta	Santa Rosa	Carolina Portillo Franco	Watsonville	Dave Dozier	Pacifica
				Douglas King	Hillsborough

Jennifer King	Aan Jose	Jill Connolly	Pleasanton	Constance Malach	Half Moon Bay
Maureen Carlin	San Rafael	Anureet Tiwana	Vacaville	Mark Pieschke	Vacaville
Carmen Canessa	Ssf	Laurie Degange	San Jose	Sheila O'sullivan	Oakland
Chelsa Dessy	La Honda	Florence Braund	Fairfield	Steven Long	Oakland
Pam Laurich	San Leandro	Marisela Garza	Hayward	Teresa Teles	San Leandro
Judith Weisse	Vallejo	Rebecca Petersen	Pleasanton	Jennifer Hughes	Antioch
Vicki Ovens	Vallejo	Carolyn Gauthier	San Rafael	Jaimie Harris	Oakland
Eric Renaud	San Jose	Henri Gonzales	Santa Clara	Joani Mitchell	Santa Cruz
Bill Rainey	Santa Clara	Joy Geraldi	Novato	Edward Olivarez	San Jose
Michael Mehr	Mountain View	Samantha Scopesie	Fairfield	Naom Mena	San Leandro
Denise Thompson	Santa Rosa	Brendan Byrne	Novato	June Ladd-Hansen	Richmond
Nancy Newman	Daly City	Liz Paez	Petaluma	Russell Gronsky	Redwood City
Doug Harpster	Richmond	Alexandr Munoz	San Ramon	Cornelia Raisner	San Mateo
Joshua Jackson	Davis	Karen Heintz	Santa Rosa	Lorraine Mcdonald	Novato
Fia Kyono	Daly City	Kristyn Pullen	Vallejo	Karen Steward	Tiburon
Melanie Gribbin	San Jose	Christine Abraham	Los Altos Hills	Gina Igel	Union City
María Siqueiros	San Jose	Aislinn Thomas	Castro Valley	Amber Hale	San Jose
Frank Luna	El Sobrante	Charles Cospier	Petaluma	Samantha Brailey	San Jose
Monte Meyers	Berkeley	Amber Hall	San Jose	Anna Psaila	Fairfax
Matthias Hausner	Belmont	Mark Mcmillan	Oakland	Ruth Mohanram	Sunnyvale
Doug Mckechnie	Oakland	Willem Hardijzer	Kensington	Kyla Schwaberow	Santa Rosa
Courtney Mays	Hayward	Mary Steward	San Jose	Sal Molinare	Pleasanton
Sally Samuels	San Carlos	Martin Scott	San Rafael	Bella Monarch	San Anselmo
Deecii Adams	Santa Clara	Alaric Toy	Pleasant Hill	Liz Prior	San Rafael
María Sandoval	Rohnert Park	Jeffrey Bradt	Berkeley	Cindy Kron	Palo Alto
Milagros Santos	Martinez	Jolyn Cafferata	San Jose	Maureen E	Belmont
Tanya Telson	Berkeley	Cybele Baker	Berkeley	Leah Gardner	Oakland
Corissa Dorethy	Rohnert Park	Gary Cruff	San Jose	Vanessa Dimapasoc	San Bruno
Sharon Frasier	Oakland	Vera Blanquie	Rohnert Park	Allan Thorpe	Sebastopol
Julia Lloyd	Union City	Kimberly Huggins	Santa Clara	Michael Pujals	San Rafael
Mark Birman	Los Altos	Stacy Bruce	Pleasanton	Diana Elliott Braddi	Cotati
Michael Pisani	San Jose	Lynda Tillery	Livermore	Lisa Garcia	Castro Valley
Betg Magidson	Castro Valley	Christi Lynn	Emeryville	Usha Viswanathan	South San Francisco
Celia Spivack	Los Altos	Farah Bleck	Fairfield	Angela Elkins	San Rafael
María Laws	Oakland	Elizabeth Williams	Capitola	Kerith Rothfeld	San Rafael
Bruce Nielsen	Livermore	Stacey Anstead	Los Altos	Ruth Gilroy	Rewood City
Kyle Starr	San Leandro	Raymond Smith	Sunnyvale	Jeri Fink	Palo Alto
Nico Posner	Los Altos	Jeanne Fields	Pacifica	Elizabeth Dobisz	San Jose
Dawn Stowers	Antioch	Tina Marie	San Mateo, California	Kristina Dillingham	San Mateo
Jamie Davenport	Concord	Brandt Feldman	Pacifica	Althea Benigni	Oakland
Duane Bennett	El Cerrito	David Waldenb	Castro Valley	Amy Hopkins	Santa Rosa

Garrett Harwood	Danvikke	Nancy Massa	San Ramon	Mai Huynh	Oakland
Romina Cruz	Concord	Marquis Smith	American Canyon	Colleen Garner	San Jose
Chuck Johnson	San Francisco	Carla Roope	Milpitas	John Larkin	Sunnyvale
Jacqueline Navarrete	Burlingame	Tricia Young	Atherton	Cameron Lichtenstein	Napa
Natacha Correa	Martinez	Joan Boffa-Dentone	Boulder Creek	Tiffany Talerico	San Jose
Jenn Dumpit	Berkeley	Garrett Burdick	San Rafael	Syndi Seid	San Anselmo
Anthea Mcdonald-Abbott	Santa Rosa	Joel O'camb	Orinda	Steve Adelman	Mountain View
Casey Kalogiannis	Napa	Andrea Beggs	San Mateo	Gwen Dupre	Alameda
Lucyna Malinowska	San Ramon	Janine Antoine	Oakland	Marilyn Berg Cooper	Pittsburg
Wayne Ott	Redwood City	Kim Bors	Napa	Dorothy Mandujano	Richmond
Michael Watson	Antioch	Isabella Galasso	San Ramon	Mylo Magtoto	Emeryville
Jeanne Silver	Oakland	Liz Anderson	Novato	Gretchen Harrington	San Rafael
Nancy Weiland	Oakland	Raquel Gonzalez	Menlo Park	Casey Vickers	San Rafael
Vivian Schlesinger V	Burlingame	Amy Kolb Tucker	San Jose	Steve Cibull	Alameda
Nicole Cavallero	Rohnert Park	Ron Rosano	San Rafael	Nicole Conoley	San Carlos
Adrienne Bonserio	Santa Rosa	Tom Heath	Danville	Paula Vinson	Glen Ellen
Gene Hays	Emeryville	Bruce Werber	Walnut Creek	Loretta Dyer	Sunnyvale
Robert Rush	Pittsburg	Jane Herman	Los Altos	Heidi Hindley	Santa Rosa
Andrew Huysmans	Palo Alto	Vivian Greene	Concord	Ruth Marley	San Rafael
Linda Beam	San Anselmo	Clintania Walker	Fairfield	Catherine Pivard-Dwyer	San Mateo
Cynthia George	Cotati	Lynne Tsobanakis	Saratoga	Laurie Sterling	Mill Valley
Kathleen Catanho	Lafayette, Ca	Caroline Andrew	Martinez	John Bishop	Oakland
David Beaston	Alameda	Scott Ingram	San Leandro	Mirta Campo	Concord
Scott Zimmerman	Mountain View	Laurie Louie	Fremont	Gail Wakeman	San Mateo
Raul Poniachik	Martinez	Nancy Kaatz	Livermore	Brian Morran	San Francisco
Patricia Doucet	Moraga	Joy Mcnab	Emerald Hills	Olga Avlonitis	Novato
Dana Thomas	Oakland	Carla Elvidge	Fairfield	Bob Skundrich	Livermore
June Rago	Novato	Chantalie De Castro	El Cerrito	Keith Waltrip	Vallejo
Christina Holmes	Pinole	Linda Oleson	Palo Alto	Greg Carpluk	Livermore
Felix Pena	Newark	Mounir Kardosh	Hillsborough	Carrie Boyce	Windsor
Joyce Demattei	San Carlos	Carla Macapinlac	El Sobrante	Bruce Hori	Palo Alto
Edgar Gil	San Jose	Michelle Hernandez	Milpitas	Jillian Del Pozo	Stanford
Mike Brown	San Leandro	Kathy Weddle	South San Francisco	Timirise Solayman	Concord
Billie Butler	Fairfield, Ca	Katherine Chavez	Daly City	Steve Larkin	Alameda
Andrea Moreno	Santa Monica, Ca	David Schumaker	Senastopol	Maurene Drew	Benicia
Aja Shapiro	Pinole	Mary Delong	Montara	Robert Sicular	Berkeley
Anthony Gerald	Novato	David Gregory	South San Francisco	Nancy Atkins	Benicia
Daniel Burke	San Jose	Kelli Devereux Stark	Woodland	George William Bond iii	Concord
Kc Loewen	Sunnyvale	Jaime Mulkey	El Sobrante	Mark Sackett	Benicia
Amanda English	San Jose	Patrick Morris	Alameda	Charlotte Troche	San Carlos
Fatin Dudum	San Bruno	Jan Gates	Santa Rosa		

Laura Ybarro	Los Gatos	Tom Preston	Oakland	Tamala Motta	Sonoma
Lorraine Crussell	Pleasanton	Juan Carlos Escobedo	Fairfield	Lorraine Rumley	Redwood City
Lisa Cazzali	Newark	Barbara Mayer	Rohnert Park	Debra Fisher	Belvedere
Judie Block	Capitola	Phillip Perez	Pleasant Hill, Ca.	Melina Degiovanni	Burlingame
Shirley Soto	Concord	Tammy Laflier	Oakland	Denyce Jocelyn	Vallejo
Cathy Hampton	Benicia	Alicia Clegg	Concord	Crystal Rodriguez	Bay Point
Annie Corbett	Redwood City	Tina Adolph	Emerald Hills	Dorothy Quinn	Walnut Creek
Jorge Del Ruo	Pacifica	Claudia Pieraldi	San Bruno	Nancy Smith	Santa Rosa
Chwryl Karo	Pacifica	Alice Cipriani	Martinez	Cindy And Gary Beytin	San Jose
Rebecca Ware- Gonzalez	San Mateo	Sharon Durant	Castro Valley	Lisa Graham	Fremont
Carol Lacoste	San Rafael. Ca	Raima Sahebzada	Concord	Susan Magee	Alamo
Jane Mcdonald	San Rafael	Jade Adkins	Santa Cruz	Rita Tanner	Santa Rosa
Paula Nelson	Sunnyvale	Lisa Madden	Woodside	Debbie Ruth	Millbrae
Jeffrey Mathis	Vallejo	Barbara Marcotte	Diablo	Americus Mungiole	Walnut Creek
Tamarah Kanewske	San Jose	Janis Johnson	Portola Valley	Mariann Salvador	Scotts Valley
Arlene Thompson	San Leandro	Lori Ann Silva	San Pablo	Angela May Pascua	Daly City
Tiffany Vickers	San Mateo	Amanda Urias	Santa Rosa	Jean Hintermann	Millbrae
Connor Mccolm	San Rafael	Xiaoyan Zheng	San Leandro	Pat Cheek	Penngrove
Sherri Holmes	Sunnyvale	Sharon Landry	Vallejo	Alexias Vierra	Bay Point
Bonnie Lafer	Alameda	Hope Robinson	Millbrae	Lisha Servito	Livermore
Terry Gascay	Los Gatos	Cheryl Ruth	Livermore	Edie-Marie Mata	Woodside
Melissa Fail	Martinez	Faith Feldman	Santa Cruz	Anne Hamilton- Barclay	Fairfield
Keith Beard	Lafayette	Cindi Hollenback	Fremont	Erik Head	San Ramon
Joanne Halas	Walnut Creek	Sabrina Kraft	Travis Afb	Dave Mangonon	Hayward
Kyle Pacheco	Livermore	Nicole Calbreath	San Jose	Mary Coniglio	Pittsburg
Kimberly Gregory	South San Francisco	Tamar Baskind	Berkeley	Michael Mccrary	Fremont
Kathryn Price	Fairfield	Tina Morgado	Pleasant Hill	Loretta Chin	Fremont
Denise Del Beccaro	Danville	Dylan Francis	San Jose	Myrna Brown	Daly City
Ed Jones	Palo Alto	Mimi Tam	Fairfield	Rick Torkelson	Petaluma
Steven Conley	San Bruno	Michael Carrillo	Richmond	Valerie Lankston	Petaluma
John Thomas	San Jose	Alfred Trimble	Fremont	Carol Valenzuela	Alamo
Marysol Mejia	San Mateo	David Leveroni	South San Francisco	Lana Porteous	Pacifica
Tom Jones	Danville	David Krueger	Dixon	Alexis Morales- Loaisiga	Daly City
James Pitchford	San Jose	Andres Rios	San Ramon	Horacio Gutierrez	Glen Ellen
Heather Leveroni	Redwood City (Formally San Francisco)	Jerry Mooney	Pittsburg	William Hernandez	Napa
Darlene Dinelli	San Anselmo	Craig Paterson	Fairfield	J Froiland	Rohnert Park
G Geoffrey Wood	Pleasanton	Gerald Fuller	Stanford	Jake Pearl	Novato
Kathleen Martinez	Bay Point	Todd Walsh	Santa Cruz Calif	Arlene Floresca	Hillsborough
Carmen Gomez	Albany	David Vaillancourt	Santa Rosa	Kerry Heffernan	Oakland
		Jason Malig	Daly City		
		Peter Kolak	Pleasanton		

Lauren Palmisano	San Mateo	Kathleen Mcgraw	Cupertino	Janeen Heath	Danville
Laurie Brown	Santa Rosa	Hilda Mcsweeney	San Jose	Darryl Johnson	Pacheco
Ericka Tate	Sunnyvale	Mary Pearson	Danville	Shannon Rider	Santa Rosa
Robert P. Balinas Balinas	San Jose	Corissa Alviar	San Jose	Angie Disanto	Half Moon Bay
Adam Wolfrum	Emeryville	Erika Neff	Castro Valley	Ruth Chaydez	San Francisco
Karen Soo Hoo	San Mateo	Eden Rodriguez	Foster City	Nicole Bloss	Oakland
Nicole Vigney	Berkeley	Kendra Mathieu	Redwood City	Roberto Angel Rocha	Alameda
Jessica Oropeza	South San Francisco	Amy Seaver	Berkeley	Marsha Standish	Oaklan
Nicole Provolt	Petaluma	Marvin Storey	Palo Alto	Ellie Grenville	Walnut Creek
Nicole Van Stijgeren	Pacifica	Rachel Rainey	Antioch	Rhea Wolkowitz	San Rafael
Lisa Gelardi	Daly City	Jennifer Gharibyar	Concord	Dr Wayne Pernell	Benicia
Jennifer Collins	Sunnyvale	Cynthia Neeley	Novato	Jordan Bajor	Palo Alto
Michele Patterson	Novato	Jenny Ciccirelli	Redwood City	Servillano La Mer	Hayward
Sierra Wingate	San Rafael	Andrew Wong	Pleasanton	Madelline Weaver	Fremont
Rich Lai	San Leandro	Robyn Pitts	San Mateo	Colleen Egan	Alameda
Nadia Nijaradze	Santa Rosa	Gary Mcilrath	Fremont	Sue Cyr	Sunnyvale
Brian Andersen	Newark	Holly Callahan	Oakland	Jay Kaimal	Sausalito
Patrick Wyeth	Castro Valley	Carrie Deperalta	San Jose	Rinske Perkins	Hmb
Dora Madeiros	San Rafael	Bruce Kelly	Diablo	James Sheehan	Hayward
Mari Abeyta	Santa Clara	Lulu Lin	Mountain View	Stefanie Stark	Kensington
Tim Todd	San Pablo	Alicia Yount	Santa Clara	Kurt Weidner	Santa Cruz
Jeff Saylor	Walnut Creek	Ashleigh Kennedy	Union City	Brenda Torres	Fremont
Gloria Burt	Albany	Tristan St.Germain	Santa Rosa	Oscar Gomez	South San Francisco
Joe Zertuche	San Jose	Joe Zertuche	Bayarea	Franklin Agardy	Hillsborough
Kay Lamon	Alameda	Christine Tran	Orinda	John Butterfield	Berkeley
Coni Valentine	Concord	Lori Chaplin	San Jose, Ca	Pj Doney	Petaluma
Juanita Milburn	San Rafael	Mori Craig	Santa Clara	Charles Engan	Kensington
Theresa Potts	Livermore	Brad Becker	Redwood City	Lisa Benson	San Leandro
Jay Briggs	Pleasant Hill	Norm Nelson	Sunnyvale	Jennifer Cunha	Fremont
Renee Stclair	Santa Cruz	Rosie Bartlett	Napa	Susan Wewetzer	Walnut Creek
Shannon Talamantez	Sunnyvale	Jason Lewis	Livermore	Marta Molina	Oakland
James Mcclay	Orinda	Jackie Kenilvorty	Santa Rosa	Preston Petty	Tiburon
Simone Odom	El Sobrante	Scott Bartley	Santa Rosa	Antoine Samra	Burlingame
Beatriz Ramos	San Jose	Julie Hession	Novato	James Avery	Benicia
Tracy Miller	Oakland	Sabina Rodriguez	San Jose	Erik Woodbury	Santa Clara
Teresa Silva	San Jose	Manny Goulart	San Ramon	John Dolinsek	Bodega Bay Ca
Sue Sanders	Richmond	Gina Duncan	Vacaville	Marie Rogers	Sebastopol
Kathy Pool	Petaluma	Cheryl Klynn	Los Altos	Amie Sue Caplain	Los Gatos
Jessica Mccarthy	San Jose	Claire Campodonico	Monte Sereno	Micky Kramer	Redwood City
Faye Barboza	Newark	Brigitte De Leon	Forestville	Summer Dittmer	Oakland
Michael Chavez	Concord	Patricia R Steitz	Moss Beach	Kelly Celli	Novato

Edmund Twohy	Pacheco	Manny Sardinia	Danville	Michael Van De Vante	Mountain View
Lonny Esquivel	South San Francisco	William Giussi Jr	Aptos	Elaine Leitner	Bodega Bay
Natalia Carey	Mountain View	Breanna Buchanan	Petaluma	Leanna Weetman	Pleasanton
Tonya Perez	Pittsburg	Melissa Morales	San Jose	Richard Bell	Hayward Ca.
Sonia Rivas	Hercules	Connie Scott	Oakley	George Schwind	Santa Rosa
Brebt Marin	Hercules	Penelope Hondrogen	San Anselmo	Lydia Perea	Santa Clara, Ca
Nancy Hansen	Fairfield	Davin Wiepking	Mill Valley	Nancy And Jack Gordon	Scotts Valley
Dennis Jow	Livermore	Roya Jue	San Jose	Nina Rescino	Ssf
Samantha Miller	Rohnert Park	Don Macnair	Kenwood	Tiffany Schneider	Newark
Steven Cumow	Dixon, Ca	Monica Lenk	Oakland	Sally Lacy	Livermore
Janice Fong	San Pablo	Julia Ford	Pleasanton	Jelena Gapasin	Campbell
Michael Watts	Mill Valley, Ca	Diana Vargas	Hayward	Sue Hilbun	Martinez
Brian O'grady	Los Altos	Philip Boyer	San Jose	C Vasquez	Oakland
Patrick Martin	San Rafael	Marci Benson	Burlingame	Michele Decarlo	Alameda
Mary Denton	Larkspur	Kirsten Dumford	Petaluma	Kim Karelle	Vallejo
Wenda Oreilly	Palo Alto	Anne Sullivan	Novato	Ana Doria-Quesada	Montara
Corina Hahn	Fremont	Nancy Marcotte	Castro Valley	Joyce Estes	Vallejo
Debra Wallace	Pleasanton	Deborah Wade	Oakland	George W Linn	Hayward
Peter Mcgaw	Walnut Creek	Chris Countryman	Menlo Park	Maya Brusil	Belmont
Cynthia Mandujano	San Jose	Tracy Paxton	Pleasant Hill	Diane Weiland	Oakland
Terry Hartman	Vacaville	Judaline Ryan	San Jose	Nancy Newman Newman	San Jose
Kristan Johnson	Oakland	Sarah Evers Hoffman	San Rafael	Georgina Del Puerto	Antioch
Edward Kemper	Saint Helena	Nicholas Consola	San Mateo	Michele Long	Woodland
Kathleen Koch	Redwood City	Jennifer Devlin	San Mateo	Allison White	Castro Valley
Terri Chauss	Concord	Marianne Petroni	South San Francisco	Jenny Morgan	San Jose
Kim Mcgarvey	San Mateo	Lori Mcfaull	San Ramon	Emilie Wu	San Jose
Pierce Peter Brandt	Palo Alto	Emily Park	Oakland	Barbara Wells	Sonoma
Eamonn Gallagher	San Anselmo	Susan Hopkins	Half Moon Bay	Jason Dunham	Santa Rosa
Jarion Monroe	Mill Valley	Elmer L Steitz Jr	Moss Beach	Ray Bravo	San Jose
Steven Feinberg	Palo Alto	Kim Battisti	Los Gatos	Dori Maheras	San Mateo
Geoffrey Marcy	Berkeley	Steve Weirauch	San Jose	Mary Lou Johnson	San Bruno
Leslie Chow	Aptos	Jessica Rivera	Pinole	David Moore	Walnut Creek
Gregory Ketchum, Ph.D.	Muir Beach	Lauren Pieraldi	San Bruno	Tori Housh	San Anselmo
Sue Orlando	Mill Valley	Devon McCormick	San Lorenzo	Veronica Avelino	South San Francisco
Kat Haas	San Leandro	Isabel Molina	Oakland	Gary Klein	Hayward
Jose Condem	Oakland	Kenneth Wada	San Jose	Rebecca Smith	San Jose
Kelly Koehn	Oakland	John H. Kennedy	Santa Clara	Thomas Edwards	Walnut Creek
Shelley Savage	Concord	Phil Swab	Santa Rosa	Tina Rotolo	Daly City
Barbara Heimowitz	Castro Valley	Tiffany Acosta	Danville	Dmitri Rusov-Morningstar	Santa Rosa,
David Jones	Pacifica	Michael Plitkins	Piedmont		
Mallory Nomura Saul	Moss Beach	Diana Jackson	Orinda		

Lada Rosandich	San Jose	Ginny Westcott	Glen Ellen	Corey Coronado	San Jose
Debbi Douglas	Hayward	Alicia Langlais	Oakland	Desiree Karge	San Jose
John Dittmer	Oakland	Chickie Martin	Livermore	Karen Bergin	Petaluma
Dominic Bridwell	San Leandro	Jeanine Sapertstein	Piedmont	Pandora Hauge	Dublin
Carmen Lucia Cazares	Redwood City California	Dana Costantino	Mill Valley	Orlando Gutierrez	Livermore
Cheri Kratka	Healdsburg	Sandra Aragon	South San Francisco	Bridget Johnston	Alamo
Marian Lebrun	Novato	Joe Butwill	Forestville	Donald Anderson	Redwood City
Roselle Blanchard	Redwood City	Barbara Standifird	Daly City	Gail Artikaslan	Alameda
Ana Sorensen	Benicia	Jason Reaves	San Jose	Jim Jacobson	Novato
Julian Fountain	Oakland	Cj Moore	San Jose	Susan Grant	Larkspur
Niel Hildebrand	Dalycity	Homer Flynn	San Anselmo	Jennie Patterson	Petaluma
Jeff Westbrook	Santa Rosa	Mike Birdsall	Lafayette	Bob Lawlor	Oakland
Karen Koistinen	San Rafael	Mary Gribbin	Oakland	Terry Lynch	Novato
Jennifer Wilde	Alameda	Lauren Cheney	San Jose	Sandy Mcdonald	San Leandro
Teresa Altvater	Belmont	Elizabeth Ganske	Hayward	Michael Eccles	Alameda
Kay Greenlaw	Corte Madera	Norma Dale	Richmond	Chris Rudnicki	Redwood City
Beth Thorpe	Sebastopol	Melissa Thompson	Woodland	Rosemarie Tsoumpas	Hayward
Nadine Lem	San Jose	Gail Fuller	Petaluma	Anne Eckes	Castro Valley
Mark Barragan	Fairfield	James Woo	Vacaville	Bruce Hartman	El Cerrito, Ca
Robert Keith Koledo	San Mateo	Mo Ruslender	Danville	Arcelia Rudy	Boulder Creek
Phil Easton	Walnut Creek	Stephanie Bendele	Redwood City	Rosanne Manning	Redwood City
Jo-Ann Abbate	Pleasant Hill	Marlene Rebello	Sunol	Cheryl Guersch	San Jose
Paula Skinner	Scotts Valley	Katie Sanchez	Alameda	Hilary Martino	San Leandro
Phillip Cunnings	San Carlos	Lynn Houweling	Napa	Gary Beytin	San Jose
Richard Miner	San Anselmo	Lauren Richey	Oakland	Doris Perillo	Hayward
Vena Tambellini	San Jose	Phil Johnson	Saratoga	Bev Fahey	Livermore
Walter Freeman	San Jose	Jennifer Johnson	Pacheco	Jeannine Ray	Vacaville
Nadine Nakazawa	San Carlos	Felicitas Sinosky	Rio Vista	Lorrie Kern	Castro Valley
Kerry Parker	Oakland	Sam Sargent	Oakland	Deborah & Joe Santone	Pleasant Hill
Patricia Ivester	San Carlos	Teipo Brown	Burlingame	David Vangerov	Pacifica
Cheryl Downing	San Jose	Deana Smalley	Redwood City	Peter Rechmann	Half Moon Bay
Scott Welsh	Livermore	Erik Westby		Krystal Waiblinger	Novato
James Hobbs	Richmond	Rob Watson	Felton	Catherine Blish	Piedmont
Carol Whelan	Foster City Ca	Anthony Gerald	Novato	Heather Mcgovern	San Jose
Grace Lam	San Mateo	Roberta Rossi	San Leandro	Charles Ray	Oakland
Shawna Terry	Napa	Rebecca Marcus	Daly City	Robin Polokoff	Walnut Creek
Mark Mathewson	Santa Rosa	Angela Vasquez	Colma	Myles & Jackie Babcock	Fairfax
Ashleigh Behravesh	San Bruno	Tori Crawford	Rohnert Park	Kathy Shear	Danville
Kathy Williams	Castro Valley	Keila Gracie	Bolinas	Chris Hightower	Santa Rosa
Mary Paul	Concord	Celia Manitsas	Novato	Allan Johnson	San Bruno
David Rees	Concord	Shirley Nathan	Sunnyvale		

Sarah And Alexander Zykanov	San Rafael	Adam Doyle	Fremont	Pamela Springer	Berkeley
Bill And Jan Garvin	Rio Vista	Candi Hankins	Santa Clara	Angela Duffy	Half Moon Bay
Traci Psaila	Belmont	John Malick	Piedmont	Marisa Meier	Dublin
Eddie Abrao	Benicia	Sandra Mikesell	Mill Valley	Mary Dougherty	Concord
Connie Fox	San Rafael	Norma Epperson	San Bruno	Larry Grotte	San Carlos
Adrienne Davis	Santa Rosa	Susan Crane	Tiburon	Jeanine Killiaan-Montez	San Lorenzo
Charles Manning	Livermore	Geraldine Freeman	San Rafael	Chris Morano	Santa Rosa
Milan Zeman	San Jose	Robert Boardman	Fairfield	Patrick MCGreal	Saint Helena, Ca
Sharon Lange	Oakland	Karen Seeno	Walnut Creek	Sally Campbell	Walnut Creek
Michael Cheatwood	Hayward	Nora Grafton	Walnut Creek	Matthew Schaefer	Antioch
Arlene Reeves	San Ramon	Gloria Goldberg	Millbrae	Sandy Brady	Sebastopol
Mary Robertson	Saratoga	Jamie Lewis	Livermore	Javier Castro	San Jose
Michael Kent	Davis	Jesakka Tarr	Orinda	Teresa Campbell	San Mateo
Kathleen Herdell	Saint Helena	Frederick & Maria Kintzer	Orinda	Jack Berghouse	Redwood City
Judy Greenwalt	San Jose	Maria Iberti	Sebastopol	Leah Neill	San Lorenzo
Donna Bogdanov	Pacifica	Benjamin Aronson	Los Gatos	Lee Henley	Novato
Laurie Pellman	Windsor	Marcos Gonzalez	Calistoga	Simran V	Fremont
Lynna Agustin	Castro Valley	Rebecca Lockwood	Sunnyvale	Irma Omelas-Woo	Vacaville
Linda M. Ahern	Belmont	Michael Graff	Fremont	Pasha Riazantsev	Sausalito
Diane Britz	Fairfield	Mr. & Mrs. Maendl Maendl	Novato	Leila Martucci	Union City
Randie Boardman	Fairfield	Bonnie Frank	Corte Madera	Celia Zarate	Danville
Stacey Petty	San Jose	Larry & Brenda Jobe	Daly City	Michelle Opheim	San Rafael
Shirley Etemadfar	Novato	Joell Snetsinger	Los Gatos	Wesley Chang	Berkeley
Mary Sweeney	Livermore	Zsuzsanna Debrecent-Kis	San Jose	Denise Weber	Benicia
Tiffany Boulad	Petaluma	Tracy Tran	Santa Clara	Erica Anderson	Santa Rosa
John Anderson	Los Altos	Karen Fenton	Newark	Deborah Adams	Petaluma
Louise Champion	Alameda	Janette Ray	Pacheco	Pat Eccles	Alameda
Vicki Daus	San Jose	Caroline Slivkoff	Los Gatos	Stacey Redman	Redwood City
Penna Omega	Mill Valley	Mandy Smith	Concord	K Marshall	Menlo Park
Alexa Hukari	Oakland	Lisa Payne	Dublin	Lizette Bumbesti	Corte Madera
Linda Sowell	San Leandro	Leticia Kazemi	Alamo	Michelle Cheng	San Carlos
Maria D Guerrero	Sunnuvale	Ron Mires	Mountain View	Eleni Rose	Healdsburg
Jill Corddry	Mountain View	Jhenie Lauder	Herculis	Art Valla	Oakland
Cindy Barni	Moraga	Rishi Bijlani	Sunnyvale	Doreen Villemaire	San Jose
Brian White	Stanford	Maria Toepfer-Foss	San Jose	Lee Pogetto	Novato
Michael Pane	Santa Rosa	Maureen Salas	San Bruno	Richard Rideout	Alameda
Lorry Krone	San Rafael	Pam Mitchell	Santa Cruz	Frank & Diane Beitz	Campbell
Bill Gossy	San Rafael	Sharon Dsilva	Yountville	Eric Meinberg	Lafayette
Kathy And Dan Williams	Los Gatos	Darla Lynd	Concord	Chuck Alderete	San José
Catalina Guinto	Dublin			Dana Macdermott	Berkeley
				Mark Barclay	St Helena

Christine Price	Benicia
Adrienne Dipalma	San Jose
Tyler Parks	Oakland
Christine Milburn	San Rafael
Gladys Fernandez	San Bruno
Kathleen Mckenna	Campbell
Jeongkyoo Choi	Oakland
Jackie Hennings	San Jose
Linda Koenitzer	Petaluma
Jill Filice	Belmont
Jason Harlan	Fairfield
Rowyn Harlan	Fairfield
David Thrower	San Jose
Nalia Pak	San Jose
Zuny Ramoq	Oakland
Amy Delucce	Hayward
Kerry Mueller	Pleasanton
Amanda Parks	Santa Rosa
Kristen Pollack	Corte Madera
Melanie Bonanni	San Bruno
Elizabeth Frieder	Rohnert Park
Ken Prince	Dublin
Ken Payne	Dublin
John Paul Dutka	San Jose
Vincent Lau	Fremont
Lisa Romero	Sausalito
Maria Jimenez	Santa Rosa
Tiffany Honsberger	Antioch
Alexia Razo	Concord
Daniel Carey	Vallejo
Alison Russell	Dixon
Jasmine Castro	San Jose
Taala Albano	Martinez
Lorrie Pineda	Pacifica
Jessica Pablo	Hayward
Jessica Beebe	Santa Cruz
Ann Furlotte	
Stephen O'Steen	Oakland
Arisha Williams	Emeryville
Aaron Kantor	San Carlos, Ca
Erika Mata	San Mateo

Deb Gatta	Mountain View
Rita Renner	San Ramon
Amon Prasad	Santa Clara
Emily Terry	Dublin
Chris Nguyen	Castro Valley
Dean Aure	Novato
Michael Newton	San Jose
Gino Castro	San Bruno
Aimee Andersen	Castro Valley
Anderson Sanchez	Hayward
Fabian Aguirre	Oakland
Tea Beradze	San Jose
Monica Anderson	Benicia
Rana Hirschfield	Calistoga
Jean Talvola	Burlingame
Akiko Hishida	Burlingame
Samantha Cowan	San Rafael
Ross Yeh	San Jose
Irene Marcellinoirene	San Jose
Jessica Silvey	Castro Valley
Melissa Gamo	Novato
Kristine Barbaro	Milbrae
Lisa Mcguinness	Walnut Creek
Bethany Trucios	Alameda
Stuart Miller	Mill Valley
Terry Lamair	San Anselmo
Wilbur Liang	San Jose
Ivan Canales	San Jose
Jennifer Briggs	Pleasant Hill
Adriana Sierra	Campbell, Ca
Arianna Knightly	Burlingame
Ashley Adams	Sunnyvale
Jane Milotich	Glen Ellen
Joan Jacobson	San Anselmo
Jon Gittler	Antioch
Claire Husaruk	Santa Rosa
Sonny Johl	Vacaville
Katy Diaz	Oakland
Stacy Luther	Petaluma
Zena Maccarthy	San Rafael
Kit Baxter	Oakland

Tony Knippen	San Jose
Sandra Felix	Newark
David Hoskins	Oakland
Tiffani Bey	Santa Clara
Victoria Mortimer	Pittsburg
Jamie Atkinson	Napa
Elvira Echevarria	Novato
James Disch	Concord
Michael Eleccion	Oakland
Ogie Strogatz	Walnut Creek
Kim Okerson	Sunnyvale
Natasha Voskoboynik	San Jose
Mariene Johnson	Los Gatos
April Smith	Foster City
Kevin Minney	Alameda
Noah Ismen	Dublin
Julia Hanson	Orinda
Shannon Kunst	Montara
Dennis Flosi	Vacaville
Tiffany Box	San Francisco
Erika Morgan	Penngrove
May Su	San Jose
Alejandra Herrera	San Mateo
John Wood	Pacifica
Allison Bloodworth	Berkeley
Lauren Davis	San Jose
Dasa Bacigalova	Dublin
Danielle Chiaro	Burlingame
Alaina Jones	Novato
Gina Whitney	Livermore
Ron Smith	Walnut Creek
Colleen Giovanni	Moraga
Rina Mitchell	American Canyon
Matt Standing	Sonoma
Jules W	Moraga
Cherie Hester	Petaluma
Kristine Krozek	Palo Alto
Denise Wagner	Emeryville
Celeste Green	Redwood City
Daisy Herrera	Pacifica
Mary Alice Fry	San Francisco



## **EXHIBIT 6:**

**COMMENTS FROM TEATRO ZINZANNI SUPPORTERS**

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## INDIVIDUAL SELECT COMMENTS FROM TEATRO ZINZANNI SUPPORTERS

"An evening with Teatro ZinZanni was one of the most enjoyable evenings that I can remember spending. By the end of the evening my face hurt from laughing and smiling so much. I could not tell enough people about the fun to be had at ZinZanni. I made promise of birthday gifts to take family members to an evening at Teatro ZinZanni only to find out they had folded their tent and left San Francisco temporarily! We are anxiously awaiting their return!"

*Eileen Kroll - San Francisco CA 94105*

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"As a concierge at Hotel Nikko we have had many guests inquire about when Teatro ZinZanni would return. I think a return would not only be a wonderful thing for tourists, but local SF natives as well."

*Desiree Bruce - San Francisco CA 94102*

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"Because I saw Teatro ZinZanni and was so completely amazed and transported and inspired, I found the circus center here in SF and before I knew it, became an aerialist myself and ran away and joined the circus. Teatro ZinZanni can change lives! Bring them back!!!"

*Arwen Anderson - San Francisco CA 94115*

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"I hosted many memorable evenings here for business and personal occasions. Teatro ZinZanni provides a unique venue setting that celebrates the unique character of our beloved city and its inhabitants. Teatro ZinZanni deserves a permanent site so it can continue making us all happier human beings."

*Lesley Gordon-Mountain - San Francisco CA 94132*

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"Circus is the original multi-cultural arts institution and reflects the divers population of San Francisco and the visitors on the Embarcadero. It honors the Barbary Coast roots. A grande strand like the Embarcadero requires a theatre for the cultural status that all remarkable and memorable world wide city's cherish. ZinZanni is an original and unique theatre, and offers the audience 3 hours of the highest quality entertainment. ZinZanni audiences arrive strangers and leave friends ... with their fellow viewers, the cast, and all the staff. They take it to their homes and I bet every single member will have a tale and want to share it with their dearest. I've worked in all the Bay Area's major and small theatres as a costume designer for almost 40 years and I think ZinZanni is the most appropriate theatre for the Embarcadero. It should be the jewel in the crown. Grab it, park it, let it shine."

*Beaver Bauer - San Francisco CA 94110*

"San Francisco needs and deserves Teatro ZinZanni. It has become a tradition in my family to attend for special celebrations. I know many others who miss it. The performers are first rate and deserve a permanent home."

*Blanche Streeter – San Francisco CA 94133*

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"I am a big fan of this show and hope with all my heart that it returns to the city of San Francisco! I have been to the two meetings at the Port Authority and was so impressed by the stories and memories of those who shared their thoughts. There is so much love and support to make this happen. Please give your approval and support to this amazing project.

*Beverly Shniper – San Francisco CA 94118*

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"I have enjoyed many a great evening at Teatro ZinZanni over the years. As a Brit who has lived here for 15 years, whenever we have friends in town from anywhere in the world, it is a sure way to have a great and memorable evening that is a true San Francisco experience. I can't wait until they reopen."

*Janet Standen – San Francisco CA 94123*

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"I live and own a condo in the Embarcadero area and would like to have Teatro ZinZanni return."

*Roland Montemayor – San Francisco CA 94105*

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"I married my wife at a ceremony at Teatro ZinZanni. Their removal for the America's Cup was a huge mistake. Please do not repeat this mistake. Let them return."

*Alastair Anderson – San Francisco CA 94122*

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"I met my husband while working at Teatro ZinZanni and it was while working there that we had our first child. We call him our 'circus baby' and are proud that he has an extended 'circus family' in the form of performers, producers, dishwashers, designers, managers, bartenders, servers, stagehands, acrobats, opera singers, and clowns. This amazing space has helped to literally create our family and without it, my life would be drastically different. The love and happiness that I found there can not be expressed in words. The hope and dream that I will get to experience it again is something that brings me optimism and joy. Please lend your voice to welcoming back this unique, magical, and transformative venue. My family and I thank you."

*Sally Sparks – San Francisco CA 94124*

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"I support this plan as a positive move to provide SF with a spectacular venue for what turns out to be truly extraordinary artistic live theater for which Teatro ZinZanni is famous. Please approve."

*Stan Sutton – San Francisco CA 94121*



## **EXHIBIT 7:**

**COMMUNITY OUTREACH AND TIMELINE**

**Includes Proposed Sole Source and Port Resolution**

## History of Zinzanni on the Waterfront and Public Outreach TZK Broadway, LLC

- |  |                   |
|--|-------------------|
| 1. ZinZanni opens on the Waterfront  | March 2000        |
| 2. ZinZanni performs on the Waterfront<br>(A Tenant In Good Standing/800,000+ guests/100's of performers)                  | 2000-2011         |
| 3. Port notifies ZinZanni that it must relocate<br>(America's Cup displaces ZinZanni)                                      | January 2011      |
| 4. Port and ZinZanni Sign Relocation Agreement<br>(Proposes right to obtain Sole Source Agreement for SWL 324)             | September 1, 2011 |
| 5. Mayor Lee announces "ZinZanni To Return"  | December 6, 2011  |
| 6. HPC Architectural Review Committee  | December 7, 2011  |
| 7. ZinZanni last show on Waterfront  | December 2011     |
| 8. Port Commission Info Presentation/Sole Source   | February 28, 2012 |
| 9. Barbary Coast Assoc. Info Presentation  | March 15, 2012    |
| 10. Chinatown Comm. Development Center (CCDC) Info Pres.   | May 15, 2012      |
| 11. Port Commission Info Presentation  | May 29, 2012      |
| 12. Golden Gateway Info Presentation   | May 22, 2012      |
| 13. NEWAG Info Presentation  | June 13, 2012     |
| 14. Telegraph Hill Dwellers Info Presentation  | June 14, 2012     |
| 15. SF Gate: "ZinZanni to return to new SF Location"   | July 11, 2012     |
| 16. Telegraph Hill Dwellers Info Presentation  | November 13, 2012 |
| 17. ZinZanni works on plans/feedback/engages Kenwood<br>(ZinZanni and Kenwood Investments agree to form TZK Broadway, LLC) | January-Dec. 2013 |
| 18. ZinZanni informs Port of Intent to pursue SWL 324  | Feb 5, 2014       |
| 19. Initial meetings begin with Port Staff   | May - July 2014   |

20. NEWAG meeting	August 13, 2014
21. NEWAG update	September 15, 2014
22. Chinatown Comm. Develop. Center (CCDC) Info. Mtg.	September 24, 2014
23. Top of Broadway CBD Informational Presentation	September 30, 2014
24. HERE, Local 2 Informational Presentation	September 30, 2014
25. Port Commission Informational Presentation	October 14, 2014
26. RENEW SF Info. Presentation	October 14, 2014
27. Barbary Coast Neighborhood Assoc. Info. Presentation	October 15, 2014
28. Golden Gateway Tenants Assoc. Info. Presentation	October 15, 2014
29. Gateway Commons Building Assoc. Info. Presentation	October 15, 2014
30. Meeting with Jon Golinger, Neighborhood Activist	October 15, 2014
31. Small Business Network Presentation	October 27, 2014
32. Chinatown Community Development Center (CCDC)	October 28, 2014
33. Port Commission Informational Presentation	October 28, 2014
34. NEWAG Informational Presentation	November 5, 2014
35. 810 Battery Street Tenants Assoc. Info. Presentation	November 5, 2014
36. North Beach Neighbors Informational Presentation	November 10, 2014
37. SF Hotel Council Presentation	November 21, 2014
38. Telegraph Hill Dwellers Presentation	January 13, 2015



**EXHIBIT 8:**

**TEATRO ZINZANNI PRESS**



## CRITICAL ACCLAIM FOR TEATRO ZINZANNI

"A feast for the senses. Relax in the luxury of an intimate antique Belgian spiegel tent where the story unfolds all around you, at your table, even on your plate!

"This city's hottest ticket."

*The New York Times*

---

"An amazing spectacle, part circus and part nightclub... like the Kit Kat Club on acid."

*San Jose Mercury News*

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"A top ten entertainment destination"

*USA Today*

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"This zany, vaudevillian circus cabaret sizzles with European sophistication and savoir-faire."

*Hemispheres Magazine*

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"An immersive, uniquely enchanting theatrical repast."

*Los Angeles Times*

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"One of the most spectacular – and spectacularly successful – show biz phenomena ever."

*Seattle Post-Intelligencer*





## COLLECTION OF TEATRO ZINZANNI PRESS CLIPS & VIDEOS

- PRESS CLIPS
  - America's Cup and Tent Closure
    - San Francisco Chronicle
    - The New York Times
  - The Return of Teatro ZinZanni to SF
    - San Francisco Chronicle
    - KGO – ABC7 News
    - SFist
- VIDEOS
  - USB includes:
    - 2011 Press Conference with Mayor Ed Lee
    - Interview with Beaver Bauer – TZ Costume Designer
    - Teatro ZinZanni Audience Sizzle Reel
    - A Special Message to SF Fans - Christine Deaver & Kevin Kent
    - Teatro ZinZanni :30 Testimonial Spot – 10 years in SF
    - Teatro ZinZanni :30 Spot – “Words Cannot Describe”



## ZinZanni theater wants to put tent down near S.F. waterfront

By J.K. Dineen Updated 2:06 pm, Saturday, October 11, 2014

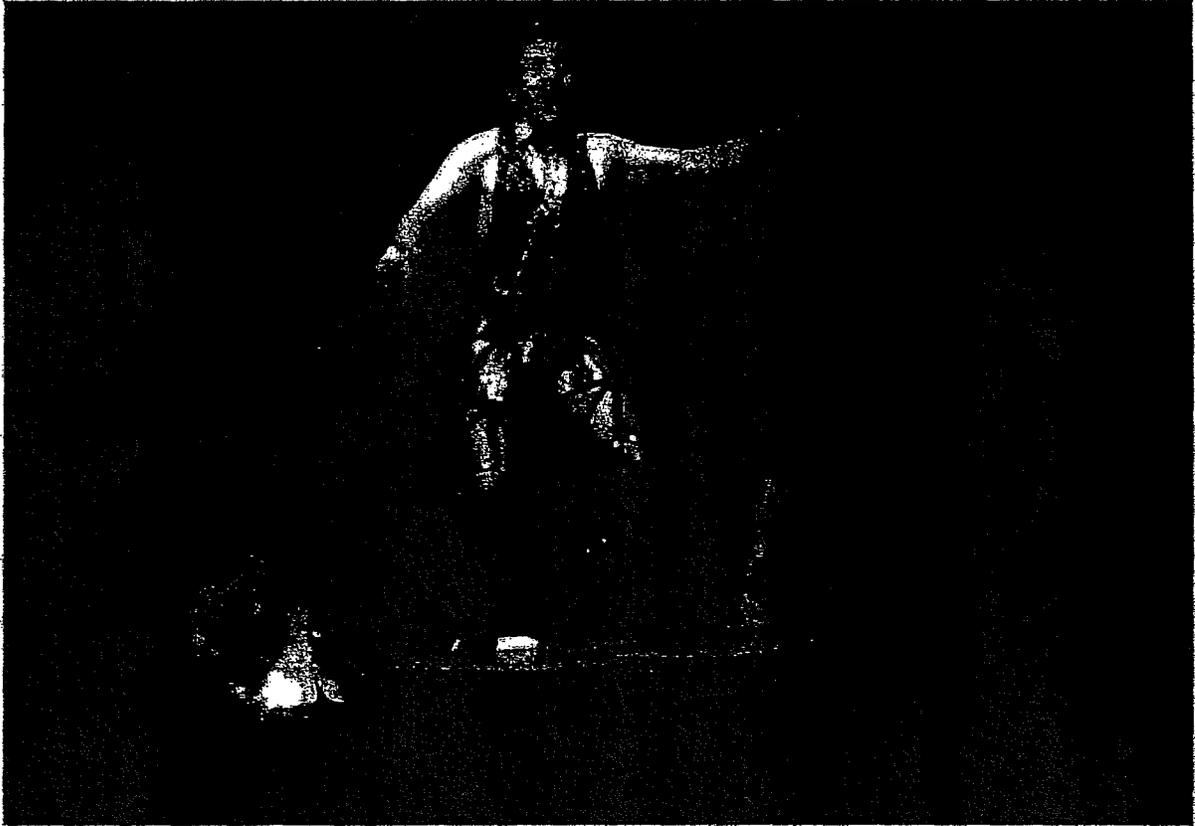


IMAGE 1 OF 24

El Vez performing at Teatro ZinZanni on the Embarcadero in San Francisco on March 4, 2010.

Three years after it was ousted from Piers 27-29 to make way for a new cruise ship terminal, Teatro ZinZanni is jumping back into the spotlight with a plan to build a permanent home and hotel on a parking lot where Broadway meets the Embarcadero.

Details are still being hammered out, but Teatro ZinZanni envisions its signature red velvet and gold brocade spiegel tent enclosed in a gazebo with floor-to-ceiling glass stretching along the Embarcadero, said Norm Langill, ZinZanni president and artistic director. "When you're walking by on the Embarcadero you would be able to see the tent and the activity backstage."

### RELATED STORIES

'Teatro ZinZanni' to return in new

The nonprofit theater would be part of a mixed use development with a 175-room hotel and a small park. The hotel will make the project

## S.F. location



Pier 27 tenants  
move out for  
America's Cup



Teatro ZinZanni  
mum on  
waterfront site of  
new home

easier to finance, Langill said. ZinZanni is working with developer Kenwood Investments on the plan.

“If you are going to build a theater nowadays, and you want to do it right and make it permanent, you have to make it a multiuse facility,” Langill said. “It’s the only way to make it work.”

ZinZanni opened its spiegel tent on Piers 27-29 in March 2000 and quickly began drawing

sellout crowds with its mix of acrobatics, comedy, original music and audience participation, a served up with dinner. But six years into its tenure it became clear that the theater would have to move: In 2007 the Port of San Francisco had identified Piers 27-29 as the best place to put a cruise ship terminal. By December 2010 the city finalized a plan to use the piers first for a temporary America’s Cup village and then for the permanent cruise terminal.

ZinZanni held its last performance on New Year’s Eve 2011. By then the theater and the port had identified Seawall Lot 324, at Broadway and the Embarcadero, as a potential relocation site. From 2011 to 2013, ZinZanni and its design team worked to come up with a venue similar to what it once had across the Embarcadero: the spiegel tent and a collection of modular buildings for back-of-the-house support.

## Hard to finance

But as the plans developed, it became clear that the project would be hard to finance and the neighborhood was not thrilled with how the complex would fit into the surrounding Northeast Waterfront Historic District.

“Teatro ZinZanni has been a good commercial tenant of the port and was very earnest about solving the problem,” said Jonathan Stern, the port’s assistant deputy director of planning. “Despite the good guidance of the neighborhood and their design team, we have

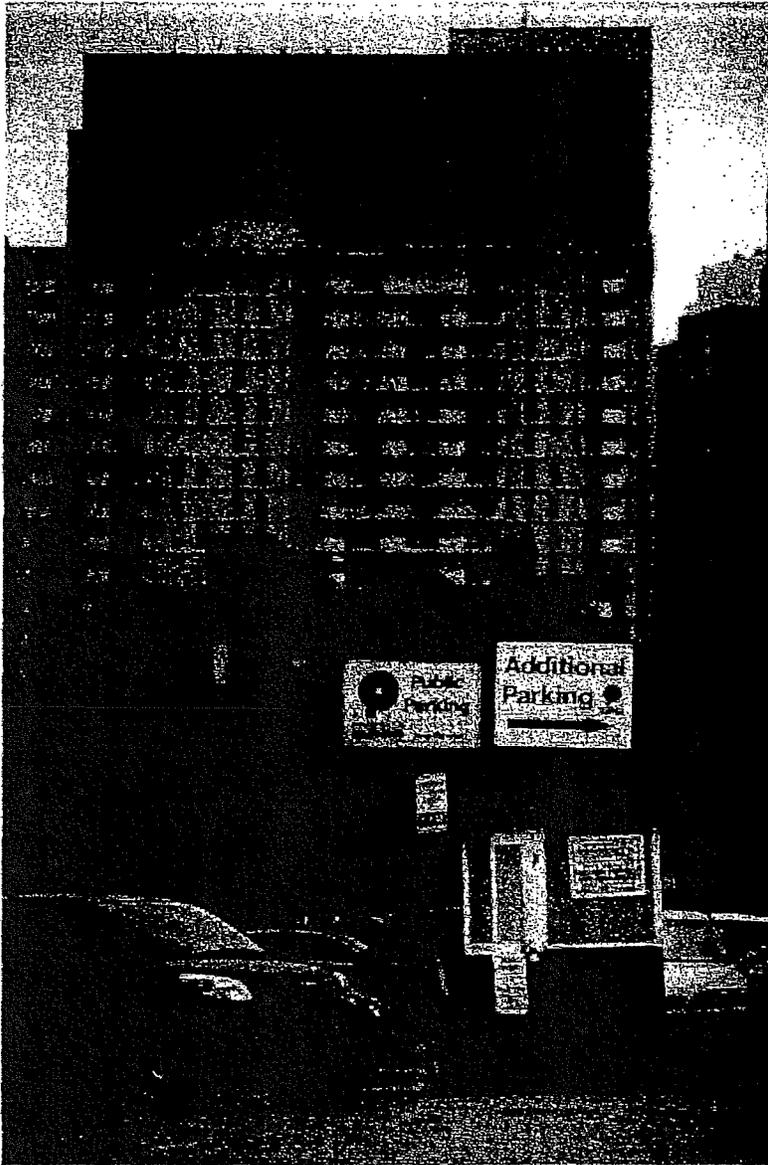


Photo: Lea Suzuki / The Chronicle

A locked booth in downtown San Francisco in a surface parking lot at the corner of Broadway and the Embarcadero on Friday, Oct. 10, 2014.

to move quickly, we may lose them.”

ZinZanni and Kenwood will present preliminary plans to the Port Commission on Tuesday.

### **Other seawall proposals**

The ZinZanni project is not the first proposed for Seawall Lot 324, a 46,000-square-foot parcel that generates \$1 million a year for the port from parking. In 2005 the Board of Supervisors

not been able to make it work.”

For the new, more far-reaching plan, ZinZanni and Kenwood are seeking a “sole source” agreement with the Port Commission, which would allow the port to negotiate a deal for the land without going through a broader request for proposals from other parties.

“There are times when a sole source process is appropriate, and we believe this is one of those special circumstances,” said Kenwood Investments Chief Executive Officer Darius Anderson, who worked on the original deal that brought the Seattle-based theater to San Francisco 15 years ago. “For us, speed is very important. We want to keep the theater in San Francisco, but Norm has other options around the country. Unless we are able

shot down a plan to build a 65-foot-high hotel on the site. That proposal stirred up strong neighborhood opposition, especially from the Telegraph Hill Dwellers neighborhood group, mostly because it exceeded the site's height limits. This time the proposed hotel would be four stories — consistent with the current 40-foot zoning.

The project is being designed by hotel specialist Hornberger + Worstell, which also did the 2005 hotel proposal on the site. Anderson said the “whimsical cirque-meets-cabaret aesthetic that Teatro ZinZanni” is known for would be carried over into the hotel's design.

Jon Golinger, a past president of Telegraph Hill Dwellers who has led campaigns to defeat several waterfront projects, including the condominium project at 8 Washington St., said so far residents in the famously antidevelopment neighborhood seem positive about the ZinZanni proposal. He said an entertainment use would generate foot traffic along the waterfront at night, something that is sorely needed.

“Keeping (ZinZanni) on the waterfront, at that location, is getting a thumbs-up from everyone know,” he said. “There is universal excitement about the teatro not giving up on this.”

Perhaps that excitement is universal.

Former Supervisor Aaron Peskin, who down-zoned the property to 40 feet when he was on the board, said he doesn't have a problem with the theater and hotel project, but questions the wisdom of the sole source contract, which the Board of Supervisors must approve. Frederick Allardyce, an agent with Sotheby's realty who lives nearby, agreed, contending that the property should be put out to bid and given to the most qualified bidder.

“That is one of the most valuable locations on the waterfront,” Allardyce said.

In addition to tourists and theatergoers, the project would provide discounted lodging for ZinZanni's troupe of international acrobats, actors, comedians and musicians. “Apartments in San Francisco are difficult to come by and costly,” Anderson said. “Carving out a number of rooms dedicated to ZinZanni performers will make it easier to recruit folks to come be a part of the show.”

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## **Plans for housing**

The ZinZanni project is not the only development planned for port-owned land on lower Broadway. The port is working with city housing officials to craft a plan for an affordable-housing development at Seawall Lot 322, just west of the theater site. The combination of a busy theater, hotel and 110-unit housing development could revive a forgotten stretch of lower Broadway.

The most recent new full-service hotel north of Market Street opened in 2002 when an office building on California Street was converted into the San Francisco Omni, according to hotel consultant Rick Swig. A hotel on Broadway and Embarcadero would serve the Jackson Square business community, as well as companies on the northern waterfront, like Levi Strauss & Co. and Williams-Sonoma.

“I think it would be a viable location for corporate travelers, and on weekends it would be a slam dunk,” Swig said.

He said the ability to attract ZinZanni theatergoers would be a benefit to the hotel, but not a deal breaker. “Will (ZinZanni) be a primary demand source? No. Will it help fill it up on weekends? Yes. Everything helps.”

Meanwhile, ZinZanni’s spiegel tent is “wintering” in a warehouse in south Seattle, Langill said. The tent is 32 feet tall, 66 feet wide, and made of 3,000 pieces. “We are eager for its return to San Francisco,” he said.

*J.K. Dineen is a San Francisco Chronicle staff writer. E-mail: [jdineen@sfchronicle.com](mailto:jdineen@sfchronicle.com)*

*Twitter: @sfjkineen*

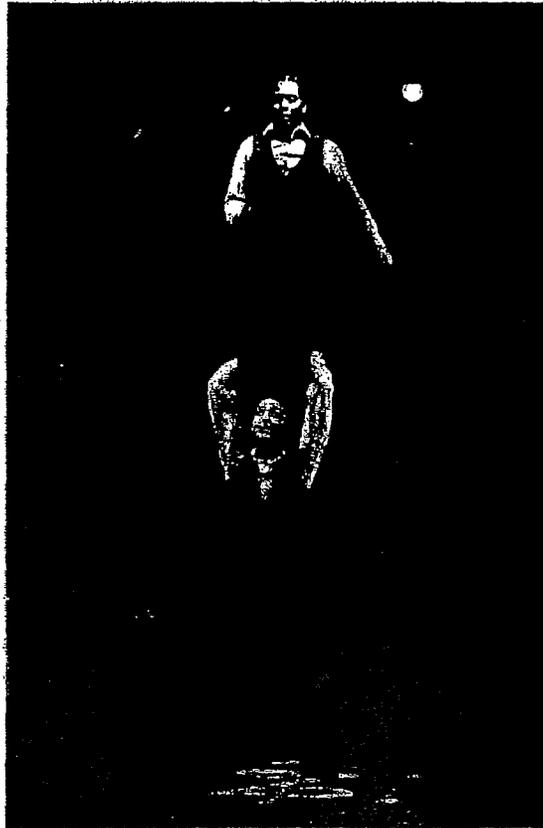
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**HEARST** newspapers

## 77 S.F. Port tenants must move for America's Cup

S.F. PORT

By Will Kane Published 4:00 am, Wednesday, January 19, 2011



Gregory Marquet (bottom) and Domilil Allol (top) performing at Teatro Zinzani on the Embarcadero in San Francisco, Ca., on Thursday March 4, 2010.

While much of 2010 was spent capturing the right to host the next America's Cup, the city must now focus on getting ready for sailing's premier regatta.

Mayor Ed Lee announced a new committee to help deal with the logistics of the race Tuesday while port officials began the process of working with the 77 businesses that will need to be relocated to host the races.

Port officials say the 77 waterfront tenants will need to clear out within the next two years - most by the end of 2011 - to make way for the development associated with the 2013 race.

While acknowledging that rent-paying tenants are the long-term future of the port, officials said the short-term demands of hosting the race - expected to create 8,000 jobs and add \$1.2 billion to the local economy - were of more immediate concern.

"The America's Cup is for a short time, demands the use of a lot of space and we feel that is the best use (of our property) right now," Jonathan Stern, the port's assistant deputy director of waterfront development, told a delegation of city officials touring the waterfront.

The city has no intention of leaving the tenants - including Teatro ZinZanni, Bauer's Worldwide Transportation and the Chinese Chamber of Commerce - homeless, Stern said.

"We're going to help find a location or work with other city agencies to help find them a place," he said, noting that many tenants need only warehouse space, which is easy to find in other parts of the city.

But some tenants said they were concerned they may be forgotten while the city focuses on the high-profile race for the next few years.

Teatro ZinZanni, a cabaret show that sits between Piers 27 and 29, has known for years that the port was eyeing its real estate to build an oft-discussed cruise ship terminal, said Karen Ames, spokeswoman for the nonprofit theater. But its leaders didn't know the port was serious until

they were told Thursday they had to find a new home by year's end, she said.

Pier 27 will become the public hub of the race and a cruise ship terminal once the race is over, according to the city.

Ames said city officials have helped ease some of the theater's concerns.

"We got the message loud and clear that the city is ready to work," she said. "We're so grateful and we feel a lot better."

Others, including the Chinese Chamber of Commerce, have already found new space. The chamber, which leases space on Pier 27 to build and store floats for the Chinese New Year Parade, has found a new home on Pier 50, said Arnold Chin, director of the parade.

The official eviction notice didn't come as a surprise, he said. After all, the plan for Pier 27 had been in the paper for weeks before the decision was actually made, he said.

"Most people just kind of blew it off," Chin said, referring to the port's warnings. "I think they were just waiting for a final document in writing. And when you wait for that, you know, it is often too late."

Lee said his executive steering committee would ensure the city is prepared for an economic sporting event surpassed only by soccer's World Cup and the Olympics.

The committee will focus on the expedited planning process, public safety concerns, the number of hotel rooms in the city and the ability of Muni to handle the hundreds of thousands of people expected to flock to the city, he said.

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### Fish and Game Commission



**Sonke Mastrup, Executive Director**  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
(916) 653-5040 Fax  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

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April 22, 2015

**TO ALL INTERESTED AND AFFECTED PARTIES:**

This is to provide you with a copy of the notice of proposed regulatory action relative to amending Sections 300 and 310.5, Title 14, California Code of Regulations, relating to the prohibition on the use of lead projectiles and ammunition using lead projectiles for the take of wildlife with firearms, which will be published in the California Regulatory Notice Register on April 24, 2015.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and all associated documents may be found on the Fish and Game Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov).

**Scott Gardner, Department of Fish and Wildlife, phone 916-445-5545, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

Caren Woodson  
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission  
Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 203, and 355 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 203, 203.1, 2015, 220, 355, and 356 of said Code, proposes to amend Sections 300 and 310.5, Title 14, California Code of Regulations, relating to Upland Game Birds.

**Informative Digest/Policy Statement Overview**

Current regulations in Title 14, California Code of Regulations (CCR), provide general hunting seasons for taking resident and migratory upland game birds under Section 300. Current regulations in Title 14, CCR, under Section 310.5 establishes shooting times for all upland game birds. The Department of Fish and Wildlife (Department) is recommending two regulation changes under these sections as follows:

1. Adjust annual number of sage grouse hunting permits by zone.

Current regulations under subsection 300(a)(1)(D)4. provide a number of permits for the general sage grouse season in each of four zones. At this time the Department has proposed a range of permits specific for all four hunt zones. The final permit numbers will be proposed in June after spring lek counts are completed and annual population data are analyzed. Permit ranges for sage grouse hunting in 2015 are recommended as follows:

- a. East Lassen: [0-50] (two-bird) permits
- b. Central Lassen: [0-50] (two-bird) permits
- c. North Mono: [0-100] (one-bird) permits
- d. South Mono: [0-100] (one-bird) permits

2. Increase shooting time provided for spring turkey hunters under Section 310.5 by one hour; shooting time would end at 5:00 pm instead of at 4:00 pm as provided under current regulation.

**Benefits of the Proposed Regulations**

Adoption of sustainable upland game seasons, bag and possession limits provides for the maintenance of sufficient populations of upland game to ensure their continued existence.

The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202, and 203, has the sole authority to regulate upland game bird hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to hunting of resident game birds are consistent with Sections 550-553, 630, 703 and 4501 of Title 14. Therefore the Commission has

determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to adopt upland game bird hunting regulations in California.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Mountainside Conference Center, in Mammoth Lakes, California, on Thursday, June 11, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the River Lodge Conference Center, in Fortuna California, on Thursday, August 5, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 23, 2015, at the address given below, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed or e-mailed to the Commission office, must be received before 12:00 noon on July 31, 2015. All comments must be received no later than August 5, 2015, at the hearing in Fortuna, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Caren Woodson at the preceding address or phone number. **Scott Gardner, Department of Fish and Wildlife, phone 916-445-5545, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

#### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections

11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

**Impact of Regulatory Action/Results of the Economic Impact Analysis**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states, because the regulations propose only minor changes to bag limits and shooting hours.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts the proposed action would have on the creation or elimination of jobs or businesses in California or on the expansion of businesses in California because the regulations propose only minor changes to bag limits and shooting hours. The Commission does not anticipate benefits to worker safety because the regulations do not address working conditions.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide continued recreational opportunity to the public. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources.

The Commission anticipates benefits to the environment by the sustainable management of California's upland game resources. The fees that hunters pay for licenses and stamps are used for conservation.

- (c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

#### Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

#### Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated:

Sonke Mastrup  
Executive Director

Best, CPAGE

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April 24, 2015

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending Section 502 Title 14, California Code of Regulations, relating to Waterfowl Regulations for the 2015-2016 season, which are published in the California Regulatory Notice Register on April 24, 2015.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov).

**Ms. Melanie Weaver, Wildlife Branch, phone (916) 445-3717, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

Jon D. Snellstrom  
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission  
Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200 and 355 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 355, and 356 of said Code, proposes to amend Section 502, Title 14, California Code of Regulations, relating to Waterfowl regulations.

**Informative Digest/Policy Statement Overview**

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and establish daily bag and possession limits for waterfowl. Item 1 provides notice that other framework regulations regarding duck season lengths and bag limits may change in 2015 when current biological information becomes available. Item 2 requires Flyway Council and Service approval to establish the season length for brant, pursuant to the process described below.

The Service will consider recommendations from the Flyway Council at their meeting in late July 2015. At this time, the California Waterfowl Breeding Population Survey has not been conducted and the Service has not established federal regulation "frameworks" which will occur in August after the analysis of current waterfowl population survey, other data, input from the Flyway Councils and the public.

The Department's proposals are as follows:

1. Provide a range of waterfowl hunting season lengths (which may be split into two segments) between 38 and 107 days (including 2 youth waterfowl hunt days) for all hunting methods. A range of daily bag limits is also given for ducks in all zones. In addition, an increase in the bag limit for geese in the Colorado River Zone is proposed to match waterfowl regulations in neighboring Arizona. Federal regulations require that California's hunting regulations conform to those of Arizona in the Colorado River Zone and with Oregon in the North Coast Special Management Area. See the table below for season and bag limit ranges.
2. Provide a range of brant season lengths in the Northern Brant and Balance of State Brant special management areas to allow for a possible increase in season length.

Minor editorial changes are also proposed to clarify and simplify the regulations and to comply with existing federal frameworks.

**Benefits of the regulations**

The benefits of the proposed regulations are concurrence with federal law and the sustainable management of the State's waterfowl resources. Positive impacts to jobs

and/or businesses that provide services to waterfowl hunters will be realized with the continued adoption of waterfowl hunting seasons in 2015-16.

Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

Evaluation of incompatibility with existing regulations

The Commission has reviewed its regulations in Title 14, CCR, and conducted a search of other regulations on this topic and has concluded that the proposed amendments to Section 502 are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

<b>Summary of Proposed Waterfowl Hunting Regulations</b>			
<b>AREA</b>	<b>SPECIES</b>	<b>SEASONS</b>	<b>DAILY BAG &amp; POSSESSION LIMITS</b>
<b>Statewide</b>	Coots & Moorhens	Concurrent w/duck season	25/day. 75 in possession
<b>Northeastern Zone</b> <i>Season may be split for Ducks, Pintail, Canvasback, Scaup, and Dark and White Geese</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 38 & 105 days	
	Geese	105 days	25/day, which may include: 15 white geese, 10 dark geese no more than 2 Large Canada geese. Possession limit triple the daily bag.
<b>Southern San Joaquin Valley Zone</b> <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	100 days	25/ day, which may include: 15 white geese, 10 dark geese. Possession limit triple the daily bag.
<b>Southern California Zone</b> <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 100 days	4-7/day, which may include: 3-7 mallards no more than 1-2 hen mallards, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 100 days	
	Geese	100 days	18/day, which may include: 15 white geese, 3 dark geese. Possession limit triple the daily bag.
<b>Colorado River Zone</b> <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 101 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females or Mexican-like ducks, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 101 days	
	Geese	101 days	14/day, up to 10 white geese, up to 4 dark geese. Possession limit triple the daily bag.
<b>Balance of State Zone</b> <i>Season may be split for Ducks, Pintail, Canvasback, Scaup</i>	Ducks	Between 38 & 100 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 100 days	

### Summary of Proposed Waterfowl Hunting Regulations

AREA	SPECIES	SEASONS	DAILY BAG & POSSESSION LIMITS
<i>and Dark and White Geese.</i>	Geese	Early Season: 5 days (CAGO only) Regular Season: 100 days Late Season: 5 days (Whitefronts and white geese)	25/day, which may include: 15 white geese, 10 dark geese. Possession limit triple the daily bag.
North Coast <i>Season may be split</i>	All Canada Geese	105 days except for Large Canada geese which cannot exceed 100 days or extend beyond the last Sunday in January.	10/day, only 1 may be a Large Canada goose. Possession limit triple the daily bag. Large Canada geese are closed during the Late Season.
Humboldt Bay South Spit (West Side)	All species	Closed during brant season	
Sacramento Valley	White-fronted geese	Open concurrently with general goose season through Dec 21	3/day. Possession limit triple the daily bag.
Morro Bay	All species	Open in designated areas only	Waterfowl season opens concurrently with brant season.
Martis Creek Lake	All species	Closed until Nov 16	
Northern Brant	Black Brant	Between 30 and 45 days	2/day. Possession limit triple the daily bag.
Balance of State Brant	Black Brant	Between 30 and 45 days	2/day. Possession limit triple the daily bag.
Imperial County <i>Season may be split</i>	White Geese	102 days	15/day. Possession limit triple the daily bag.
<b>YOUTH WATERFOWL HUNTING DAYS</b>	<b>SPECIES</b>	<b>SEASON</b>	<b>DAILY BAG &amp; POSSESSION LIMITS</b>
Northeastern Zone	Same as regular season	The Saturday fourteen days before the opening of waterfowl season extending for 2 days.	Same as regular season
Southern San Joaquin Valley Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Southern California Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Colorado River Zone		The Saturday following the closing for waterfowl season extending for 2 days.	
Balance of State Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
<b>FALCONRY OF DUCKS</b>	<b>SPECIES</b>	<b>SEASON</b>	<b>DAILY BAG &amp; POSSESSION LIMITS</b>
Northeastern Zone	Same as regular season	Between 38 and 105 days	3/ day, possession limit 9
Balance of State Zone		Between 38 and 107 days	
Southern San Joaquin Valley Zone		Between 38 and 107 days	
Southern California Zone		Between 38 and 107 days	
Colorado River Zone	Ducks only	Between 38 and 107 days	

## Benefits of the Proposed Regulations

Adoption of sustainable waterfowl hunting seasons, bag and possession limits provides for the maintenance of sufficient populations of upland game to ensure their continued existence.

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The Commission anticipates benefits to the State's environment by the sustainable management of California's waterfowl resources. The Commission does not anticipate any impacts to worker safety because the proposed amendments will not affect working conditions.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Mountainside Conference Center, in Mammoth Lakes, California, on Thursday, June 11, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the River Lodge Conference Center, in Fortuna California, on Thursday, August 5, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 23, 2015, at the address given below, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed or e-mailed to the Commission office, must be received before 12:00 noon on July 31, 2015. All comments must be received no later than August 5, 2015, at the hearing in Fortuna, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Melanie Weaver, Department of Fish and Wildlife, phone 916-445-3717, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

### **Impact of Regulatory Action/Results of the Economic Impact Analysis**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The proposed regulations are intended to provide additional recreational opportunity to the public. The response is expected to be minor in nature.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California. The proposed waterfowl regulations will set the 2015-16 waterfowl hunting season dates and bag limits within the federal frameworks. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the proposed regulations for the waterfowl hunting season in 2015-16. This is based on a 2011 US Fish and

Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. The report estimated that migratory bird hunters contributed about \$169,115,000 to businesses in California during the 2011 migratory bird hunting season. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to sustainably manage waterfowl populations, and consequently, the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The Commission anticipates benefits to the State's environment by the sustainable management of California's waterfowl resources. The Commission does not anticipate any impacts to worker safety because the proposed amendments will not affect working conditions.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies:

None.

(f) Programs Mandated on Local Agencies or School Districts:

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated:

Sonke Mastrup  
Executive Director

---

**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors  
**Subject:** FW: Congratulations!!!! Clean Power SF is Long Overdue!!!!

-----Original Message-----

From: Mary Bull [mailto:chalicefarm@gmail.com]  
Sent: Thursday, April 30, 2015 6:54 AM  
To: Board of Supervisors, (BOS)  
Subject: Congratulations!!!! Clean Power SF is Long Overdue!!!!

Dear Board of Supervisors,

We heard London Breed's and Eric Brooks's comments on KPFA on Tuesday, and are so glad that this is finally happening!! Congratulations and much gratitude to all who have worked on this campaign!

Thank you!!!!

Mary Bull and Robert Krebsbach  
District 5

Sent from my iPad

15

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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors  
**Subject:** FW: Please support the 160 West Portal "TOAST" Project - case no: 2014-003095CUA

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**From:** Dennis Hong [<mailto:dennisj.gov88@yahoo.com>]  
**Sent:** Wednesday, April 29, 2015 3:02 PM  
**To:** [jonas.lonin@sfgov.org](mailto:jonas.lonin@sfgov.org); Secretary, Commissions (CPC)  
**Cc:** Kennedy, Todd (CPC); Jones, Sarah (CPC); Board of Supervisors, (BOS); Yee, Norman (BOS); Lee, Mayor (MYR); Calvillo, Angela (BOS)  
**Subject:** Please support the 160 West Portal "TOAST" Project - case no: 2014-003095CUA

Good afternoon President Rodney Fong and Honorable members of the Planning Commission and Honorable members of the Board of Supervisors,

I'm sorry that I can not make the San Francisco Planning Commission meeting of April 30, 2015. I'm submitting my comments and hope this email works.

I'm a long time resident and property owner here in San Francisco. A retired professional Construction Project Manager. I am an avid foodie. First, I'm writing to express my strong support for the proposed project for the above mention case. It fills a missing void on West Portal. This email will also be submitted to the Mr. Todd Kennedy; the planner of record for this project as additional input. I normally replay with comments to the DEIRs.

I had previously sent an email to Mr. Todd Kennedy in support of this project. I too, would greatly appreciate your support. This new business will add value to this West Portal area and fits in exceptionally well with the existing environment. I shop here weekly. It's a great place to hang out. This unique restaurant will be a plus and an extra place to eat. Those that I know have spoken highly of Toast, however I still miss the Village that was been there for many years.

In conclusion: 1). Given San Francisco's desire to keep and add new business' this project meets the requirements. It is appreciated and given today's climate, especially the minum wages that we are able to still keep these business' that want to stay in the city. 2). Given a new unique guidelines/process - CB3P and the Planning Departments Resolution Number 19323. This can be a test of the new process. 3). Together, lets prove that this process works.

Mr. Kennedy and the Planning Department has done a wonderful job on this project. Incidentally I will be attending this years SF's SBA conference next month - encouraging small business and helping them to start and thrive in our great City. I trust the instructor/s is aware of this extra step in starting a new business here in our City.

Like I mentioned, I'm a bit aware of this restaurants track record and I'm confident they will do well. We just need to expedite (this process) their pending permits and get them their business license, permits as quick as possible and with your continued help and the Planning Departments we can have another small wonderful business on West Portal. By the way, for several months now, I have walked by the job site and each time I ask, "when are they going to open?", and each time I get a response from the construction workers "SOON". So this means we will soon have another choice to eat at.

I'm sorry for my unorthodoxed correspondence and trust it helps with your support on April 30, 2015.

If you have any questions on this matter please do not hesitate to contact me at [dennisj.gov88@yahoo.com](mailto:dennisj.gov88@yahoo.com) . I hear they have great Belgium waffles and toast too.

Can I have your thoughts on this? I urage you to approve this project.

---

Best regards,

Dennis J. Hong  
101 Marietta Drive  
San Francisco, CA 94127

003  
BOS 11, 0 Pages

**SUNSHINE ORDINANCE  
TASK FORCE**



**City Hall**  
**1 Dr. Carlton B. Goodlett Place Room 244**  
**San Francisco CA 94102-4689**  
**Tel. No. (415) 554-7724**  
**Fax No. (415) 554-7854**  
**TDD/TTY No. (415) 554-5227**

**MEMORANDUM**

**Date:** April 30, 2015  
**To:** Honorable Members of the Board of Supervisors  
**From:** Allyson Washburn, Chair *Allyson Washburn*  
Sunshine Ordinance Task Force  
**Subject:** Notice of Sunshine Ordinance Task Force Members Excessive Absences

The following notice regarding the attendance of members of the Sunshine Ordinance Task Force (Task Force) is being transmitted pursuant Task Force Bylaw, Article VII, regarding "Membership and Attendance". The Task Force members have been reminded of the attendance requirements.

For your information please note that the following Task Force member has exceeded the number of absences, from regular meetings, acceptable in a twelve-month time period under the Task Force Bylaws Article VII:

Rishi Chopra, Seat 4

Absent from the following regular Sunshine Ordinance Task Force meetings:  
January 7, 2015  
March 4, 2015  
April 1, 2015

17

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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors  
**Subject:** FW: Letter of Recommendation for Alyson Suzuki, DCYF OAC  
**Attachments:** Alyson Ltr of Rec DCYF OAC.docx

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**From:** Monica Walters [<mailto:monica.walters@wuyee.org>]  
**Sent:** Tuesday, April 28, 2015 3:51 PM  
**To:** Board of Supervisors, (BOS)  
**Cc:** Rubenstein, Beth (BOS); Low, Jen (BOS)  
**Subject:** Letter of Recommendation for Alyson Suzuki, DCYF OAC

Hello,

Please accept this Letter of Recommendation for Alyson Lee Suzuki, an applicant for DCYF Oversight and Advisory Council.

Thank you,  
Monica Walters

**Monica S. Walters**  
Chief Executive Officer  
827 Broadway Street  
San Francisco, CA 94133  
P: 415.230.7501 F: 415.391.4716  
[www.wuyee.org](http://www.wuyee.org)



April 28, 2015

Office of the Clerk

City of San Francisco

To: The Honorable Mayor Lee and Members of the San Francisco Board of Supervisors

RE: Appointment of Ms. Alyson Lee Suzuki to the DCYF Oversight and Advisory Council ( OAC)

I am writing to offer strong support and highest recommendation for Ms. Alyson Lee Suzuki's application for membership on the DCYF OAC. I have known Alyson for many years, and in the past 2 ½ years I have had the pleasure to supervise her work as the Chief Programs Officer at Wu Yee Children's Services. In this role, Ms. Suzuki demonstrates deep knowledge and dedication to the field of Early Care and Education, as she provides oversight and direction to 12 child development centers throughout San Francisco, a busy Family Resource Center in Chinatown, Family Child Care Quality Network, Provider Services and the Resource and Referral program. In total, Alyson's scope of involvement and expertise ranges from all aspects of education for children 0-5 in the Early Head Start and Head Start Centers at Wu Yee, to the comprehensive family engagement and support programs that serve to lift our immigrant and low income families from poverty to self-sufficiency.

Throughout her career, which began with direct classroom instruction followed by leadership and administrative roles in several nonprofit agencies, Alyson has consistently demonstrated her commitment to developing quality programming for children and families, inclusive practices that insured access for all children in a culturally appropriate manner. She is an expert in early childhood development, working with children with special needs, and is passionate about including parents in the process as she recognizes the parent as the child's first and primary teacher.

Alyson is also a great collaborator, communicator and team member. Her listening skills are excellent, and she is also a great advocate who will share views openly while always respecting differences of opinion or perspective. She will bring enthusiastic participation to this role as a seasoned professional, but also as a parent of two young children, one with special needs.

I know that Alyson applied for this position on the DCYF OAC because she is confident that she can add value to the important task of this council, advising and guiding the critical work of DCYF to keep alive our Mayor's vision of San Francisco: "a city where families succeed and children thrive".

Respectfully submitted,

Monica Walters, CEO

Wu Yee Children's Services

827 Broadway St.

San Francisco, CA 94133

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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors; Evans, Derek  
**Subject:** File 140832 FW: BoS meeting 4/16, 2015 - Agenda #3 - 140832 - Access to broadband Internet.

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**From:** Dennis Hong [<mailto:dennisj.gov88@yahoo.com>]  
**Sent:** Tuesday, April 28, 2015 4:27 PM  
**To:** [ScottR.blood@sfgov.org](mailto:ScottR.blood@sfgov.org)  
**Cc:** Board of Supervisors, (BOS); Mar, Eric (BOS); Campos, David (BOS)  
**Subject:** BoS meeting 4/16, 2015 - Agenda #3 - 140832 - Access to broadband Internet.

Good afternoon Scott, as promised I would get back to you on this issue. I hope this email works. I did manage to find that item #140832 (Hearing - Access to High Speed Internet in the city. I did manage to download some of the material and will look in to it and understand what it is all about. But like I mentioned; each bridging the digital divide is viewed differently in each case. Either way I support this issue, as I mentioned that this issue is very dear to my heart, it goes back to 1993-1996 when we were wiring up the K12 schools nationally - call Netday96. Besides it's right in my backyard. In today's world this high speed internet, broadband is very confusing. I do not have much tech experience, mostly project management and my 1993-1996 Netday project. The tech world and the speeds, Mbps, wired vs wireless and etc. is daunting but I want to make it happen and will get back to you others to see where I can help. I commend the Board for taking this matter up. It's long overdue, especially here in San Francisco where we can tap in to the tech world to making this happen. Thanks for being patient and listen to me on this issue. Please share this as needed.

If anyone has any questions, I can be reached at [Dennisj.gov88@yahoo.com](mailto:Dennisj.gov88@yahoo.com)

best regards,

Dennis

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**From:** Board of Supervisors, (BOS)  
**To:** BOS-Supervisors; BOS-Legislative Aides  
**Subject:** FW: Required: Copy of Waiver Request Sent to Board of Supervisors--Loomis Armored  
**Attachments:** DPH 7767.pdf

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**From:** Folmar, David (DPH)  
**Sent:** Wednesday, April 29, 2015 9:31 AM  
**To:** Board of Supervisors, (BOS)  
**Cc:** Winchester, Tamra (ADM)  
**Subject:** Required: Copy of Waiver Request Sent to Board of Supervisors--Loomis Armored

Board of Sup Required: Copy of Waiver Request Sent to Board of Supervisors

Attached 12b Waiver Request—Loomis Armored US, \$30,000: Armored Car Pick Up and Delivery Services of Cash for Clinical Facilities of the Community Health Network and Facilities at San Francisco General Hospital April 1, 2015-March 31, 2016

No Potential Contractors Comply  
Administrative Code 12B.5-1



# CITY AND COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION

## S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B WAIVER REQUEST FORM (CMD-201)

Send completed waiver requests to:  
cmd.waiverrequest@sfgov.org or  
CMD, 30 Van Ness Avenue, Suite 200, San Francisco, CA  
94102

FOR CMD USE ONLY	
Request Number:	7767
2015 MAR 26 PM 2:42	CONTRACT MONITORING DIVISION

### Section 1. Department Information

Department Head Signature: [Signature]  
 Name of Department: Department of Public Health  
 Department Address: 101 Grove St. Rm 307 San Francisco CA 94102  
 Contact Person: Jacquie Hale, Director, Contract Management and Compliance  
 Phone Number: 554-2609 E-mail: Jacquie.Hale@sfdph.org

### Section 2. Contractor Information

Contractor Name: Loomis Armored US, LLC Vendor No.: 11436  
 Contractor Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Contact Phone No.: \_\_\_\_\_

### Section 3. Transaction Information

Date Waiver Request Submitted: March 26, 2015 Type of Contract: Professional Service  
 Contract Start Date: April 1, 2015 End Date: March 30, 2016 Dollar Amount of Contract: \$ \$ 30,000.00

### Section 4. Administrative Code Chapter to be Waived (please check all that apply)

Chapter 12B  
 Chapter 14B - Note: Employment and LBE subcontracting requirements may still be in force even when a 14B waiver (type A or B) is granted.

### Section 5. Waiver Type (Letter of Justification *must* be attached, see Check List on back of page.)

A. Sole Source  
 B. Emergency (pursuant to Administrative Code §6.60 or 21.15)  
 C. Public Entity  
 D. No Potential Contractors Comply (Required) Copy of waiver request sent to Board of Supervisors on: 4-27-15  
 E. Government Bulk Purchasing Arrangement (Required) Copy of waiver request sent to Board of Supervisors on: \_\_\_\_\_  
 F. Sham/Shell Entity (Required) Copy of waiver request sent to Board of Supervisors on: \_\_\_\_\_  
 G. Subcontracting Goals  
 H. Local Business Enterprise (LBE)

CMD/HRC ACTION	
12B Waiver Granted: <input checked="" type="checkbox"/>	14B Waiver Granted: _____
12B Waiver Denied: _____	14B Waiver Denied: _____
Reason for Action: <u>No potential contractors comply that provide armored car pick-up and delivery services.</u>	
CMD Staff: <u>Jacquie Hale</u>	Date: <u>4-27-15</u>
CMD Director: <u>[Signature]</u>	Date: <u>4/29/15</u>
HRC Director (12B Only): <u>[Signature]</u>	Date: <u>4/28/15</u>



**CIVIL SERVICE COMMISSION**  
**CITY AND COUNTY OF SAN FRANCISCO**

BOSII, CPagls

EDWIN M. LEE  
MAYOR

April 27, 2015

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2015 APR 20 AM 9:10

**E. DENNIS NORMANDY**  
PRESIDENT

**DOUGLAS S. CHAN**  
VICE PRESIDENT

**KATE FAVETTI**  
COMMISSIONER

**SCOTT R. HELDFOND**  
COMMISSIONER

**GINA M. ROCCANOVA**  
COMMISSIONER

**MICHAEL L. BROWN**  
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 April 6, 2015 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. 0077-15-3). A copy of the report prepared by the Office of Labor Standards 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 (415) 252-3250, if there are questions or if further information is needed related to the action of the Civil Service Commission.

Sincerely,

MICHAEL L. BROWN  
Executive Officer

Attachment

Cc: Paul Zarefsky, Deputy City Attorney

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CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

April 13, 2015

E. DENNIS NORMANDY  
PRESIDENT

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

MICHAEL L. BROWN  
EXECUTIVE OFFICER

**NOTICE OF CIVIL SERVICE COMMISSION ACTION**

**SUBJECT: 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.**

At its meeting of April 6, 2015 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report. Forward to the Board of Supervisors.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

**PLEASE NOTE:** *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

CIVIL SERVICE COMMISSION

Handwritten signature of Michael L. Brown in cursive.

MICHAEL L. BROWN  
Executive Officer

Cc: Micki Callahan, Department of Human Resources  
Cindy Charan, Public Utilities Commission  
Donald Ellison, Municipal Transportation Agency  
Jaci Fong, Office of Contract Administration  
Richard Frattarelli, Airport  
Martin Gran, Department of Human Resources  
Lavena Holmes, Port Commission  
Donna Levitt, Office of Labor Standards Enforcement  
Steven Ponder, Department of Human Resources  
Elizabeth Salvesson, City Attorney's Office  
Tammy Wong, General Services Agency  
Commission File  
Chron



# CIVIL SERVICE COMMISSION 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

1. Civil Service Commission Register Number: \_\_\_\_\_ - \_\_\_\_\_ -
2. For Civil Service Commission Meeting of: April 6, 2015
3. Check One:
  - Ratification Agenda
  - Consent Agenda *X Donna Leung*
  - Regular Agenda
  - Human Resources Director's Report
4. Subject: Certification of the Highest Prevailing Rate of Wages of the Various Crafts and Kinds of Labor Paid in Private Employment in the City & County of San Francisco
5. Recommendation: Adopt the report of the Office of Labor Standards Enforcement
6. Report prepared by: Ellen Love Telephone number: (415) 554-6488
7. Notifications: See Attachment
8. Reviewed and approved for Civil Service Commission Agenda:

Human Resources Director:

Date:

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.

<b><u>CSC RECEIPT STAMP</u></b>

Attachment

**Notifications:**

Elizabeth S. Salveson  
City Attorney's Office  
1390 Market Street, Fifth Floor  
San Francisco, CA 94103

Tammy Wong  
Human Resources Manager  
General Services Agency  
875 Stevenson Street, Suite 470  
San Francisco, CA 94102

Linda Marini  
Public Utilities Commission  
1155 Market Street, 8th floor  
San Francisco, CA 94102

Rafael Centeno  
Assistant Deputy Airport Director  
San Francisco Airport Commission  
P.O. Box 8097  
San Francisco, CA 94128

Martin Gran  
Employee Relations Director  
Employee Relations Division  
1 South Van Ness Ave., Fourth Floor  
San Francisco, CA 94102

Donald Ellison  
San Francisco Municipal Transportation  
Agency  
1 South Van Ness Ave., Seventh Floor  
San Francisco, CA 94102

Lavena Holmes-Williams  
Human Resources Manager  
Port Commission  
Ferry Building  
San Francisco, CA 94111

Steven Ponder  
Classification and Compensation Manager  
Human Resources Department  
1 South Van Ness Ave., Fourth Floor  
San Francisco, CA 94102

Jaci Fong  
Office of Contract Administration  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Donna Levitt  
Office of Labor Standards Enforcement  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

GENERAL SERVICES AGENCY  
OFFICE OF LABOR STANDARDS ENFORCEMENT  
DONNA LEVITT, MANAGER



DATE: March 26, 2015

TO: The Honorable Civil Service Commission

SUBJECT: 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 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 addition to the classifications and crafts addressed by the Director of Industrial Relations' General Prevailing Wage Determinations, the San Francisco Administrative Code Section 21C requires that prevailing wages be paid for other crafts and classifications, described below.

**Janitorial Services:** In May 1999, the Board of Supervisors amended the Administrative Code to require that contracts for janitorial services to be performed at any facility owned or leased by the City, "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." **Attachment 5** 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. **Attachment 6** contains 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, 2014 to March 31, 2017, reflecting the wage and benefits levels for individuals performing window cleaning services.

**Workers in Public Parking Lots and Garages:** 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 7** 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.

**Theatrical Workers:** 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 Project Collective Bargaining Agreement between the City and County of San Francisco and the International Alliance of Theatrical Stage Employees Bargaining Agreement, Local 16 for January 1, 2015 through June 30, 2015.

**Moving Services:** 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.

**Hauling of Solid Waste:** In December 2006, the Board of Supervisors amended the Administrative Code to require that for every contract awarded by the City for the hauling of solid waste generated in the course of City operations, “any Individual 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.

The Board of Supervisors amended Administrative Code Section 21C.7(c)(1) in 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 the crafts and classifications added at the request of the Board of Supervisors discussed above (please see **Attachment 11**). 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,



Donna Levitt  
Manager  
Office of Labor Standards Enforcement

# Attachment 1

## Prevailing Wage Determination

### California – Statewide Rates

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: # BOILERMAKER-BLACKSMITH

**DETERMINATION:** C-14-X-2-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** September 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 new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within the State of California

CLASSIFICATION (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension <sup>d</sup>	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday/ Holiday 2X
<sup>a</sup> AREA 1 Boilermaker-Blacksmith	\$41.66	\$8.57	<sup>b</sup> \$16.20	<sup>b</sup> \$4.56	\$0.75	\$0.34	8	\$72.08	<sup>c</sup> \$103.29	<sup>c</sup> \$103.29	\$134.50
<sup>a</sup> AREA 2 Boilermaker-Blacksmith	\$42.78	\$8.57	<sup>b</sup> \$19.61	<sup>b</sup> \$5.33	\$1.25	\$0.34	8	\$77.88	<sup>c</sup> \$111.74	<sup>c</sup> \$111.74	\$145.60
<sup>a</sup> AREA 3 Boilermaker-Blacksmith	\$39.18	\$8.57	<sup>b</sup> \$18.00	<sup>b</sup> \$4.74	\$1.25	\$0.34	8	\$72.08	<sup>c</sup> \$103.04	<sup>c</sup> \$103.04	\$134.00

**DETERMINATION:** C-14-X-2-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** September 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 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within the State of California

<sup>a</sup> AREA 1 Boilermaker-Blacksmith Helper <sup>f</sup>	\$22.91	e	<sup>b</sup> \$0.65	-	\$0.75	\$0.34	8	\$24.65	<sup>c</sup> \$36.43	<sup>c</sup> \$36.43	\$48.21
<sup>a</sup> AREA 2 Boilermaker-Blacksmith Helper <sup>f</sup>	\$23.53	e	<sup>b</sup> \$0.65	-	\$1.25	\$0.34	8	\$25.77	<sup>c</sup> \$37.86	<sup>c</sup> \$37.86	\$49.95
<sup>a</sup> AREA 3 Boilermaker-Blacksmith Helper <sup>f</sup>	\$21.55	e	<sup>b</sup> \$0.65	-	\$1.25	\$0.34	8	\$23.79	<sup>c</sup> \$34.89	<sup>c</sup> \$34.89	\$45.99

# 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>.

<sup>a</sup> Area 1 - Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile 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.

<sup>b</sup> Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

<sup>c</sup> 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.

<sup>d</sup> Includes amount for Annuity Trust Fund.

<sup>e</sup> Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

<sup>f</sup> One 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.

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: # IRON WORKER**

**DETERMINATION:** C-20-X-1-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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

CLASSIFICATION (Journey person)	<u>Employer Payments</u>						<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	<sup>b</sup> Daily 1 1/2X	<sup>b</sup> Saturday 1 1/2X	Sunday/ Holiday
Iron Worker (Ornamental, Reinforcing, Structural)	\$33.50	9.42	12.32	<sup>a</sup> 3.92	0.72	2.415	8	62.295	79.045	79.045	95.795
Fence Erector	\$27.08	7.25	7.99	<sup>a</sup> 2.62	0.51	1.525	8	46.975	60.515	60.515	74.055

# 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>.

<sup>a</sup> Includes supplemental dues.

<sup>b</sup> 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 <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.

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: ELECTRICAL UTILITY LINEMAN**

**DETERMINATION:** C-61-X-3-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** May 31, 2015\*\* 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)

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Training	Other Payments	Hours	Total Hourly Rate	Daily 2X	Saturday 2X	Sunday and Holiday
# Lineman, Cable Splicer	\$51.81	5.00	<sup>a</sup> 8.18	<sup>b</sup> 0.39	<sup>c</sup> 0.59	8	67.52	121.87	121.87	121.87
## Powderman	46.26	5.00	<sup>a</sup> 7.44	<sup>b</sup> 0.35	<sup>c</sup> 0.53	8	60.97	109.48	109.48	109.48
## Groundman	31.65	5.00	<sup>a</sup> 7.40	<sup>b</sup> 0.24	<sup>c</sup> 0.37	8	45.61	78.80	78.80	78.80

**DETERMINATION:** C-61-X-4-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** December 31, 2015\* 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 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 2I. 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.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments			Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Hours	Total Hourly Rate	Daily 1½X	Saturday 1½X	Sunday/ Holiday 1½X
## Pole Restoration Journeyman	\$27.97	5.00	<sup>a</sup> 0.60	0.75	8	35.16	49.56	<sup>c</sup> 49.56	49.56
After 1 year	27.97	5.00	<sup>a</sup> 0.60	1.29	8	35.70	50.10	<sup>c</sup> 50.10	50.10
After 3 years	27.97	5.00	<sup>a</sup> 0.60	1.83	8	36.24	50.64	<sup>c</sup> 50.64	50.64
After 6 years	27.97	5.00	<sup>a</sup> 0.60	2.36	8	36.77	51.17	<sup>c</sup> 51.17	51.17
## Senior Technician <sup>d</sup>	18.09	5.00	<sup>a</sup> 0.60	0.49	8	24.72	34.04	<sup>c</sup> 34.04	34.04
After 1 year	18.09	5.00	<sup>a</sup> 0.60	0.84	8	25.07	34.39	<sup>c</sup> 34.39	34.39
After 3 years	18.09	5.00	<sup>a</sup> 0.60	1.19	8	25.42	34.74	<sup>c</sup> 34.74	34.74
After 6 years	18.09	5.00	<sup>a</sup> 0.60	1.53	8	25.76	35.08	<sup>c</sup> 35.08	35.08
## Pole Treatment Journeyman	24.99	5.00	<sup>a</sup> 0.60	0.67	8	32.01	44.88	<sup>c</sup> 44.88	44.88
After 1 year	24.99	5.00	<sup>a</sup> 0.60	1.15	8	32.49	45.36	<sup>c</sup> 45.36	45.36
After 3 years	24.99	5.00	<sup>a</sup> 0.60	1.63	8	32.97	45.84	<sup>c</sup> 45.84	45.84
After 6 years	24.99	5.00	<sup>a</sup> 0.60	2.11	8	33.45	46.32	<sup>c</sup> 46.32	46.32
## Pole Restoration and Treatment <sup>d</sup>									
Technician (First 6 months)	14.00	5.00	<sup>a</sup> 0.60	0.38	8	20.40	27.61	<sup>c</sup> 27.61	27.61
Technician (After 6 months)	14.33	5.00	<sup>a</sup> 0.60	0.39	8	20.75	28.13	<sup>c</sup> 28.13	28.13

# 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.

<sup>a</sup> 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.

<sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>c</sup> Saturdays may be scheduled as a make-up day at the regular straight time rate.

<sup>d</sup> 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.

<sup>e</sup> Includes \$0.01 to LMCC; the remaining amount is factored at the applicable 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 <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.

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: 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.

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

## Indicates a non-apprenticeable craft.

<sup>a</sup> 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.

<sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>c</sup> Saturdays may be scheduled as a make-up day at the regular straight time rate.

<sup>d</sup> 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.

**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.

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: 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	Holiday	
Telecommunications Technician	28.50	2.79	0.93	3.28	-	8	35.50	49.75	78.25

<sup>a</sup> 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 <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
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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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	Holiday	
Telecommunications Technician	27.93	2.79	0.93	3.21	-	8	34.86	1 1/2X <sup>a</sup>	2 1/2X

<sup>a</sup> 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 <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	Holiday	
Telecommunications Technician	27.18	2.79	0.93	3.13	-	8	34.03	47.62	74.80

<sup>a</sup> 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 <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
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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.

Classification (Journey person)	Step <sup>a</sup>	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
			Health and Welfare <sup>c</sup>	Pension	Vacation <sup>b</sup> and Holiday	Training	Hours	Total Hourly Rate	1 1/2X <sup>c</sup>	2X <sup>d</sup>
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

<sup>a</sup> The time interval between steps is six months.

<sup>b</sup> 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.

<sup>c</sup> 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.

<sup>d</sup> Rate applies to all hours which exceed 55 hours weekly.

<sup>e</sup> 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.

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

**DETERMINATION:** C-TT-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* 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)

CRAFT/CLASSIFICATION	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime	
		Health and Welfare	Pension	Vacation	Holiday	Hours	Total Hourly Rate	Daily <sup>a</sup> 1 1/2X	Daily 2X
Climber	22.17	5.00	0.70 <sup>b</sup>	0.43 <sup>c</sup>	0.60	8	28.90	34.25 <sup>z</sup>	45.67
Groundperson First 6 months	14.18	5.00	0.44	0.27	0.38	8	20.27	21.91 <sup>z</sup>	29.21
Groundperson After 6 months	15.20	5.00	0.48 <sup>d</sup>	0.29 <sup>e</sup>	0.41	8	21.38	23.48 <sup>z</sup>	31.31

**DETERMINATION:** C-TT-2014-1A

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* 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	22.48	5.00	0.71 <sup>f</sup>	0.43 <sup>B</sup>	0.61	8	29.23	34.73 <sup>z</sup>	46.31
Groundperson First 6 months	12.74	5.00	0.40	0.25	0.34	8	18.73	19.68 <sup>z</sup>	26.24
Groundperson After 6 months	15.30	5.00	0.48 <sup>h</sup>	0.29 <sup>i</sup>	0.41	8	21.48	23.64 <sup>z</sup>	31.52

**DETERMINATION:** C-TT-2014-1B

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* 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	22.57	5.00	0.71 <sup>j</sup>	0.43 <sup>k</sup>	0.61	8	29.32	34.87 <sup>z</sup>	46.49
Groundperson First 6 months	14.45	5.00	0.45	0.28	0.39	8	20.57	22.33 <sup>z</sup>	29.77
Groundperson After 6 months	15.50	5.00	0.49 <sup>l</sup>	0.30 <sup>m</sup>	0.42	8	21.71	23.95 <sup>z</sup>	31.93

**DETERMINATION:** C-TT-2014-1C

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* 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	21.85	5.00	0.69 <sup>n</sup>	0.42 <sup>o</sup>	0.59	8	28.55	33.76 <sup>z</sup>	45.01
Groundperson First 6 months	13.98	5.00	0.44	0.27	0.38	8	20.07	21.60 <sup>z</sup>	28.80
Groundperson After 6 months	15.00	5.00	0.47 <sup>p</sup>	0.29 <sup>q</sup>	0.41	8	21.17	23.18 <sup>z</sup>	30.90

Footnotes listed on page 2E

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

**DETERMINATION:** C-TT-2014-1D

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* 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)

CRAFT/CLASSIFICATION	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime	
		Health and Welfare	Pension	Vacation	Holiday	Total Hourly Rate	Hours	Daily <sup>a</sup> 1 1/2X	Daily 2X
Climber	23.12	5.00	0.73 <sup>r</sup>	0.45 <sup>s</sup>	0.62	8	29.92	35.72 <sup>z</sup>	47.63
Groundperson First 6 months	14.83	5.00	0.47	0.29	0.40	8	20.99	22.91 <sup>z</sup>	30.55
Groundperson After 6 months	15.85	5.00	0.50 <sup>t</sup>	0.31 <sup>u</sup>	0.43	8	22.09	24.49 <sup>z</sup>	32.65

**DETERMINATION:** C-TT-2014-1E

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* 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	23.49	5.00	0.74 <sup>v</sup>	0.45 <sup>w</sup>	0.63	8	20.31	36.29 <sup>z</sup>	48.39
Groundperson First 6 months	15.08	5.00	0.47	0.29	0.41	8	21.25	23.30 <sup>z</sup>	31.06
Groundperson After 6 months	16.15	5.00	0.51 <sup>x</sup>	0.31 <sup>y</sup>	0.44	8	22.41	24.95 <sup>z</sup>	33.27

## Not an apprenticeable craft.

<sup>a</sup> Rate applies to the first 4 daily overtime hours. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at straight time if job is shut down during the normal workweek due to inclement weather.

<sup>b</sup> \$0.71 after 3 years of service; \$0.72 after 10 years.

<sup>c</sup> \$0.85 after 3 years of service; \$1.28 after 10 years.

<sup>d</sup> \$0.49 after 3 years of service; \$0.49 after 10 years.

<sup>e</sup> \$0.59 after 3 years of service; \$0.88 after 10 years.

<sup>f</sup> \$0.72 after 3 years of service; \$0.73 after 10 years.

<sup>g</sup> \$0.87 after 3 years of service; \$1.30 after 10 years.

<sup>h</sup> \$0.49 after 3 years of service; \$0.50 after 10 years.

<sup>i</sup> \$0.59 after 3 years of service; \$0.88 after 10 years.

<sup>j</sup> \$0.72 after 3 years of service; \$0.73 after 10 years.

<sup>k</sup> \$0.87 after 3 years of service; \$1.30 after 10 years.

<sup>l</sup> \$0.50 after 3 years of service; \$0.50 after 10 years.

<sup>m</sup> \$0.60 after 3 years of service; \$0.90 after 10 years.

<sup>n</sup> \$0.70 after 3 years of service; \$0.71 after 10 years.

<sup>o</sup> \$0.84 after 3 years of service; \$1.26 after 10 years.

<sup>p</sup> \$0.48 after 3 years of service; \$0.49 after 10 years.

<sup>q</sup> \$0.58 after 3 years of service; \$0.87 after 10 years.

<sup>r</sup> \$0.74 after 3 years of service; \$0.75 after 10 years.

<sup>s</sup> \$0.89 after 3 years of service; \$1.34 after 10 years.

<sup>t</sup> \$0.51 after 3 years of service; \$0.52 after 10 years.

<sup>u</sup> \$0.61 after 3 years of service; \$0.92 after 10 years.

<sup>v</sup> \$0.75 after 3 years of service; \$0.76 after 10 years.

<sup>w</sup> \$0.91 after 3 years of service; \$1.36 after 10 years.

<sup>x</sup> \$0.52 after 3 years of service; \$0.53 after 10 years.

<sup>y</sup> \$0.62 after 3 years of service; \$0.93 after 10 years.

<sup>z</sup> 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.

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: ##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.

CRAFT/CLASSIFICATION	Employer Payments					Straight-Time		Overtime	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily <sup>aa</sup> 1 1/2X	Daily <sup>bb</sup> 2X
<b>Tree Trimmer</b>									
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 <sup>cc</sup>	-	8	26.14	37.78	49.42
<b>Groundman</b>									
1st year	13.18	0.89	-	0.86	-	8	14.93	21.52	28.11
Thereafter	14.23	0.89	-	1.20 <sup>dd</sup>	-	8	16.32	23.435	30.55

**DETERMINATION:** C-TT-61-465-5A-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** December 26, 2015\*\* 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 Imperial County

<b>Tree Trimmer</b>									
1st year Climber	15.34	1.32	-	0.94	-	8	17.60	25.27	32.94
2nd year Climber	18.25	1.32	-	1.47	-	8	21.04	30.165	39.29
3rd year Climber	20.11	1.32	-	1.62	-	8	23.05	33.105	43.16
Thereafter Climber	20.80	1.32	-	1.68 <sup>ee</sup>	-	8	23.80	34.20	44.60
<b>Trimmer Trainee</b>									
Step 1 (0-6 Months)	12.60	1.32	-	0.48	-	8	14.40	20.70	27.00
Step 2 (7-18 Months)	13.17	1.32	-	0.51 <sup>gg</sup>	-	8	15.00	21.585	28.17
Groundman	11.79	1.32	-	0.45 <sup>ff</sup>	-	8	13.56	19.455	25.35

**DETERMINATION:** C-TT-61-47-3-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** January 2, 2016\*\* 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 Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, Santa Barbara, and Ventura Counties.

<b>Tree Trimmer</b>									
Step 1 <sup>hh</sup>	13.90	3.51	0.41	0.64	-	8	18.46	25.41 <sup>ii</sup>	32.36
Step 2	14.78	3.51	0.44	0.68	-	8	19.41	26.80 <sup>ii</sup>	34.19
Step 3	15.37	3.51	0.46	0.71 <sup>jj</sup>	-	8	20.05	27.735 <sup>ii</sup>	35.42
Step 4	16.07	3.51	0.48	0.74 <sup>kk</sup>	-	8	20.80	28.835 <sup>ii</sup>	36.87
<b>Tree Trimmer Trainee</b>									
Step 1 (0-6 Months)	12.34	3.51	0.37	0.57	-	8	16.79	22.96 <sup>ii</sup>	29.13
Step 2 (7-18 Months)	13.20	3.51	0.39	0.61	-	8	17.71	24.31 <sup>ii</sup>	30.91
Groundman	11.88	3.51	0.35	0.55 <sup>ll</sup>	-	8	16.29	22.23 <sup>ii</sup>	28.17

**Footnotes listed on page 2G**

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

## Not an apprenticeable craft.

<sup>aa</sup> 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 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.

<sup>bb</sup> Rates apply to work in excess of 12 hours in a day.

<sup>cc</sup> \$2.42 after 7 years of service at this level.

<sup>dd</sup> \$1.48 after 8 years at this level.

<sup>ee</sup> \$2.08 after 10 years of service at this level.

<sup>ff</sup> \$0.73 after 1 year; \$0.95 after 2 years; \$1.18 after 10 years at this level.

<sup>gg</sup> \$0.81 after 1 year at this level.

<sup>hh</sup> Progression from one step to another will begin upon completion of a minimum of 12 months of service.

<sup>ii</sup> 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.

<sup>jj</sup> \$1.00 after 2 years of service with the company; \$1.30 after 10 years of service with the company

<sup>kk</sup> \$1.05 after 2 years of service with the company; \$1.36 after 10 years of service.

<sup>ll</sup> \$0.78 after 2 year of service with the company; \$1.01 after 10 years of service with the company.

**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.

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: # 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.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total <sup>e</sup> Hourly Rate	Daily <sup>be</sup> 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday <sup>e</sup> 2X	Holiday <sup>e</sup> 2 1/2X
Stator Rewinder	\$15.20	<sup>a</sup> 1.36	<sup>a</sup> 2.18	<sup>ac</sup> .29	.58	<sup>a</sup> .29	8	19.90	29.56	29.56	39.22	48.88
Stator Rewinder Helper (First 6 Months)	11.74	<sup>a</sup> 1.05	<sup>a</sup> 1.69	<sup>a</sup> .23	.45	<sup>a</sup> .23	8	15.39	22.86	22.86	30.33	37.80
Stator Rewinder Helper (After 6 Months)	11.95	<sup>a</sup> 1.07	<sup>a</sup> 1.72	<sup>ad</sup> .23	.46	<sup>a</sup> .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 <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Contributions are factored at the appropriate overtime multiplier.

<sup>b</sup> 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.

<sup>c</sup> 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.

<sup>d</sup> 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.

<sup>e</sup> 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 <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 <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: # ELECTRICAL UTILITY LINEMAN**

**DETERMINATION:** C-61-X-8-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** January 31, 2015\* 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 Del Norte, Modoc and Siskiyou counties.

CLASSIFICATION (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday 2X
Lineman, Heavy Line Equipment man, Certified Lineman Welder, Pole Sprayer	\$46.87	5.40	<sup>a</sup> 9.76	<sup>b</sup> 0.47	<sup>c</sup> 0.13	8	62.63	<sup>d</sup> 87.065	<sup>e</sup> 87.065	111.50
Cable Splicer	52.49	5.40	<sup>a</sup> 9.92	<sup>b</sup> 0.52	<sup>c</sup> 0.14	8	68.47	<sup>d</sup> 95.825	<sup>e</sup> 95.825	123.18
Line Equipment Man	40.31	5.40	<sup>a</sup> 6.36	<sup>b</sup> 0.40	<sup>c</sup> 0.11	8	52.58	<sup>d</sup> 73.59	<sup>e</sup> 73.59	94.60
Powderman	35.15	5.30	<sup>a</sup> 5.75	<sup>b</sup> 0.35	<sup>c</sup> 0.10	8	46.65	<sup>d</sup> 64.97	<sup>e</sup> 64.97	83.29
Groundman	31.31	5.30	<sup>a</sup> 5.64	<sup>b</sup> 0.31	<sup>c</sup> 0.09	8	42.65	<sup>d</sup> 58.97	<sup>e</sup> 58.97	75.29
Pole Sprayer Trainee										
First six months	40.17	5.30	<sup>a</sup> 5.91	<sup>b</sup> 0.40	<sup>c</sup> 0.11	8	51.89	<sup>d</sup> 72.83	<sup>e</sup> 72.83	93.77
Second six months	42.09	5.30	<sup>a</sup> 5.96	<sup>b</sup> 0.42	<sup>c</sup> 0.12	8	53.89	<sup>d</sup> 75.83	<sup>e</sup> 75.83	97.77
Third six months	43.50	5.30	<sup>a</sup> 6.01	<sup>b</sup> 0.44	<sup>c</sup> 0.12	8	55.37	<sup>d</sup> 78.05	<sup>e</sup> 78.05	100.73

# 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>.

<sup>a</sup> 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.

<sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>c</sup> 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.

<sup>d</sup> 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.

<sup>e</sup> 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 <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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**Determination:** C-MR-2014-1

**Issue Date:** August 22, 2014

**Expiration date of determination:** July 31, 2015\* 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.

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

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$31.55	\$8.14	\$5.23	\$3.51	\$0.55	\$0.44	8.0 <sup>a</sup>	\$49.42	\$65.19 <sup>(b)</sup>	\$65.19 <sup>(b)</sup>	\$80.97

# 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>.

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

<sup>b</sup> 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 <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.

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

**# 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)

Classification	Basic Hourly Rate	Employer Payments <sup>a</sup>					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (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 <sup>b</sup>	\$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 <sup>b</sup>	\$49.45

# 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>.

<sup>a</sup> 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).

<sup>b</sup> 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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**Determination:** C-MR-2014-1B

**Issue Date:** August 22, 2014

**Expiration date of determination:** September 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 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)

Classification	Basic Hourly Rate <sup>a</sup>	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare <sup>a</sup>	Pension <sup>a</sup>	Vacation And Holiday <sup>a</sup>	Training <sup>a</sup>	Other <sup>a</sup>			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (1½ X)
Butte, Lassen, Placer, Sacramento, Yolo and Yuba Counties:											
# Metal Roofing Systems Installer	\$32.33	\$7.25	\$4.40	<sup>b</sup>	\$0.32	-	8.0	\$44.30	\$60.465 <sup>c</sup>	\$60.465 <sup>c</sup>	\$60.465 <sup>c</sup>
San Joaquin County:											
# Metal Roofing Systems Installer	\$29.99	\$7.25	\$4.25	<sup>b</sup>	\$0.32	-	8.0	\$41.81	\$56.805 <sup>c</sup>	\$56.805 <sup>c</sup>	\$56.805 <sup>c</sup>
Marin and Sonoma Counties:											
# Metal Roofing Systems Installer	\$33.16	-	-	<sup>b</sup>	-	\$10.90	8.0	\$44.06	\$60.64 <sup>c</sup>	\$60.64 <sup>c</sup>	\$60.64 <sup>c</sup>

# 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>.

<sup>a</sup> Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

<sup>b</sup> Included in straight-time hourly rate.

<sup>c</sup> 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 <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.

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

**# 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)

Classification	Basic Hourly Rate	Employer Payments <sup>a</sup>					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$47.59 <sup>b</sup>	-	-	-	\$0.45	-	8.0	\$48.04	\$71.835 <sup>c</sup>	\$71.835 <sup>c</sup>	\$71.835 <sup>c</sup>

# 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>.

<sup>a</sup> 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).

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

<sup>c</sup> 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 <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.

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

**# 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)

Classification	Basic Hourly Rate	Employer Payments					Other	Straight-Time Hours	Straight-Time Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Daily (1½ X)				Saturday (1½ X)	Sunday/Holiday (2 X)	
Fresno County: # Metal Roofing Systems Installer	\$23.05	\$3.60	\$3.60	a	\$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 <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>.

<sup>a</sup> 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.

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

**# 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)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate			
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (1½ X)	
Humboldt County:												
## Metal Roofing Systems Installer	\$16.00	-	-	-	-	\$2.00	8.0	\$18.00	\$26.00 <sup>a</sup>	\$26.00 <sup>a</sup>	\$26.00 <sup>a</sup>	
Madera County:												
# Metal Roofing Systems Installer	\$26.75	\$2.00	\$2.00	-	\$0.15	-	8.0	\$30.90	\$44.275 <sup>a</sup>	\$44.275 <sup>a</sup>	\$44.275 <sup>a</sup>	
Napa County:												
## Metal Roofing Systems Installer	\$18.00	-	-	\$0.35	-	-	8.0	\$18.35	\$27.35 <sup>a</sup>	\$27.35 <sup>a</sup>	\$27.35 <sup>a</sup>	
Shasta County:												
## Metal Roofing Systems Installer	\$19.83	-	-	-	\$0.20	-	8.0	\$20.03	\$29.945 <sup>a</sup>	\$29.945 <sup>a</sup>	\$29.945 <sup>a</sup>	

# 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.

<sup>a</sup> 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 <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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**DETERMINATION:** C-MR-2014-1F

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 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.

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

Classification	Basic Hourly Rate <sup>a</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension <sup>c</sup>	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily <sup>b</sup> (1½ X)	Saturday <sup>b</sup> (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$40.79	\$9.87	\$11.91	-	\$1.12	\$0.47	8.0	\$64.16	\$84.56	\$84.56	\$104.95

# 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>.

<sup>a</sup> Includes amount withheld for Working Dues.

<sup>b</sup> Rate 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.

<sup>c</sup> 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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**DETERMINATION:** C-MR-2015-1G

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* 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.

**LOCALITIES:** All localities within Monterey County<sup>f</sup>. (REF: 166-104-10)

Classification	Employer Payments						Straight-Time Hours	Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training Other			Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (2 X)
# Metal Roofing Systems Installer	\$41.59 <sup>a</sup>	\$12.93 <sup>e</sup>	\$17.59 <sup>b</sup>	c	\$1.41	\$0.42	8.0	\$73.94	\$95.83 <sup>d</sup>	\$95.83 <sup>d</sup>	\$117.72

# 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>.

<sup>a</sup> Includes amount withheld for Dues Check Off.

<sup>b</sup> An amount equal to 3% of wages and employee benefits (excluding training and other payment) is added for National SASMI Fund (Wage Stabilization 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.

<sup>c</sup> Included in Straight-Time hourly rate.

<sup>d</sup> 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.

<sup>e</sup> 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.

<sup>f</sup> Rate applies to jobsites under 20 miles from Market and Main Streets in Salinas, CA. For rates outside that zone refer to the Travel and Subsistence provisions 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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**Determination:** C-MR-2014-11

**Issue Date:** August 22, 2014

**Expiration date of determination:** June 30, 2015\*\* 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)

Classification	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Vacation And Holiday	Pension	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (2 X)
# Metal Roofing Systems Installer	\$35.03 <sup>a</sup>	\$7.92 <sup>b</sup>	\$13.56 <sup>c</sup>	-	\$0.73 <sup>d</sup>	\$0.54 <sup>e</sup>	8.0 <sup>f</sup>	\$57.78	\$75.29 <sup>g</sup>	\$75.29 <sup>g</sup>	\$92.81 <sup>g</sup>

# 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>.

<sup>a</sup> Includes amount withheld for Working Dues.

<sup>b</sup> Includes an amount for the Sheet Metal Occupational Health Institute Trust.

<sup>c</sup> Includes 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

<sup>d</sup> Includes an amount for International Training Institute.

<sup>e</sup> Includes amounts for National Energy Management Institute (NEMI) Fund, Sheet Metal Workers' International Scholarship Fund (SMWSF) and Industry Fund.

<sup>f</sup> 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.

<sup>g</sup> 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 <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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**DETERMINATION:** C-MR-2015-1J

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* 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 San Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Vacation And Holiday	Pension	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (2 X)
# Metal Roofing Systems Installer	\$50.71 <sup>a</sup>	\$13.11 <sup>e</sup>	\$25.26 <sup>f</sup>	<sup>b</sup>	\$1.41	\$1.15	8.0 <sup>c</sup>	\$91.64	\$119.81 <sup>d</sup>	\$119.81 <sup>d</sup>	\$147.99

# 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>.

<sup>a</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>b</sup> Included in Straight-Time Hourly Rate.

<sup>c</sup> For San Francisco County, the Straight-Time Hours is 7 hours.

<sup>d</sup> 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.

<sup>e</sup> 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.

<sup>f</sup> Includes an amount for Pension which is factored at the applicable overtime multiplier. 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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**DETERMINATION:** C-MR-2015-1K

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$33.50	\$9.42	\$12.32	\$3.92 <sup>a</sup>	\$0.72	\$2.415	8.0	\$62.295	\$79.045 <sup>b</sup>	\$79.045 <sup>b</sup>	\$95.795

# 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>.

<sup>a</sup> Includes supplemental dues.

<sup>b</sup> 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 <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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**Determination:** C-MR-2014-1L

**Issue Date:** August 22, 2014

**Expiration date of determination:** June 30, 2015\*\* 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)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate				
		Health and Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday <sup>e</sup> (2 X)	Sunday/Holiday (2 X)		
# Metal Roofing Systems Installer	\$33.12	\$11.20 <sup>a</sup>	\$9.20	\$4.15 <sup>b</sup>	\$0.73	\$2.44 <sup>c</sup>	8.0	\$60.84	\$77.40 <sup>d</sup>	\$93.96	\$77.40 <sup>f</sup>	\$93.96	\$93.96 <sup>g</sup>

# 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>.

<sup>a</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship Fund.

<sup>b</sup> Includes an amount per hour worked for Work Fees. The vacation amount is \$2.45 per hour worked.

<sup>c</sup> Includes amounts for Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>d</sup> 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.

<sup>e</sup> 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.

<sup>f</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>g</sup> 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 <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.

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

**# 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)

Classification	Basic Hourly Rate	Employer Payments <sup>a</sup>					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Vacation And Holiday	Pension	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (2 X)
# Metal Roofing Systems Installer	\$32.84 <sup>b</sup>	\$7.43	\$7.22	<sup>c</sup>	\$0.45	\$0.10	8.0	\$48.04	\$64.46 <sup>d</sup>	\$64.46 <sup>d</sup>	\$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>.

<sup>a</sup> 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).

<sup>b</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>c</sup> Included in straight-time hourly rate.

<sup>d</sup> 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 <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.

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

**# METAL ROOFING SYSTEMS INSTALLER**

**Determination:** C-MR-2015-1N

**Issue Date:** February 22, 2015

**Expiration date of determination:** August 31, 2015\*\* 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 Tulare County. (REF: 232-27-1)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other <sup>c</sup>			Daily (1½ X)	Saturday <sup>d</sup> (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$26.77 <sup>a</sup>	\$6.38	\$6.10	<sup>b</sup>	\$0.30	\$0.02	8.0	\$39.57	\$52.96	\$52.96	\$66.34

# 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>.

<sup>a</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>b</sup> Included in Basic Hourly Rate.

<sup>c</sup> Includes an amount for the Roofers and Waterproofers Research and Education Joint Trust Fund.

<sup>d</sup> When adverse weather or job scheduling problems exist causing an employee to work less than forty (40) hours in a week Saturday may be used as a make-up day at straight time wage rates.

**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.

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

**# 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)

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Straight-Time Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (2 X)
# Metal Roofing Systems Installer	\$30.29 <sup>a</sup>	\$6.60	\$5.75 <sup>b</sup>	<sup>c</sup>	\$0.80	\$0.54	8.0	\$43.98	\$59.13 <sup>d</sup>	\$59.13 <sup>d</sup>	\$74.27 <sup>e</sup>

# 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>.

<sup>a</sup> Includes amount withheld for Dues Check Off.

<sup>b</sup> Includes an amount per hour for COLA Fund.

<sup>c</sup> Included in straight-time hourly rate.

<sup>d</sup> 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.

<sup>e</sup> 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.

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-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.

Classification	Employer Payments						Straight-Time	Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/Holiday (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 <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.

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-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	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)
Driver: Mixer Truck	\$20.10	\$3.09 <sup>a</sup>	-	\$1.005 <sup>b</sup>	-	-	8.0	\$24.195	\$34.245 <sup>c</sup>	\$34.245

<sup>a</sup> The contribution applies to all hours until \$535.26 is paid for the month.

<sup>b</sup> \$1.39 after 3 years of service  
\$1.78 after 10 years of service  
\$2.16 after 20 years of service

<sup>c</sup> 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/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: 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.

Classification	Employer Payments						Straight-Time Hours	Overtime Hourly Rate			
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training Other	Other		Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (2 X)
Driver: Mixer Truck	\$26.50	\$6.89 <sup>a</sup>	\$8.97 <sup>b</sup>	c	-	-	8.0	\$42.36	\$55.61	\$55.61	\$68.86

<sup>a</sup> 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.

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

<sup>c</sup> \$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 <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.

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-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.

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)
Driver: Mixer Truck	\$22.50	\$4.81 <sup>a</sup>	\$5.60	\$2.00	-	-	8.0	\$34.91	\$46.16 <sup>b</sup>	\$46.16

<sup>a</sup> The contribution applies to all hours until \$833.00 is paid for the month.

<sup>b</sup> 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.

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-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.

Classification	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Sunday/ Holiday (1½ X)
Driver: Mixer Truck	\$18.50	\$5.44 <sup>a</sup>	-	\$0.71 <sup>b</sup>	-	-	8.0	\$24.65	\$33.90 <sup>c</sup>	\$33.90

<sup>a</sup> The contribution applies to all hours until \$943.38 is paid for the month.

<sup>b</sup> \$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

<sup>c</sup> 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.

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-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.

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)
Driver: Mixer Truck	\$14.80	\$3.46 <sup>a</sup>	-	\$0.68 <sup>b</sup>	-	-	8.0	\$18.94	\$26.34 <sup>c</sup>	\$26.34

<sup>a</sup> The contribution applies to all hours until \$600 is paid for the month.

<sup>b</sup> \$0.97 after 2 years of service

<sup>c</sup> 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.

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-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.

Classification	Employer Payments						Straight-Time	Overtime Hourly Rate		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (2 X)	
Mixer Driver	\$25.05	\$4.75 <sup>a</sup>	\$3.10	\$1.25 <sup>b</sup>	-	-	8.0	\$34.15	\$46.68 <sup>c</sup>	\$59.20

<sup>a</sup>The contribution applies to all hours until \$823.00 is paid for the month.

<sup>b</sup>\$1.73 after one year of service  
\$2.22 after 7 years of service.  
\$2.70 after 14 years of service.

<sup>c</sup>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.

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-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.

Classification	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate	
		Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)
Driver: Mixer Truck	\$19.05	\$6.66 <sup>a</sup>	\$1.71	\$1.17 <sup>b</sup>	-	-	8.0	\$28.59	\$38.115 <sup>c</sup>	\$38.115

<sup>a</sup> The contribution applies to all hours until \$1155.24 is paid for the month.

<sup>b</sup> \$1.54 after 7 years of service

\$1.91 after 14 years of service

<sup>c</sup> 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.

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-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.

Classification	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health And Welfare	Pension	Vacation And Holiday	Training Other	Other			Daily (1½ X)	Saturday/ Holiday (1½ X)	Sunday (2 X)
Driver: Mixer Truck	\$20.11	\$4.89 <sup>a</sup>	\$3.05	\$0.70 <sup>b</sup>	-	-	8.0	\$28.75	\$38.11 <sup>c</sup>	\$38.11 <sup>c</sup>	\$48.16

<sup>a</sup> The contribution applies to all hours until \$847.50 is paid for the month.

<sup>b</sup> 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.

<sup>c</sup> 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 <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/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: 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.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Other</u>	<u>Straight-Time</u>	<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare<sup>a</sup></u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Total Hourly Hours</u>		<u>Rate</u>	<u>Daily/Holiday<sup>b</sup> (1½ X)</u>	<u>Sunday (2X)</u>
Driver: Mixer Truck	\$20.60	\$4.81	\$6.00	\$2.00	-	-	8.0	\$33.41	\$43.71	\$54.01

<sup>a</sup> The contribution applies to all hours until \$833.00 is paid for the month.

<sup>b</sup> 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 <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.

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-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.

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday <sup>d</sup>	Training	Other	Total Hourly Rate	Hours	Daily (1½ X)	Saturday/Holiday (1½ X)	Sunday <sup>e</sup> (2 X)
Ready Mix Driver <sup>a</sup>	\$21.25	\$4.60 <sup>b</sup>	\$3.44	\$0.41 <sup>c</sup>	-	-	8.0	\$29.70	\$40.33	\$40.33	\$50.95

<sup>a</sup> 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.

<sup>b</sup> The contribution applies to all hours until \$796.50 is paid for the month.

<sup>c</sup> \$0.98 after 4 months of service

\$1.39 after 1 year of service

\$1.80 after 7 years of service

\$2.21 after 14 years of service

<sup>d</sup> 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.

<sup>e</sup> Emergency work and breakdown on Sundays shall be paid at time and one-half (1½x) 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 <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.

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-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.

<u>Classification</u>	<u>Employer Payments</u>						<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Hours	Daily (1½ X)	Sunday/ Holiday (1½ X)
Driver: Mixer Truck	\$21.50	\$9.64	\$1.72 <sup>a</sup>	\$0.99 <sup>b</sup>	-	-	8.0	\$33.85	\$45.46 <sup>c</sup>	\$45.46

<sup>a</sup> This amount is factored at the applicable overtime rate.

<sup>b</sup> \$1.41 after 2 years of service  
\$1.82 after 10 years of service  
\$2.23 after 20 years of service

<sup>c</sup> 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.

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-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.

Classification	Employer Payments						Straight-Time Total Hourly Hours	Overtime Hourly Rate		
	Basic Hourly Rate	Health And Welfare <sup>a</sup>	Pension	Vacation And Holiday <sup>b</sup>	Training	Other		Daily (1½ X) <sup>c</sup>	Sunday/ Holiday (1½ X)	
Driver: Mixer Truck	\$19.25	\$2.96	-	\$0.22	-	-	8.0	\$22.43	\$32.06	\$32.06

<sup>a</sup> The contribution applies to all hours until \$513.04 is paid for the month.

<sup>b</sup> \$0.59 after 2 years of service

\$0.96 after 5 years of service

<sup>c</sup> 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.

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-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.

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)
Driver: Mixer Truck	\$15.00	\$6.33 <sup>a</sup>	\$1.80	\$1.04 <sup>b</sup>	-	-	8.0	\$24.17	\$31.67 <sup>c</sup>	\$31.67

<sup>a</sup> The contribution applies to all hours until \$1097.30 is paid for the month.

<sup>b</sup> \$1.33 after 4 years of service  
\$1.61 after 14 years of service  
\$1.90 after 24 years of service

<sup>c</sup> 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.

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-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.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Straight-Time Hours</u>	<u>Total Hourly Rate</u>	<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Other</u>			<u>Daily (1½ X)</u>	<u>Sunday/ Holiday (1½ X)</u>
Driver: Mixer Truck	\$19.14	\$3.04 <sup>a</sup>	\$3.42	\$1.03 <sup>b</sup>	\$0.64	-	8.0	\$27.27	\$36.84 <sup>c</sup>	\$36.84

<sup>a</sup> The contribution applies to all hours until \$526.19 is paid for the month.

<sup>b</sup> \$1.40 after 2 years of service,  
\$1.70 after 10 years of service.

<sup>c</sup> 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.

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-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.

Classification	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate	
		Health And Welfare	Pension	Vacation And Holiday <sup>d</sup>	Training	Other	Total Hourly Hours	Rate	Daily (1½ X) <sup>e</sup>	Sunday/Holiday (2 X)
Mixer Driver	\$21.15 <sup>a</sup>	\$4.91 <sup>b</sup>	\$3.44	\$0.41 <sup>c</sup>	-	-	8.0	\$29.91	\$40.485	\$51.06

<sup>a</sup>Includes an amount (\$0.03) for supplemental dues check off.

<sup>b</sup>The contribution applies to all hours until \$850.00 is paid for the month.

<sup>c</sup> \$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.

<sup>d</sup> 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.

<sup>e</sup>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 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/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: 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.

Classification	Employer Payments						Straight-Time	Overtime Hourly Rate		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Total Hourly Rate	Daily (1½ X)	Sunday/Holiday (1½ X)	
Driver: Dump Truck	\$22.50	<sup>a</sup>	-	\$0.43 <sup>b</sup>	-	-	8.0	\$22.93	\$34.18 <sup>c</sup>	\$34.18

<sup>a</sup> 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.

<sup>b</sup> \$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

<sup>c</sup> 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.

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-830-261-5-2009-1

**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>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Straight-Time Hours</u>	<u>Total Hourly Rate</u>	<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Other</u>			<u>Daily (1½ X)</u>	<u>Sunday/Holiday (1½ X)</u>
Driver: Dump Truck	\$17.00	\$3.09 <sup>a</sup>	-	\$0.85 <sup>b</sup>	-	-	8.0	\$20.94	\$29.44 <sup>c</sup>	\$29.44

<sup>a</sup> The contribution applies to all hours until \$535.26 is paid for the month.

<sup>b</sup> \$1.18 after 3 years of service  
\$1.50 after 10 years of service  
\$1.83 after 20 years of service

<sup>c</sup> 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/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: 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.

Classification	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Sunday/ Holiday (1½ X)
Driver: Dump Truck	\$21.00	\$2.81 <sup>a</sup>	-	\$0.10 <sup>b</sup>	-	-	8.0	\$23.91	\$34.41 <sup>c</sup>	\$34.41

<sup>a</sup>The contribution applies to hours until \$487.07 is paid for the month.

<sup>b</sup>\$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.

<sup>c</sup>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/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: 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.

Classification	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare <sup>a</sup>	Pension	Vacation And Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily (1½ X) <sup>c</sup>	Sunday/Holiday (1½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	-	-	8.0	\$19.465	\$27.965	\$27.965

<sup>a</sup> The contribution applies to all work up to \$355.00 per month.

<sup>b</sup> \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

<sup>c</sup> 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.

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-830-261-6-2009-1

**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.

Classification	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate	
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily (1½ X)	Sunday/ Holiday (1½ X)
Driver: Dump Truck	\$16.76	\$3.04 <sup>a</sup>	\$2.75	\$0.90 <sup>b</sup>	\$0.64	-	8.0	\$24.09	\$32.47 <sup>c</sup>	\$32.47

<sup>a</sup> The contribution applies to all hours until \$526.19 is paid for the month.

<sup>b</sup> \$1.22 after 2 years of service,  
\$1.55 after 10 years of service.

<sup>c</sup> 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.

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.

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Other</u>	<u>Straight-Time Hours</u>	<u>Total Hourly Rate</u>	<u>Overtime Hourly Rate</u>	
		<u>Health And Welfare</u>	<u>Pension</u>	<u>Vacation And Holiday</u>	<u>Training</u>	<u>Hourly Rate</u>				<u>Daily<sup>b</sup> (1½ X)</u>	<u>Sunday/Holiday (1½ X)</u>
Driver: Dump Truck	\$16.25	\$9.64	\$5.20	\$0.56 <sup>a</sup>	\$0.70	\$0.48	8.0	\$32.83	\$40.955	\$40.955	

<sup>a</sup> \$0.875 after 1 year of service  
\$1.19 after 7 years of service  
\$1.50 after 19 years of service

<sup>b</sup> 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 <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.

## Attachment 2

### Prevailing Wage Determination

#### Northern California Rates

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: # ASBESTOS WORKER, HEAT AND FROST INSULATOR**

**DETERMINATION:** NC-3-16-1-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** July 31, 2015\*\* 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X	2X
<b>AREA 1</b> Mechanic	\$59.38	\$11.25	\$7.61 <sup>b</sup>	c	\$0.85	<sup>d</sup> \$0.23	8	\$79.32	<sup>e</sup> \$109.01	<sup>f</sup> \$138.70
<b>AREA 2</b> Mechanic	\$45.28	\$11.25	\$7.61 <sup>b</sup>	c	\$0.85	<sup>d</sup> \$0.23	8	\$65.22	<sup>e</sup> \$87.86	<sup>f</sup> \$110.50

**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-3-16-3-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** December 31, 2015\*\* 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:** Mono and all Northern California Counties

Hazardous Material Handler Mechanic	\$32.38	6.31	1.25	e	0.30	<sup>h</sup> 0.08	8	40.32	<sup>i</sup> 56.51	<sup>j</sup> 72.70
Hazardous Material Handler Worker <sup>k</sup>	\$23.16	6.31	-	-	0.30	<sup>l</sup> 0.06	8	29.83	<sup>i</sup> 41.41	<sup>j</sup> 52.99

# 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>.

<sup>a</sup> Includes amount withheld for dues check off and for vacation.

<sup>b</sup> 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.

<sup>c</sup> Included in the straight-time hourly rate.

<sup>d</sup> \$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.

<sup>e</sup> 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.

<sup>f</sup> \$198.08 (Area 1) and \$155.78 (Area 2) per hour for work on Labor Day.

<sup>g</sup> Includes amount withheld for dues check off.

<sup>h</sup> Includes amount for vacation/holiday administration and industry promotion.

<sup>i</sup> 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 7<sup>th</sup> consecutive day of work in a workweek.

<sup>j</sup> Rate 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 7<sup>th</sup> consecutive day of work in a workweek.

<sup>k</sup> A maximum of fourteen (14) Hazardous Material Handler Workers is allowed for each Hazardous Material Handler Mechanic.

<sup>l</sup> 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 <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.

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-23-31-1-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>k</sup>				Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>o</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>e</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>g</sup>			
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
<sup>b</sup> Area 1 Carpenter	\$40.35	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$68.07	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$40.50	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$68.22	\$88.47	\$108.72	\$88.47	\$108.72	\$108.72
<sup>b</sup> Area 2 Carpenter	\$34.47	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.19	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$34.62	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.34	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<sup>b</sup> Area 3 <sup>l</sup> Carpenter	\$34.47	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.19	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$34.62	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.34	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<sup>b</sup> Area 4 <sup>l</sup> Carpenter	\$33.12	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$60.84	\$77.40	\$93.96	\$77.40	\$93.96	\$93.96
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.27	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$60.99	\$77.63	\$94.26	\$77.63	\$94.26	\$94.26

DETERMINATION: NC-23-31-1-2014-2A

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>k</sup>				Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>o</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>e</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>g</sup>			
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
Bridge Builder/Highway Carpenter	\$40.35	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8.0	\$68.07	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42
Bridge Builder/Highway Carpenter (Special Single Shift)	\$45.39	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8.0	\$73.11	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42

Footnote and Millwright listed on page 34A

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

**DETERMINATION:** NC-23-31-1-2014-2B  
**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>k</sup>				
		Health and Welfare <sup>o</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>h</sup>	Hours	Total Hourly Rate	Daily 1 1/2X <sup>f</sup>	2X	Saturday <sup>g</sup> 1 1/2X <sup>g</sup>	2X	Sunday and Holiday <sup>j</sup>
<sup>b</sup> Area 1 Millwright	\$40.45	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$69.77	\$90.00	\$110.22	\$90.00	\$110.22	\$110.22
<sup>b</sup> Area 2 Millwright	\$36.97	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$66.29	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<sup>b</sup> Area 3 <sup>j</sup> Millwright	\$36.97	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$66.29	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<sup>b</sup> Area 4 <sup>j</sup> Millwright	\$35.62	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$64.94	\$82.75	\$100.56	\$82.75	\$100.56	\$100.56

**DETERMINATION:** NC-23-31-1-2014-2, NC-23-31-1-2014-2A and NC-23-31-1-2014-2B

# 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>.

<sup>a</sup> 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.

<sup>b</sup> 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.

<sup>c</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>d</sup> 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.

<sup>e</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>f</sup> 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.

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

<sup>h</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

<sup>i</sup> 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.

<sup>j</sup> 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.

<sup>k</sup> The overtime rates for shift work are based on the non-shift overtime rates.

**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.

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-23-31-1-2014-2  
**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
									1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	
<b>* Area 1</b>													
Carpenter	\$43.04	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$70.76	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$43.20	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$70.92	\$88.47	\$108.72	\$88.47	\$108.72	\$108.72
<b>* Area 2</b>													
Carpenter	\$36.77	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$64.49	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.93	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$64.65	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<b>* Area 3<sup>l</sup></b>													
Carpenter	\$36.77	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$64.49	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.93	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$64.65	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<b>* Area 4<sup>l</sup></b>													
Carpenter	\$35.33	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$63.05	\$77.40	\$93.96	\$77.40	\$93.96	\$93.96
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.49	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$63.21	\$77.63	\$94.26	\$77.63	\$94.26	\$94.26

**DETERMINATION:** NC-23-31-1-2014-2A  
**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
									1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	
Bridge Builder/Highway Carpenter	\$43.04	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$70.76	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42

Continued on page 34C

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

**DETERMINATION:** NC-23-31-1-2014-2B  
**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>j</sup>	Hours <sup>f</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
								1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X		
<sup>g</sup> Area 1 Millwright	\$43.15	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$72.47	\$90.00	\$110.22	\$90.00	\$110.22	\$110.22
<sup>g</sup> Area 2 Millwright	\$39.43	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$68.75	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<sup>g</sup> Area 3 <sup>l</sup> Millwright	\$39.43	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$68.75	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<sup>g</sup> Area 4 <sup>l</sup> Millwright	\$37.99	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$67.31	\$82.75	\$100.56	\$82.75	\$100.56	\$100.56

**DETERMINATION:** NC-23-31-1-2014-2, NC-23-31-1-2014-2A and NC-23-31-1-2014-2B (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/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>.

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

<sup>a</sup> The overtime rates for shift work are based on the non-shift overtime rates on page 34.

<sup>b</sup> 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.

<sup>c</sup> 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.

<sup>d</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>e</sup> 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.

<sup>f</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>g</sup> Daily overtime applies after 7 1/2 hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.

<sup>h</sup> 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.

<sup>i</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>j</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

<sup>k</sup> 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.

<sup>l</sup> 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 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: #CARPENTER AND RELATED TRADES (THIRD SHIFT)\*

DETERMINATION: NC-23-31-1-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare <sup>d</sup>	Employer Payments				Straight - Time		Overtime Hourly Rate <sup>g</sup>				
			Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
								1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X		
<sup>c</sup> Area 1													
Carpenter	\$46.11	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$73.83	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$46.29	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$74.01	\$88.47	\$108.72	\$88.47	\$108.72	\$108.72
<sup>c</sup> Area 2													
Carpenter	\$39.39	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$67.11	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$39.57	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$67.29	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<sup>c</sup> Area 3 <sup>l</sup>													
Carpenter	\$39.39	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$67.11	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$39.57	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$67.29	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<sup>c</sup> Area 4 <sup>l</sup>													
Carpenter	\$37.85	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$65.57	\$77.40	\$93.96	\$77.40	\$93.96	\$93.96
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.02	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$65.74	\$77.63	\$94.26	\$77.63	\$94.26	\$94.26

Footnotes listed on page 34C

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

**DETERMINATION:** NC-23-31-1-2014-2A

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$46.11	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$73.83	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42

**DETERMINATION:** NC-23-31-1-2014-2B

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>j</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
<sup>c</sup> Area 1 Millwright	\$46.23	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$75.55	\$90.00	\$110.22	\$90.00	\$110.22	\$110.22
<sup>c</sup> Area 2 Millwright	\$42.25	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$71.57	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<sup>c</sup> Area 3 <sup>l</sup> Millwright	\$42.25	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$71.57	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<sup>c</sup> Area 4 <sup>l</sup> Millwright	\$40.71	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$70.03	\$82.75	\$100.56	\$82.75	\$100.56	\$100.56

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 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: MODULAR FURNITURE INSTALLER (CARPENTER)**

**DETERMINATION:** NC-23-31-15-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation/ Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>d</sup> 1 1/2X	Sunday/ Holiday 2X
<b><sup>a</sup> AREA 1</b>											
Master Installer	\$31.03	\$9.90	\$5.32	\$3.59	-	\$0.22	8	\$50.06	\$65.575	\$65.575	\$81.09
Lead Installer	26.81	9.90	5.32	3.59	-	0.22	8	45.84	59.245	59.245	72.65
Installer I	23.36	9.90	4.82	3.59	-	0.22	8	41.89	53.57	53.57	65.25
Installer II	19.93	9.90	4.82	3.59	-	0.22	8	38.46	48.425	48.425	58.39
<b><sup>a</sup> AREA 2</b>											
Master Installer	27.31	9.90	5.32	3.59	-	0.22	8	46.34	59.995	59.995	73.65
Lead Installer	23.68	9.90	5.32	3.59	-	0.22	8	42.71	54.55	54.55	66.39
Installer I	20.71	9.90	4.82	3.59	-	0.22	8	39.24	49.595	49.595	59.95
Installer II	17.76	9.90	4.82	3.59	-	0.22	8	36.29	45.17	45.17	54.05
<b><sup>a</sup> AREA 3</b>											
Master Installer	25.98	9.90	5.32	3.59	-	0.22	8	45.01	58.00	58.00	70.99
Lead Installer	22.56	9.90	5.32	3.59	-	0.22	8	41.59	52.87	52.87	64.15
Installer I	19.76	9.90	4.82	3.59	-	0.22	8	38.29	48.17	48.17	58.05
Installer II	16.99	9.90	4.82	3.59	-	0.22	8	35.52	44.015	44.015	52.51

<sup>a</sup>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.

<sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>c</sup> Includes an amount for Work Fee.

<sup>d</sup> 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.

All drapery installation shall be performed by employees at the Installer I level or above. Employers employing three (3) or more Drapery Installers at the Installer I level or above may employ one (1) Installer II. For each additional three (3) Installer I level or above Drapery Installers then in his/her employ, the employer may employ one (1) additional Installer II.

**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.

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: #DRYWALL INSTALLER/LATHER (CARPENTER)**

**DETERMINATION:** NC-31-X-16-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* 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.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>f</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
<b><sup>a</sup> Area 1</b>											
Drywall Installer/ Lather	\$40.35	\$11.20	<sup>g</sup> \$11.95	\$4.15	\$0.67	\$0.63	8	\$68.95	<sup>h</sup> \$89.125	<sup>h</sup> \$89.125	\$109.30
Stocker, Scrapper <sup>i</sup>	20.18	11.05	<sup>g</sup> 5.45	4.15	-	-	8	40.83	<sup>h</sup> 50.92	<sup>h</sup> 50.92	61.01
Stocker, Scrapper	20.18	11.05	1.10	4.15	-	-	8	36.48	<sup>h</sup> 46.57	<sup>h</sup> 46.57	56.66
<b><sup>b</sup> Area 2</b>											
Drywall Installer/ Lather	34.47	11.20	<sup>g</sup> 11.95	4.15	0.67	0.63	8	63.07	<sup>h</sup> 80.305	<sup>h</sup> 80.305	97.54
Stocker, Scrapper <sup>i</sup>	17.24	11.05	<sup>g</sup> 5.45	4.15	-	-	8	37.89	<sup>h</sup> 46.51	<sup>h</sup> 46.51	55.13
Stocker, Scrapper	17.24	11.05	1.10	4.15	-	-	8	33.54	<sup>h</sup> 42.16	<sup>h</sup> 42.16	50.78
<b><sup>c</sup> Area 3</b>											
Drywall Installer/ Lather	34.97	11.20	<sup>g</sup> 11.95	4.15	0.67	0.63	8	63.57	<sup>h</sup> 81.005	<sup>h</sup> 81.005	98.54
Stocker, Scrapper <sup>i</sup>	17.49	11.05	<sup>g</sup> 5.45	4.15	-	-	8	38.14	<sup>h</sup> 46.885	<sup>h</sup> 46.885	55.63
Stocker, Scrapper	17.49	11.05	1.10	4.15	-	-	8	33.79	<sup>h</sup> 42.535	<sup>h</sup> 42.535	51.28
<b><sup>d</sup> Area 4</b>											
Drywall Installer/ Lather	33.62	11.20	<sup>g</sup> 11.95	4.15	0.67	0.63	8	62.22	<sup>h</sup> 79.03	<sup>h</sup> 79.03	95.84
Stocker, Scrapper <sup>i</sup>	16.81	11.05	<sup>g</sup> 5.45	4.15	-	-	8	37.46	<sup>h</sup> 45.865	<sup>h</sup> 45.865	54.27
Stocker, Scrapper	16.81	11.05	1.10	4.15	-	-	8	33.11	<sup>h</sup> 41.515	<sup>h</sup> 41.515	49.92

#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>.

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

<sup>b</sup> Area 2 - Monterey, San Benito, and Santa Cruz Counties.

<sup>c</sup> Area 3 - El Dorado<sup>j</sup>, Placer<sup>j</sup>, Sacramento, San Joaquin, and Yolo Counties.

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

<sup>e</sup> Includes an amount for UBC health and safety fund for Drywall Installer/Lather only.

<sup>f</sup> Includes an amount for Work Fees

<sup>g</sup> Includes an amount for Annuity Trust Fund.

<sup>h</sup> 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.

<sup>i</sup> Employed by the same contractor for 2000 hours (consecutively or cumulatively).

<sup>j</sup> 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 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: # PILE DRIVER (CARPENTER)**

**DETERMINATION:** NC-23-31-11-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\*. 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily Rate 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
Pile Driver, Wharf, and Dock Builder	\$39.60 <sup>g</sup>	<sup>a</sup> 11.20	<sup>b</sup> 13.40	<sup>c</sup> 5.35	0.78	0.15	8	70.48	<sup>d</sup> 90.28	<sup>d</sup> 90.280	110.08
Diver (wet) up to 50 ft depth <sup>e, f</sup>	89.12	<sup>a</sup> 11.20	<sup>b</sup> 13.40	<sup>c</sup> 5.35	0.78	0.15	8	120.00	<sup>d</sup> 164.56	<sup>d</sup> 164.56	209.12
Diver's Tender <sup>e</sup>	43.56	<sup>a</sup> 11.20	<sup>b</sup> 13.40	<sup>c</sup> 5.35	0.78	0.15	8	74.44	<sup>d</sup> 96.22	<sup>d</sup> 96.22	118.00
Assistant Tender	39.60	<sup>a</sup> 11.20	<sup>b</sup> 13.40	<sup>c</sup> 5.35	0.78	0.15	8	70.48	<sup>d</sup> 90.28	<sup>d</sup> 90.28	110.08
Diver (stand-by)	44.56	<sup>a</sup> 11.20	<sup>b</sup> 13.40	<sup>c</sup> 5.35	0.78	0.15	8	75.44	<sup>d</sup> 97.72	<sup>d</sup> 97.72	120.00

**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/das/das.html>.

<sup>a</sup> Includes UBC Health & Safety Fund.

<sup>b</sup> 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.

<sup>c</sup> Includes an amount per hour for work fees.

<sup>d</sup> 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.

<sup>e</sup> Shall receive a minimum of 8 hours pay for any day or part thereof worked.

<sup>f</sup> For specific rates over 50 ft depth, contact the Office of the Director – Research Unit.

<sup>g</sup> 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 <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.

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-1-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** December 31, 2015\*\* 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, 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<sup>a</sup> of Kern, San Bernardino and San Luis Obispo are detailed below.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate			
		Health and Welfare	Pension <sup>e</sup>	Vacation/ Holiday	Training	Other Payments	Hours Total	Daily Hourly Rate	Saturday 1 1/2X <sup>d</sup>	Sunday and Holiday 1 1/2X <sup>d</sup>	
Mechanic	\$60.39	13.575	14.21	3.62	0.60	0.30	8	92.695	122.890	122.890	153.085 <sup>b</sup>
Mechanic (Employed in industry more than 5 years)	60.39	13.575	14.21	4.83	0.60	0.30	8	93.905	124.100	124.100	154.295 <sup>b</sup>
Helper <sup>c</sup>	42.27	13.575	14.21	2.54	0.60	0.30	8	73.495	94.630	94.630	115.765 <sup>b</sup>
Helper (Employed in industry more than 5 years)	42.27	13.575	14.21	3.38	0.60	0.30	8	74.335	95.470	95.470	116.605 <sup>b</sup>

#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>.

<sup>a</sup> Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Office of the Director - Research Unit.

<sup>b</sup> 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.

<sup>c</sup> 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 Office of the Director - Research Unit.

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

<sup>e</sup> 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 <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.

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: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)**

DETERMINATION: NC-23-63-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X			
	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Classification Group <sup>a</sup>														
Group 1	\$39.85	\$41.85	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.30	\$70.30	\$88.23	\$91.23	\$108.15	\$112.15
Group 2	\$38.32	\$40.32	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.77	\$68.77	\$85.93	\$88.93	\$105.09	\$109.09
Group 3	\$36.84	\$38.84	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.29	\$67.29	\$83.71	\$86.71	\$102.13	\$106.13
Group 4	\$35.46	\$37.46	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.91	\$65.91	\$81.64	\$84.64	\$99.37	\$103.37
Group 5	\$34.19	\$36.19	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.64	\$64.64	\$79.74	\$82.74	\$96.83	\$100.83
Group 6	\$32.87	\$34.87	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.32	\$63.32	\$77.76	\$80.76	\$94.19	\$98.19
Group 7	\$31.73	\$33.73	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.18	\$62.18	\$76.05	\$79.05	\$91.91	\$95.91
Group 8	\$30.59	\$32.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.04	\$61.04	\$74.34	\$77.34	\$89.63	\$93.63
Group 8-A	\$28.38	\$30.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$56.83	\$58.83	\$71.02	\$74.02	\$85.21	\$89.21
Group 1-A	\$40.73	\$42.73	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.18	\$71.18	\$89.55	\$92.55	\$109.91	\$113.91
Truck Crane Assistant to Engineer	\$33.76	\$35.76	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.21	\$64.21	\$79.09	\$82.09	\$95.97	\$99.97
Assistant to Engineer	\$31.47	\$33.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.92	\$61.92	\$75.66	\$78.66	\$91.39	\$95.39
Group 2-A	\$38.97	\$40.97	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.42	\$69.42	\$86.91	\$89.91	\$106.39	\$110.39
Truck Crane Assistant to Engineer	\$33.50	\$35.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.95	\$63.95	\$78.70	\$81.70	\$95.45	\$99.45
Assistant to Engineer	\$31.26	\$33.26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.71	\$61.71	\$75.34	\$78.34	\$90.97	\$94.97
Group 3-A	\$37.23	\$39.23	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.68	\$67.68	\$84.30	\$87.30	\$102.91	\$106.91
Truck Crane Assistant to Engineer	\$33.26	\$35.26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.71	\$63.71	\$78.34	\$81.34	\$94.97	\$98.97
Hydraulic	\$32.87	\$34.87	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.32	\$63.32	\$77.76	\$80.76	\$94.19	\$98.19
Assistant to Engineer	\$30.98	\$32.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.43	\$61.43	\$74.92	\$77.92	\$90.41	\$94.41
Group 4-A	\$34.19	\$36.19	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.64	\$64.64	\$79.74	\$82.74	\$96.83	\$100.83

# 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>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> 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.

<sup>c</sup> 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).

<sup>d</sup> 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.

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive shifts (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-23-63-1-2015-1**

**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  
Gradall  
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 ¾ 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  
Puli-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)  
Slip Form Paver (concrete)  
Small Tractor with Drag  
Soil Stabilizer (P&H or equal)  
Spider Plow and Spider Puller  
Timber Skidder  
Track Loader up to 4 yards  
Tractor Drawn Scraper  
Tractor, Compressor Drill Combination  
Tubex Pile Rig  
Unlicensed Construction Work Boat Operator, On Site  
Weider  
Woods-Mixer (and other similar Pugmill equipment)

**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 Burn, 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 Seal  
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  
Mixermobile  
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)

**DETERMINATION: NC-23-63-1-2015-1**

**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)

**GROUP 1-A**

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

**GROUP 3-A**

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

**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 corner 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,  
Thence 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 Northerly 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 corner 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 3S, Range 3E,  
Thence Southerly to the Southwest corner of Township 5S, Range 3E,  
Thence Easterly to the Southeast corner of Township 5S, Range 4E,  
Thence Northerly to the Northeast corner of Township 4S, Range 4E,  
Thence Westerly to the Southeast corner of Township 3S, Range 3E,  
Thence Northerly to the Northeast corner of Township 5N, Range 3E,  
Thence Easterly to the Southeast corner of Township 6N, Range 5E,  
Thence Northerly to the Northeast corner of Township 7N, Range 5E,  
Thence Westerly to the Southeast corner of Township 8N, Range 3E,  
Thence Northerly to the Northeast corner of Township 9N, Range 3E,  
Thence Westerly to the Southeast corner of Township 10N, Range 1E,  
Thence Northerly to the Northeast corner of Township 13N, Range 1E,  
Thence Westerly into the Pacific Ocean,  
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 16E,  
Thence Westerly to the Southeast corner of Township 13N, Range 15E,  
Thence Northerly to the Northeast corner of Township 13N, Range 15E,  
Thence Westerly to the Southeast corner of Township 14N, Range 14E,  
Thence Northerly to the Northeast corner of Township 16N, Range 14E,  
Thence Westerly to the Northwest corner of Township 16N, Range 12E,  
Thence Southerly to the Southwest corner of Township 16N, Range 12E,  
Thence Westerly to the Northwest corner of Township 15N, Range 11E,  
Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

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

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

DETERMINATION: NC-23-63-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments							Hours	Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>e</sup>	Training	Other Payments	Total Hourly Rate		Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$44.18	\$46.18	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$72.63	\$74.63	\$94.72	\$97.72	\$116.81	\$120.81
Group 2	\$42.45	\$44.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.90	\$72.90	\$92.13	\$95.13	\$113.35	\$117.35
Group 3	\$40.79	\$42.79	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.24	\$71.24	\$89.64	\$92.64	\$110.03	\$114.03
Group 4	\$39.23	\$41.23	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.68	\$69.68	\$87.30	\$90.30	\$106.91	\$110.91
Group 5	\$37.81	\$39.81	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.26	\$68.26	\$85.17	\$88.17	\$104.07	\$108.07
Group 6	\$36.31	\$38.31	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.76	\$66.76	\$82.92	\$85.92	\$101.07	\$105.07
Group 7	\$35.03	\$37.03	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.48	\$65.48	\$81.00	\$84.00	\$98.51	\$102.51
Group 8	\$33.76	\$35.76	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.21	\$64.21	\$79.09	\$82.09	\$95.97	\$99.97
Group 8-A	\$31.25	\$33.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.70	\$61.70	\$75.33	\$78.33	\$90.95	\$94.95
Group 1-A	\$45.16	\$47.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$73.61	\$75.61	\$96.19	\$99.19	\$118.77	\$122.77
Truck Crane Assistant to Engineer	\$37.33	\$39.33	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.78	\$67.78	\$84.45	\$87.45	\$103.11	\$107.11
Assistant to Engineer	\$34.74	\$36.74	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.19	\$65.19	\$80.56	\$83.56	\$97.93	\$101.93
Group 2-A	\$43.17	\$45.17	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.62	\$73.62	\$93.21	\$96.21	\$114.79	\$118.79
Truck Crane Assistant to Engineer	\$37.04	\$39.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.49	\$67.49	\$84.01	\$87.01	\$102.53	\$106.53
Assistant to Engineer	\$34.51	\$36.51	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.96	\$64.96	\$80.22	\$83.22	\$97.47	\$101.47
Group 3-A	\$41.21	\$43.21	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.66	\$71.66	\$90.27	\$93.27	\$110.87	\$114.87
Truck Crane Assistant to Engineer	\$36.77	\$38.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.22	\$67.22	\$83.61	\$86.61	\$101.99	\$105.99
Hydraulic	\$36.31	\$38.31	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.76	\$66.76	\$82.92	\$85.92	\$101.07	\$105.07
Assistant to Engineer	\$34.20	\$36.20	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.65	\$64.65	\$79.75	\$82.75	\$96.85	\$100.85
Group 4-A	\$37.81	\$39.81	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.26	\$68.26	\$85.17	\$88.17	\$104.07	\$108.07

# 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>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> 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.

<sup>c</sup> 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).

<sup>d</sup> 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.

<sup>e</sup> 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.

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: # OPERATING ENGINEER (BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2015-1A

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Hours <sup>f</sup>	Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>g</sup>	Training	Other Payments		Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$38.43	\$40.43	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.88	\$68.88	\$86.10	\$89.10	\$105.31	\$109.31
Group 2	\$36.98	\$38.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.43	\$67.43	\$83.92	\$86.92	\$102.41	\$106.41
Group 3	\$35.58	\$37.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.03	\$66.03	\$81.82	\$84.82	\$99.61	\$103.61
Group 4	\$34.25	\$36.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.70	\$64.70	\$79.83	\$82.83	\$96.95	\$100.95
Group 5	\$33.04	\$35.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.49	\$63.49	\$78.01	\$81.01	\$94.53	\$98.53
Group 6	\$31.77	\$33.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.22	\$62.22	\$76.11	\$79.11	\$91.99	\$95.99
Group 7	\$30.68	\$32.68	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.13	\$61.13	\$74.47	\$77.47	\$89.81	\$93.81
Group 8	\$29.60	\$31.60	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.05	\$60.05	\$72.85	\$75.85	\$87.65	\$91.65
Group 8-A	\$27.48	\$29.48	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$55.93	\$57.93	\$69.67	\$72.67	\$83.41	\$87.41
Group 1-A	\$39.28	\$41.28	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.73	\$69.73	\$87.37	\$90.37	\$107.01	\$111.01
Truck Crane Assistant to Engineer	\$32.62	\$34.62	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.07	\$63.07	\$77.38	\$80.38	\$93.69	\$97.69
Assistant to Engineer	\$30.45	\$32.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.90	\$60.90	\$74.13	\$77.13	\$89.35	\$93.35
Group 2-A	\$37.59	\$39.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.04	\$68.04	\$84.84	\$87.84	\$103.63	\$107.63
Truck Crane Assistant to Engineer	\$32.38	\$34.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.83	\$62.83	\$77.02	\$80.02	\$93.21	\$97.21
Assistant to Engineer	\$30.23	\$32.23	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.68	\$60.68	\$73.80	\$76.80	\$88.91	\$92.91
Group 3-A	\$35.95	\$37.95	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.40	\$66.40	\$82.38	\$85.38	\$100.35	\$104.35
Truck Crane Assistant to Engineer	\$32.14	\$34.14	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.59	\$62.59	\$76.66	\$79.66	\$92.73	\$96.73
Hydraulic	\$31.77	\$33.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.22	\$62.22	\$76.11	\$79.11	\$91.99	\$95.99
Assistant to Engineer	\$29.98	\$31.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.43	\$60.43	\$73.42	\$76.42	\$88.41	\$92.41
Group 4-A	\$33.04	\$35.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.49	\$63.49	\$78.01	\$81.01	\$94.53	\$98.53

# 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>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> 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.

<sup>c</sup> 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).

<sup>d</sup> 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.

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> 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/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.

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

DETERMINATION: NC-23-63-1-2015-1A

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$42.58	\$44.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.03	\$73.03	\$92.32	\$95.32	\$113.61	\$117.61
Group 2	\$40.94	\$42.94	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.39	\$71.39	\$89.86	\$92.86	\$110.33	\$114.33
Group 3	\$39.38	\$41.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.83	\$69.83	\$87.52	\$90.52	\$107.21	\$111.21
Group 4	\$37.86	\$39.86	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.31	\$68.31	\$85.24	\$88.24	\$104.17	\$108.17
Group 5	\$36.51	\$38.51	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.96	\$66.96	\$83.22	\$86.22	\$101.47	\$105.47
Group 6	\$35.07	\$37.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.52	\$65.52	\$81.06	\$84.06	\$98.59	\$102.59
Group 7	\$33.86	\$35.86	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.31	\$64.31	\$79.24	\$82.24	\$96.17	\$100.17
Group 8	\$32.65	\$34.65	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.10	\$63.10	\$77.43	\$80.43	\$93.75	\$97.75
Group 8-A	\$30.26	\$32.26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.71	\$60.71	\$73.84	\$76.84	\$88.97	\$92.97
Group 1-A	\$43.54	\$45.54	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.99	\$73.99	\$93.76	\$96.76	\$115.53	\$119.53
Truck Crane Assistant to Engineer	\$36.05	\$38.05	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.50	\$66.50	\$82.53	\$85.53	\$100.55	\$104.55
Assistant to Engineer	\$33.59	\$35.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.04	\$64.04	\$78.84	\$81.84	\$95.63	\$99.63
Group 2-A	\$41.63	\$43.63	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.08	\$72.08	\$90.90	\$93.90	\$111.71	\$115.71
Truck Crane Assistant to Engineer	\$35.78	\$37.78	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.23	\$66.23	\$82.12	\$85.12	\$100.01	\$104.01
Assistant to Engineer	\$33.35	\$35.35	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.80	\$63.80	\$78.48	\$81.48	\$95.15	\$99.15
Group 3-A	\$39.77	\$41.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.22	\$70.22	\$88.11	\$91.11	\$107.99	\$111.99
Truck Crane Assistant to Engineer	\$35.51	\$37.51	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.96	\$65.96	\$81.72	\$84.72	\$99.47	\$103.47
Hydraulic	\$35.07	\$37.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.52	\$65.52	\$81.06	\$84.06	\$98.59	\$102.59
Assistant to Engineer	\$33.07	\$35.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.52	\$63.52	\$78.06	\$81.06	\$94.59	\$98.59
Group 4-A	\$36.51	\$38.51	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.96	\$66.96	\$83.22	\$86.22	\$101.47	\$105.47

# 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>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> 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.

<sup>c</sup> 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).

<sup>d</sup> 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.

<sup>e</sup> 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.

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>c</sup>

DETERMINATION: NC-23-63-1-2015-1D

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours <sup>a</sup>	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>a,b</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$41.70	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.15	\$91.00	\$91.00	\$111.85
Truck Crane Assistant to Engineer	\$34.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.83	\$80.02	\$80.02	\$97.21
Assistant to Engineer	\$32.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.60	\$76.68	\$76.68	\$92.75
Group 2	\$39.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.38	\$88.35	\$88.35	\$108.31
Truck Crane Assistant to Engineer	\$34.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.61	\$79.69	\$79.69	\$96.77
Assistant to Engineer	\$31.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.33	\$76.27	\$76.27	\$92.21
Group 3	\$38.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.90	\$86.13	\$86.13	\$105.35
Truck Crane Assistant to Engineer	\$33.89	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.34	\$79.29	\$79.29	\$96.23
Hydraulic Assistant to Engineer	\$33.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.95	\$78.70	\$78.70	\$95.45
Assistant to Engineer	\$31.66	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.11	\$75.94	\$75.94	\$91.77
Group 4	\$36.43	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.88	\$83.10	\$83.10	\$101.31
Group 5	\$35.13	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.58	\$81.15	\$81.15	\$98.71

# 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>.

<sup>a</sup> 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.

<sup>b</sup> 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.

<sup>c</sup> For Building Construction, see page 40B

<sup>d</sup> Includes an amount for supplemental dues.

<sup>e</sup> 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.

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>c</sup>  
(SPECIAL SINGLE AND SECOND SHIFT)**

DETERMINATION: NC-23-63-1-2015-1D

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>a,b</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$46.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$74.70	\$97.83	\$97.83	\$120.95
Truck Crane Assistant to Engineer	\$38.02	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.47	\$85.48	\$85.48	\$104.49
Assistant to Engineer	\$35.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.95	\$81.70	\$81.70	\$99.45
Group 2	\$44.27	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$72.72	\$94.86	\$94.86	\$116.99
Truck Crane Assistant to Engineer	\$37.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.22	\$85.11	\$85.11	\$103.99
Assistant to Engineer	\$35.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.67	\$81.28	\$81.28	\$98.89
Group 3	\$42.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.04	\$92.34	\$92.34	\$113.63
Truck Crane Assistant to Engineer	\$37.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.92	\$84.66	\$84.66	\$103.39
Hydraulic Assistant to Engineer	\$37.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.49	\$84.01	\$84.01	\$102.53
Assistant to Engineer	\$34.96	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.41	\$80.89	\$80.89	\$98.37
Group 4	\$40.33	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.78	\$88.95	\$88.95	\$109.11
Group 5	\$38.86	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.31	\$86.74	\$86.74	\$106.17

<sup>#</sup> 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>.

<sup>a</sup> 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.

<sup>b</sup> 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.

<sup>c</sup> For Building Construction, see page 40B

<sup>d</sup> Includes an amount for supplemental dues.

**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

**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.

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 LANDSCAPE CONSTRUCTION PROJECTS

**CRAFT: # OPERATING ENGINEER**

**DETERMINATION:** NC-63-3-75-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments						Straight-Time		Overtime Hourly Rate						
		Health and Welfare	Pension and Holiday <sup>d</sup>	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>e</sup> 1 1/2X	Sunday and Holiday 2X					
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>					Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>		
Group I	\$30.23	32.23	13.03	9.69	3.57	0.66	0.88	8	58.06	60.06	73.175	76.175	73.175	76.175	88.29	92.29
Group II	26.63	28.63	13.03	9.69	3.57	0.66	0.88	8	54.46	56.46	67.775	70.775	67.775	70.775	81.09	85.09
Group III	22.02	24.02	13.03	9.69	3.57	0.66	0.88	8	49.85	51.85	60.86	63.86	60.86	63.86	71.87	75.87
Group IV	19.31	21.31	13.03	9.69	3.57	0.66	0.88	8	47.14	49.14	56.795	59.795	56.795	59.795	66.45	70.45

# 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>.

<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> **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.

<sup>c</sup> **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).

<sup>d</sup> Includes an amount for Supplemental Dues.

<sup>e</sup> 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.

**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

**Group IV**

- Assistant Landscape Utility Operator

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 LANDSCAPE CONSTRUCTION PROJECTS

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

**DETERMINATION:** NC-63-3-75-2015-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate							
		Health and Welfare	Pension and Holiday <sup>d</sup>	Vacation	Training	Other Payments	Hours	Total Hourly Rate	Daily	Saturday <sup>e</sup>	Sunday & Holiday 2X					
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group I	\$33.64	35.64	13.03	9.69	3.57	0.66	0.88	8	61.47	63.47	78.29	81.29	78.29	81.29	95.11	99.11
Group II	29.59	31.59	13.03	9.69	3.57	0.66	0.88	8	57.42	59.42	72.215	75.215	72.215	75.215	87.01	91.01
Group III	24.40	26.40	13.03	9.69	3.57	0.66	0.88	8	52.23	54.23	64.43	67.43	64.43	67.43	76.63	80.63
Group IV	21.50	23.50	13.03	9.69	3.57	0.66	0.88	8	49.33	51.33	60.08	63.08	60.08	63.08	70.83	74.83

# 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>.

<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> **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.

<sup>c</sup> **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).

<sup>d</sup> Includes an amount for Supplemental Dues.

<sup>e</sup> 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.

**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

**Group IV**

- Assistant Landscape Utility Operator

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: # DREDGER OPERATING ENGINEER**

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

**DETERMINATION:** NC-63-3-12-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\*. 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.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate							
	Basic Hourly Rate	Health and Welfare	Pension <sup>c</sup>	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>e</sup> 1 1/2X	Saturday <sup>f</sup> 1 1/2X	Sunday and Holiday 2X						
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>		Area 2 <sup>c</sup>					Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
First Shift																	
Group 1	\$41.02	43.02	13.03	11.66	4.68	0.08	0.23	8	70.70	72.70	91.210	94.210	91.210	94.210	111.72	115.72	
Group 2	36.06	38.06	13.03	11.66	4.68	0.08	0.23	8	65.74	67.74	83.770	86.770	83.770	86.770	101.80	105.80	
Group 3	34.94	36.94	13.03	11.66	4.68	0.08	0.23	8	64.62	66.62	82.090	85.090	82.090	85.090	99.56	103.56	
Group 4	31.64	33.64	13.03	11.66	4.68	0.08	0.23	8	61.32	63.32	77.140	80.140	77.140	80.140	92.96	96.96	
Special Single & Second Shift	Area 1 <sup>b</sup>		Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$45.33	47.33	13.03	11.66	4.68	0.08	0.23	8	75.01	77.01	97.675	100.675	97.675	100.675	120.34	124.34	
Group 2	39.75	41.75	13.03	11.66	4.68	0.08	0.23	8	69.43	71.43	89.305	92.305	89.305	92.305	109.18	113.18	
Group 3	38.49	40.49	13.03	11.66	4.68	0.08	0.23	8	68.17	70.17	87.415	90.415	87.415	90.415	106.66	110.66	
Group 4	34.78	36.78	13.03	11.66	4.68	0.08	0.23	8	64.46	66.46	81.850	84.850	81.850	84.850	99.24	103.24	

# 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>.

<sup>a</sup> For classifications within each group, see below.

<sup>b</sup> **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.

<sup>c</sup> **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, Trinity, Tulare, and Tuolumne counties (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Includes an amount for Supplemental Dues.

<sup>e</sup> Includes an amount for Annuity Trust Fund.

<sup>f</sup> 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.

<sup>g</sup> 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**

Chief Engineer  
Day Mate (Captain)  
Leverman/Operator

**GROUP 3**

Booster Pump Operator  
Deck Engineer  
Deck Mate  
Dredge Tender  
Watch Engineer  
Welder  
Winch Man

**GROUP 4**

Bargeman  
Deckhand  
Fireman  
Leveehand  
Oiler

**GROUP 2**

Dredge Dozer  
HDR/Welder

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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: TRAFFIC CONTROL/LANE CLOSURE (LABORER) <sup>h</sup>**  
**AND**  
**# PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

**DETERMINATION:** NC-23-102-13-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare <sup>e</sup>	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>f</sup>	Saturday <sup>e,f</sup>	Sunday And Holiday <sup>g</sup>

**TRAFFIC CONTROL AND RELATED CLASSIFICATIONS**

**AREA 1 <sup>d</sup>**

Traffic Control Person I	28.44	6.84	10.10	2.63	0.41	0.22	8	48.64	62.86	62.86	77.08
Traffic Control Person II	25.94	6.84	10.10	2.63	0.41	0.22	8	46.14	59.11	59.11	72.08
Flag Person	28.14	6.84	10.10	2.63	0.41	0.22	8	48.34	62.41	62.41	76.48

**AREA 2 <sup>d</sup>**

Traffic Control Person I	27.44	6.84	10.10	2.63	0.41	0.22	8	47.64	61.36	61.36	75.08
Traffic Control Person II	24.94	6.84	10.10	2.63	0.41	0.22	8	45.14	57.61	57.61	70.08
Flag Person	27.14	6.84	10.10	2.63	0.41	0.22	8	47.34	60.91	60.91	74.48

**DETERMINATION:** NC-23-102-13-2015-1A

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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 Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

**STRIPER AND RELATED CLASSIFICATIONS**

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health <sup>d</sup> and Welfare	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>f</sup>	Saturday <sup>e,f</sup>	Sunday and Holiday <sup>g</sup>

Group 1	31.85	6.84	9.14	2.48	0.39	0.19	8	50.89	66.815	66.815	82.74
Group 2	30.35	6.84	9.14	2.48	0.39	0.19	8	49.39	64.565	64.565	79.74
Group 3	28.60	6.84	9.14	2.48	0.39	0.19	8	47.64	61.94	61.94	76.24
Group 4	26.50	6.84	9.14	2.48	0.39	0.19	8	45.54	58.79	58.79	72.04

**Group 1**

Traffic Striping Applicator

**Group 2**

Traffic Delineating Device Applicator  
Traffic Protective System Installer  
Pavement Markings Applicator  
Decorative Asphalt Surfacing Applicator

**Group 3**

Traffic Surface Abrasive Blaster  
Pot Tender

**Group 4**

Parking Lots, Game Courts & Playground  
Striping Applicator  
Decorative Asphalt Surfacing Laborer

Footnotes are listed on page 44A

**Determination:** NC-23-102-13-2015-1 and NC-23-102-13-2015-1A

- # 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 or scheduled sixth (6<sup>th</sup>) consecutive work day in the same work week may be worked at straight-time if the 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.
- 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 Includes an amount for Retiree Health & Welfare
- f One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.
- g Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.
- h 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.

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: LIGHT FIXTURE MAINTENANCE**

**DETERMINATION:** NC-61-X-6-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* 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.

Classification (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	6 <sup>th</sup> & 7 <sup>th</sup> Workday 1 1/2X	Holiday 2X
Fixture Washer: Start	\$ 18.58	\$9.25	\$.56	\$.64	--	8	\$29.03	\$38.600	\$38.600	\$48.170
3 – 6 Months	20.45	9.25	.61	.71	--	8	31.02	41.550	41.550	52.080
6 Months or More	21.66	9.25	.65	.75	--	8	32.31	43.465	43.465	54.620
<b>Serviceman</b>										
0 – 12 Months	23.79	9.25	.71	.82	--	8	34.57	46.820	46.820	59.070
12 Months or More	25.19	9.25	.76	.87	--	8	36.07	49.045	49.045	62.020

<sup>a</sup> 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 <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.

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>c</sup>**

**DETERMINATION:** NC-23-63-1-2015-1D

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours <sup>e</sup>	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>a,b</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$41.70	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.15	\$91.00	\$91.00	\$111.85
Truck Crane Assistant to Engineer	\$34.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.83	\$80.02	\$80.02	\$97.21
Assistant to Engineer	\$32.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.60	\$76.68	\$76.68	\$92.75
Group 2	\$39.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.38	\$88.35	\$88.35	\$108.31
Truck Crane Assistant to Engineer	\$34.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.61	\$79.69	\$79.69	\$96.77
Assistant to Engineer	\$31.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.33	\$76.27	\$76.27	\$92.21
Group 3	\$38.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.90	\$86.13	\$86.13	\$105.35
Truck Crane Assistant to Engineer	\$33.89	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.34	\$79.29	\$79.29	\$96.23
Hydraulic	\$33.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.95	\$78.70	\$78.70	\$95.45
Assistant to Engineer	\$31.66	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.11	\$75.94	\$75.94	\$91.77
Group 4	\$36.43	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.88	\$83.10	\$83.10	\$101.31
Group 5	\$35.13	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.58	\$81.15	\$81.15	\$98.71

# 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>.

<sup>a</sup> 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.

<sup>b</sup> 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.

<sup>c</sup> For Building Construction, see page 40B

<sup>d</sup> Includes an amount for supplemental dues.

<sup>e</sup> 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.

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>o</sup>  
(SPECIAL SINGLE AND SECOND SHIFT)**

DETERMINATION: NC-23-63-1-2015-1D

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>a&amp;b</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$46.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$74.70	\$97.83	\$97.83	\$120.95
Truck Crane Assistant to Engineer	\$38.02	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.47	\$85.48	\$85.48	\$104.49
Assistant to Engineer	\$35.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.95	\$81.70	\$81.70	\$99.45
Group 2	\$44.27	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$72.72	\$94.86	\$94.86	\$116.99
Truck Crane Assistant to Engineer	\$37.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.22	\$85.11	\$85.11	\$103.99
Assistant to Engineer	\$35.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.67	\$81.28	\$81.28	\$98.89
Group 3	\$42.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.04	\$92.34	\$92.34	\$113.63
Truck Crane Assistant to Engineer	\$37.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.92	\$84.66	\$84.66	\$103.39
Hydraulic	\$37.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.49	\$84.01	\$84.01	\$102.53
Assistant to Engineer	\$34.96	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.41	\$80.89	\$80.89	\$98.37
Group 4	\$40.33	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.78	\$88.95	\$88.95	\$109.11
Group 5	\$38.86	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.31	\$86.74	\$86.74	\$106.17

# 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>.

<sup>a</sup> 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.

<sup>b</sup> 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.

<sup>o</sup> For Building Construction, see page 40B

<sup>d</sup> Includes an amount for supplemental dues.

**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

**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.

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: LIGHT FIXTURE MAINTENANCE**

**DETERMINATION:** NC-61-X-6-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* 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.

Classification (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	6 <sup>th</sup> & 7 <sup>th</sup> Workday 1 1/2X	Holiday 2X
Fixture Washer: Start	\$ 18.58	\$9.25	\$.56	\$.64	--	8	\$29.03	\$38.600	\$38.600	\$48.170
3 – 6 Months	20.45	9.25	.61	.71	--	8	31.02	41.550	41.550	52.080
6 Months or More	21.66	9.25	.65	.75	--	8	32.31	43.465	43.465	54.620
<b>Serviceman</b>										
0 – 12 Months	23.79	9.25	.71	.82	--	8	34.57	46.820	46.820	59.070
12 Months or More	25.19	9.25	.76	.87	--	8	36.07	49.045	49.045	62.020

<sup>a</sup> 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 <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.

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: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2015-1B

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily <sup>e</sup> 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$41.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.52	\$90.06	\$90.06	\$110.59
Truck Crane Assistant to Engineer	\$34.09	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.54	\$79.59	\$79.59	\$96.63
Assistant to Engineer	\$31.81	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.26	\$76.17	\$76.17	\$92.07
Group 2	\$39.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.70	\$87.33	\$87.33	\$106.95
Truck Crane Assistant to Engineer	\$33.84	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.29	\$79.21	\$79.21	\$96.13
Assistant to Engineer	\$31.54	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.99	\$75.76	\$75.76	\$91.53
Group 3	\$37.57	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.02	\$84.81	\$84.81	\$103.59
Truck Crane Assistant to Engineer	\$33.55	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.00	\$78.78	\$78.78	\$95.55
Assistant to Engineer	\$31.32	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.77	\$75.43	\$75.43	\$91.09
Group 4	\$35.80	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.25	\$82.15	\$82.15	\$100.05
Group 6	\$33.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.61	\$78.19	\$78.19	\$94.77
Group 8	\$30.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.38	\$74.85	\$74.85	\$90.31

# 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>.

<sup>a</sup> 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.

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

<sup>d</sup> 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**

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.

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: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)  
(SPECIAL SINGLE AND SECOND SHIFT)**

DETERMINATION: NC-23-63-1-2015-1B

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily <sup>c</sup> 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$45.54	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$73.99	\$96.76	\$96.76	\$119.53
Truck Crane Assistant to Engineer	\$37.69	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.14	\$84.99	\$84.99	\$103.83
Assistant to Engineer	\$35.12	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.57	\$81.13	\$81.13	\$98.69
Group 2	\$43.49	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.94	\$93.69	\$93.69	\$115.43
Truck Crane Assistant to Engineer	\$37.42	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.87	\$84.58	\$84.58	\$103.29
Assistant to Engineer	\$34.82	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.27	\$80.68	\$80.68	\$98.09
Group 3	\$41.61	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.06	\$90.87	\$90.87	\$111.67
Truck Crane Assistant to Engineer	\$37.09	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.54	\$84.09	\$84.09	\$102.63
Assistant to Engineer	\$34.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.03	\$80.32	\$80.32	\$97.61
Group 4	\$39.61	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.06	\$87.87	\$87.87	\$107.67
Group 6	\$36.64	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.09	\$83.41	\$83.41	\$101.73
Group 8	\$34.14	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.59	\$79.66	\$79.66	\$96.73

# 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>.

<sup>a</sup> 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.

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> 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**

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

**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.

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: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)**

DETERMINATION: NC-23-63-1-2015-1B1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification <sup>b</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$39.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.04	\$87.84	\$87.84	\$107.63
Truck Crane Assistant to Engineer	\$32.94	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.39	\$77.86	\$77.86	\$94.33
Assistant to Engineer	\$30.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.22	\$74.61	\$74.61	\$89.99
Group 2	\$37.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.33	\$85.27	\$85.27	\$104.21
Truck Crane Assistant to Engineer	\$32.71	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.16	\$77.52	\$77.52	\$93.87
Assistant to Engineer	\$30.52	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.97	\$74.23	\$74.23	\$89.49
Group 3	\$36.27	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.72	\$82.86	\$82.86	\$100.99
Truck Crane Assistant to Engineer	\$32.44	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.89	\$77.11	\$77.11	\$93.33
Assistant to Engineer	\$30.29	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.74	\$73.89	\$73.89	\$89.03
Group 4	\$34.57	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.02	\$80.31	\$80.31	\$97.59
Group 6	\$32.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.52	\$76.56	\$76.56	\$92.59
Group 8	\$29.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.38	\$73.35	\$73.35	\$88.31

# 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>.

<sup>a</sup> 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.

<sup>b</sup> For classifications within each group, see page 47.

<sup>c</sup> Includes an amount for supplemental dues.

<sup>d</sup> 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.

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: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)**

DETERMINATION: NC-23-63-1-2015-1B1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification <sup>p</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>e</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday 2X
Group 1	\$43.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$72.33	\$94.27	\$94.27	\$116.21
Truck Crane Assistant to Engineer	\$36.40	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.85	\$83.05	\$83.05	\$101.25
Assistant to Engineer	\$33.96	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.41	\$79.39	\$79.39	\$96.37
Group 2	\$41.94	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.39	\$91.36	\$91.36	\$112.33
Truck Crane Assistant to Engineer	\$36.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.60	\$82.68	\$82.68	\$100.75
Assistant to Engineer	\$33.68	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.13	\$78.97	\$78.97	\$95.81
Group 3	\$40.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.60	\$88.68	\$88.68	\$108.75
Truck Crane Assistant to Engineer	\$35.84	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.29	\$82.21	\$82.21	\$100.13
Assistant to Engineer	\$33.41	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.86	\$78.57	\$78.57	\$95.27
Group 4	\$38.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.67	\$85.78	\$85.78	\$104.89
Group 6	\$35.41	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.86	\$81.57	\$81.57	\$99.27
Group 8	\$33.02	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.47	\$77.98	\$77.98	\$94.49

# 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>.

<sup>a</sup> 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.

<sup>b</sup> For classifications within each group, see page 47.

<sup>c</sup> 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.

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

DETERMINATION: NC-23-102-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 28, 2015\*\* 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.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>b</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	29.09	6.84	10.10	2.63	0.41	0.22	8	49.29	63.835	63.835	78.38
Group 1; Group 1(B) <sup>e</sup>	28.39	6.84	10.10	2.63	0.41	0.22	8	48.59	62.785	62.785	76.98
Group 1 (A)	28.61	6.84	10.10	2.63	0.41	0.22	8	48.81	63.115	63.115	77.42
Group 1 (C)	28.44	6.84	10.10	2.63	0.41	0.22	8	48.64	62.86	62.86	77.08
Group 1 (E)	28.94	6.84	10.10	2.63	0.41	0.22	8	49.14	63.61	63.61	78.08
Group 1 (F-1)	28.97	6.84	10.10	2.63	0.41	0.22	8	49.17	63.655	63.655	78.14
Group 1 (F-2)	27.99	6.84	10.10	2.63	0.41	0.22	8	48.19	62.185	62.185	76.18
Group 1 (G)	28.59	6.84	10.10	2.63	0.41	0.22	8	48.79	63.085	63.085	77.38
Group 2	28.24	6.84	10.10	2.63	0.41	0.22	8	48.44	62.56	62.56	76.68
Group 3; Group 3(A)	28.14	6.84	10.10	2.63	0.41	0.22	8	48.34	62.41	62.41	76.48
Group 4; Group 6(B)	21.83	6.84	10.10	2.63	0.41	0.22	8	42.03	52.945 <sup>d</sup>	52.945 <sup>d</sup>	63.86 <sup>d</sup>
Group 6	29.35	6.84	10.10	2.63	0.41	0.22	8	49.55	64.225	64.225	78.90
Group 6 (A)	28.85	6.84	10.10	2.63	0.41	0.22	8	49.05	63.475	63.475	77.90
Group 6 (C)	28.26	6.84	10.10	2.63	0.41	0.22	8	48.46	62.59	62.59	76.72
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	19.70	6.84	10.10	2.63	0.41	0.22	8	39.90	49.75	49.75	59.60
Stage 2 (2 <sup>nd</sup> 6 months)	22.51	6.84	10.10	2.63	0.41	0.22	8	42.71	53.965	53.965	65.22
Stage 3 (3 <sup>rd</sup> 6 months)	25.33	6.84	10.10	2.63	0.41	0.22	8	45.53	58.195	58.195	70.86
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	28.09	6.84	10.10	2.63	0.41	0.22	8	48.29	62.335	62.335	76.38
Group 1; Group 1(B) <sup>e</sup>	27.39	6.84	10.10	2.63	0.41	0.22	8	47.59	61.285	61.285	74.98
Group 1 (A)	27.61	6.84	10.10	2.63	0.41	0.22	8	47.81	61.615	61.615	75.42
Group 1 (C)	27.44	6.84	10.10	2.63	0.41	0.22	8	47.64	61.36	61.36	75.08
Group 1 (E)	27.94	6.84	10.10	2.63	0.41	0.22	8	48.14	62.11	62.11	76.08
Group 1 (F-1)	27.97	6.84	10.10	2.63	0.41	0.22	8	48.17	62.155	62.155	76.14
Group 1 (F-2)	26.99	6.84	10.10	2.63	0.41	0.22	8	47.19	60.685	60.685	74.18
Group 2	27.24	6.84	10.10	2.63	0.41	0.22	8	47.44	61.06	61.06	74.68
Group 3; Group 3(A)	27.14	6.84	10.10	2.63	0.41	0.22	8	47.34	60.91	60.91	74.48
Group 4; Group 6(B)	20.83	6.84	10.10	2.63	0.41	0.22	8	41.03	51.445 <sup>d</sup>	51.445 <sup>d</sup>	61.86 <sup>d</sup>
Group 6	28.35	6.84	10.10	2.63	0.41	0.22	8	48.55	62.725	62.725	76.90
Group 6 (A)	27.85	6.84	10.10	2.63	0.41	0.22	8	48.05	61.975	61.975	75.90
Group 6 (C)	27.26	6.84	10.10	2.63	0.41	0.22	8	47.46	61.09	61.09	74.72
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	19.00	6.84	10.10	2.63	0.41	0.22	8	39.20	48.70	48.70	58.20
Stage 2 (2 <sup>nd</sup> 6 months)	21.71	6.84	10.10	2.63	0.41	0.22	8	41.91	52.765	52.765	63.62
Stage 3 (3 <sup>rd</sup> 6 months)	24.43	6.84	10.10	2.63	0.41	0.22	8	44.63	56.845	56.845	69.06

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/PWAPPWAGESTART.ASP](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](http://www.dir.ca.gov/DAS/DAS.HTML)

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 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).

b 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.

c 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.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

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 PAY AT THE NON-SHIFT WAGE RATE.

g 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 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 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](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](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-23-102-1-2015-1 and NC-23-102-1-2015-1A

**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINS AW  
CONCRETE DIAMOND CHAINS AW  
LASER BEAM 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 DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
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 HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND ¼ YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
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  
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 VOIDS  
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  
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2  
RAM SET GUN AND STUD GUN  
RIPRAP-STONEPAVER AND ROCK-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  
SIGNALING 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

**GROUP 1 (A)**

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  
TREE TOPPER  
BIT GRINDER

**GROUP 1 (B) -- 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.

**GROUP 1 (C)**

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 1 (E)**

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

**GROUP 1 (F-2)**

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

**GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS 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  
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  
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 PAVEMENT MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
WHEELBARROW, INCLUDING POWER DRIVEN

**GROUP 3 (A) -- SEE GROUP 3 RATES**

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

**GROUP 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 OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**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.

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6 (B) -- SEE GROUP 4 RATES**

GUNITE 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 TRAINEE RECEIVES THE JOURNEYMAN SCALE.).  
**NOTE:** THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 6 (C)**

REBOUNDMAN

**GROUP 7**

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.

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-23-102-1-2015-1A

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 28, 2015\*\* 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.

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>f</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	32.09	6.84	10.10	2.63	0.41	0.22	8	52.29	68.335	68.335	84.38
Group 1; Group 1(B) <sup>e</sup>	31.39	6.84	10.10	2.63	0.41	0.22	8	51.59	67.285	67.285	82.98
Group 1 (A)	31.61	6.84	10.10	2.63	0.41	0.22	8	51.81	67.615	67.615	83.42
Group 1 (C)	31.44	6.84	10.10	2.63	0.41	0.22	8	51.64	67.36	67.36	83.08
Group 1 (E)	31.94	6.84	10.10	2.63	0.41	0.22	8	52.14	68.11	68.11	84.08
Group 1 (F-1)	31.97	6.84	10.10	2.63	0.41	0.22	8	52.17	68.155	68.155	84.14
Group 1 (F-2)	30.99	6.84	10.10	2.63	0.41	0.22	8	51.19	66.685	66.685	82.18
Group 1 (G)	31.59	6.84	10.10	2.63	0.41	0.22	8	51.79	67.585	67.585	83.38
Group 2	31.24	6.84	10.10	2.63	0.41	0.22	8	51.44	67.06	67.06	82.68
Group 3; Group 3(A)	31.14	6.84	10.10	2.63	0.41	0.22	8	51.34	66.91	66.91	82.48
Group 4; Group 6(B)	24.83	6.84	10.10	2.63	0.41	0.22	8	45.03	57.445 <sup>d</sup>	57.445 <sup>d</sup>	69.86 <sup>d</sup>
Group 6	32.35	6.84	10.10	2.63	0.41	0.22	8	52.55	68.725	68.725	84.90
Group 6 (A)	31.85	6.84	10.10	2.63	0.41	0.22	8	52.05	67.975	67.975	83.90
Group 6 (C)	31.26	6.84	10.10	2.63	0.41	0.22	8	51.46	67.09	67.09	82.72
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	22.70	6.84	10.10	2.63	0.41	0.22	8	42.90	54.25	54.25	65.60
Stage 2 (2 <sup>nd</sup> 6 months)	25.51	6.84	10.10	2.63	0.41	0.22	8	45.71	58.465	58.465	71.22
Stage 3 (3 <sup>rd</sup> 6 months)	28.33	6.84	10.10	2.63	0.41	0.22	8	48.53	62.695	62.695	76.86
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	30.94	6.84	10.10	2.63	0.41	0.22	8	51.14	66.61	66.61	82.08
Group 1; Group 1(B) <sup>e</sup>	30.24	6.84	10.10	2.63	0.41	0.22	8	50.44	65.56	65.56	80.68
Group 1 (A)	30.46	6.84	10.10	2.63	0.41	0.22	8	50.66	65.89	65.89	81.12
Group 1 (C)	30.29	6.84	10.10	2.63	0.41	0.22	8	50.49	65.635	65.635	80.78
Group 1 (E)	30.79	6.84	10.10	2.63	0.41	0.22	8	50.99	66.385	66.385	81.78
Group 1 (F-1)	30.82	6.84	10.10	2.63	0.41	0.22	8	51.02	66.43	66.43	81.84
Group 1 (F-2)	29.84	6.84	10.10	2.63	0.41	0.22	8	50.04	64.96	64.96	79.88
Group 2	30.09	6.84	10.10	2.63	0.41	0.22	8	50.29	65.335	65.335	80.38
Group 3; Group 3(A)	29.99	6.84	10.10	2.63	0.41	0.22	8	50.19	65.185	65.185	80.18
Group 4; Group 6(B)	23.68	6.84	10.10	2.63	0.41	0.22	8	43.88	55.72 <sup>d</sup>	55.72 <sup>d</sup>	67.56 <sup>d</sup>
Group 6	31.20	6.84	10.10	2.63	0.41	0.22	8	51.40	67.00	67.00	82.60
Group 6 (A)	30.70	6.84	10.10	2.63	0.41	0.22	8	50.90	66.25	66.25	81.60
Group 6 (C)	30.11	6.84	10.10	2.63	0.41	0.22	8	50.31	65.365	65.365	80.42
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	21.85	6.84	10.10	2.63	0.41	0.22	8	42.05	52.975	52.975	63.90
Stage 2 (2 <sup>nd</sup> 6 months)	24.56	6.84	10.10	2.63	0.41	0.22	8	44.76	57.04	57.04	69.32
Stage 3 (3 <sup>rd</sup> 6 months)	27.28	6.84	10.10	2.63	0.41	0.22	8	47.48	61.12	61.12	74.76

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/PWAPPWAGESTART.ASP](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](http://www.dir.ca.gov/DAS/DAS.HTML).

- a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 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).
- b 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.
- c **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.
- d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- e 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 [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](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](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.

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: #TUNNEL WORKER (LABORER)**

**DETERMINATION:** NC-23-102-11-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Other Payments	Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Hours <sup>b</sup>		Total Hourly Rate	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday and Holiday	
Diamond driller, groundman, gunite or shotcrete nozzleman	\$34.60	6.84	10.10	2.63	0.87	0.22	8	55.26	72.56	72.56	89.86	
Rodman, shaft work and raise (below actual or excavated ground level)	\$34.37	6.84	10.10	2.63	0.87	0.22	8	55.03	72.215	72.215	89.40	
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)	\$34.12	6.84	10.10	2.63	0.87	0.22	8	54.78	71.84	71.84	88.90	
Steel form raiser and setter, timberman, retimberman (wood or steel or substitute materials), tugger, cabledender, chucktender, powderman-primer house	\$34.12	6.84	10.10	2.63	0.87	0.22	8	54.78	71.84	71.84	88.90	
Vibratorman, pavement breaker, bull gang-mucker, trackman, concrete crew-including rodding and spreading	\$33.67	6.84	10.10	2.63	0.87	0.22	8	54.33	71.165	71.165	88.00	
Dumpman (any method), grout crew, reboundman, swamper/brakeman, watchman	\$33.13	6.84	10.10	2.63	0.87	0.22	8	53.79	70.355	70.355	86.92	

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.

# 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>.

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> 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.

<sup>c</sup> 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.

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: #TUNNEL WORKER (LABORER) (Special Single and Second Shift)**

**DETERMINATION:** NC-23-102-11-2015-1A

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Other Payments	Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Hours <sup>b</sup>		Total Hourly Rate	Daily 1 1/2X	Saturday <sup>c</sup> 1 1/2X	Sunday and Holiday	
Diamond driller, groundman, gunite or shotcrete nozzleman	\$37.60	6.84	10.10	2.63	0.87	0.22	8	58.26	77.06	77.06	95.86	
Rodman, shaft work and raise (below actual or excavated ground level)	\$37.37	6.84	10.10	2.63	0.87	0.22	8	58.03	76.715	76.715	95.40	
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)	\$37.12	6.84	10.10	2.63	0.87	0.22	8	57.78	76.34	76.34	94.90	
Steel form raiser and setter, timberman, retimberman (wood or steel or substitute materials), tigger, cabletender, chucktender, powderman-primer house	\$37.12	6.84	10.10	2.63	0.87	0.22	8	57.78	76.34	76.34	94.90	
Vibratorman, pavement breaker, bull gang-mucker, trackman, concrete crew-including rodding and spreading	\$36.67	6.84	10.10	2.63	0.87	0.22	8	57.33	75.665	75.665	94.00	
Dumpman (any method), grout crew, reboundman, swamper/brakeman, watchman	\$36.13	6.84	10.10	2.63	0.87	0.22	8	56.79	74.855	74.855	92.92	

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>.

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> 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.

<sup>c</sup> 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.

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: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) <sup>a</sup>**

**DETERMINATION:** NC-200-X-17-2014-2

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* 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.

CLASSIFICATION	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	2X	Holiday 2X
Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	<sup>b</sup> 34.26	7.50	4.05	-	0.10	-	8	45.91	<sup>d</sup> 63.04	80.17	80.17
Parking Lots, Gamecourts, Playgrounds	<sup>b</sup> 29.12	7.50	4.05	-	0.10	-	8	40.77	<sup>d</sup> 55.33	69.89	69.89
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	<sup>b</sup> 29.46	7.50	4.05	-	0.10	-	8	41.11	<sup>d</sup> 55.84	70.57	70.57

# 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>.

<sup>a</sup> 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.

<sup>b</sup> Includes an amount withheld for Dues Check-Off.

<sup>c</sup> Included 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.

<sup>d</sup> 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 <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.

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: SLURRY SEAL WORKER**

**DETERMINATION:** NC-830-X-69-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** September 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 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.

Classification (Journey person)	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rates		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training			Daily 1 1/2X	2X	Holiday 2X
Sealer/Mixer	\$14.89	1.72	.90	<sup>a</sup> .91	-	8	\$18.42	<sup>b</sup> \$25.865	\$33.31	\$33.31
Shuttleperson, Applicator Operator, Squeegeeperson	13.18	1.72	.90	<sup>a</sup> .91	-	8	16.71	<sup>b</sup> 23.30	29.89	29.89
Traffic Surface Protective Coating Applicator	15.51	1.72	.90	<sup>a</sup> .91	-	8	19.04	<sup>b</sup> 26.795	34.55	34.55
Traffic Controlperson	9.00	1.72	.90	<sup>a</sup> .91	-	8	12.53	<sup>b</sup> 17.03	21.53	21.53

<sup>a</sup> 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.

<sup>b</sup> 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 <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.

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: ASBESTOS REMOVAL WORKER (LABORER)**

**DETERMINATION:** NC-102-67-1-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** November 30, 2015\*\* 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.

Classification (Journey person)	Employer Payments						Hours	Total Hourly Rate	Straight-Time 1-1/2X <sup>b</sup>	Overtime Hourly Rate 2X <sup>c</sup>
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments				
Asbestos Removal Specialist II	26.11	5.74	5.24	2.64	0.44	0.15	8	40.32	53.375	66.43
Asbestos Removal Specialist I	23.17	5.74	1.31	2.64	0.44	0.15	8	33.45	45.035	56.62
Asbestos Removal Worker	20.06	5.74	0.80	2.64	0.44	0.15	8	29.83	39.86	49.89

**DETERMINATION:** NC-102-67-1-2014-2A

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Lead Removal Worker <sup>d</sup>	29.02	6.09	10.16	2.73	0.44	0.15	8	48.59	63.100	77.61
Lead Removal Worker <sup>e</sup>	28.02	6.09	10.16	2.73	0.44	0.15	8	47.59	61.600	75.61

<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> 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 7<sup>th</sup> consecutive day of work in a workweek.

<sup>c</sup> 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 7<sup>th</sup> consecutive day of work in a workweek.

<sup>d</sup> Rate applies to all localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties.

<sup>e</sup> 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)

**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 <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.

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: # CEMENT MASON**

**DETERMINATION:** NC-23-203-1-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours <sup>d</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$30.00	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	53.68	68.680	68.680 <sup>c</sup>	83.68
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$30.75	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	54.43	69.805	69.805 <sup>c</sup>	85.18

# 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>.

<sup>a</sup> 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).

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

<sup>d</sup> Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2<sup>nd</sup>) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3<sup>rd</sup>) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

**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.

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: # CEMENT MASON (SPECIAL SINGLE SHIFT)**

**DETERMINATION:** NC-23-203-1A-2015-1

**ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$33.00	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	56.68	71.68	71.68 <sup>c</sup>	86.68
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form affolds	\$33.75	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	57.43	72.805	72.805 <sup>c</sup>	88.18

# 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>.

<sup>a</sup> 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).

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> 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 <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: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER**

**DETERMINATION:** NC-63-3-9-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* 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.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Employer Payments				Straight-Time Hours Total Hourly Rate	Overtime Hourly Rate			
			Pension	Vacation and Holiday	Training	Other Payment		Daily <sup>b</sup> 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X	
Group 1	\$41.63	13.03	8.87	5.27	0.33	0.19	8	69.32	90.135	90.135	110.95
Group 2	39.63	13.03	8.87	5.27	0.33	0.19	8	67.32	87.135	87.135	106.95
Group 3	33.49	13.03	8.87	5.27	0.33	0.19	8	61.18	77.925	77.925	94.67
Group 4	28.26	13.03	8.87	5.27	0.33	0.19	8	55.95	70.08	70.08	84.21

# 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>.

<sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>b</sup> Rate 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>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
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 <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.

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: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)**

**DETERMINATION:** NC-63-3-9-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* 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.

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CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare <sup>a</sup>	Pension and Holiday	Vacation and Holiday	Training	Other Payment	Hours	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$46.83	13.03	8.87	5.27	0.33	0.19	8	74.52	97.935	97.935	121.35
Group 2	44.58	13.03	8.87	5.27	0.33	0.19	8	72.27	94.56	94.56	116.85
Group 3	37.68	13.03	8.87	5.27	0.33	0.19	8	65.37	84.21	84.21	103.05
Group 4	31.79	13.03	8.87	5.27	0.33	0.19	8	59.48	75.375	75.375	91.27

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<sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>b</sup> Rate 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	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 <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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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Other Payments	Straight-Time Hours	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Total Hourly Rate			Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$27.96	\$15.53	\$5.75	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$52.77	\$66.75	\$66.75	\$80.73
Group 2	28.26	15.53	5.75	2.15	0.85	<sup>a</sup> 0.53	8	53.07	67.20	67.20	81.33
Group 3	28.56	15.53	5.75	2.15	0.85	<sup>a</sup> 0.53	8	53.37	67.65	67.65	81.93
Group 4	28.91	15.53	5.75	2.15	0.85	<sup>a</sup> 0.53	8	53.72	68.175	68.175	82.63
Group 5	29.26	15.53	5.75	2.15	0.85	<sup>a</sup> 0.53	8	54.07	68.70	68.70	83.33
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
	<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours										
	<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours										
	<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours										

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> 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.

<sup>c</sup> 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.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

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**DETERMINATION: NC-23-261-1-2014-1 and NC-23-261-1-2014-1A**

**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

**GROUP 4**

Dump Trucks over 25 yards and under 65 yards  
Vacuum Trucks 7500 gals and over.  
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

**GROUP 5**

Dump Truck 65 yards and over  
Holland Hauler  
Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6** (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

**GROUP 7** (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

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: TEAMSTER (SPECIAL SINGLE SHIFT RATE)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2014-1A

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* 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.

Classification <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours Total Hourly Rate	Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday	Training Other Payments			Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X	
Group 1	\$29.96	\$15.53	\$5.75	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$54.77	\$69.75	\$69.75	\$84.73
Group 2	30.26	15.53	5.75	2.15	0.85	0.53	8	55.07	70.20	70.20	85.33
Group 3	30.56	15.53	5.75	2.15	0.85	0.53	8	55.37	70.65	70.65	85.93
Group 4	30.91	15.53	5.75	2.15	0.85	0.53	8	55.72	71.175	71.175	86.63
Group 5	31.26	15.53	5.75	2.15	0.85	0.53	8	56.07	71.70	71.70	87.33
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours											
<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours											
<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours											

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> 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.

<sup>c</sup> 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.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> 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 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.

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

**CRAFT: ## LANDSCAPE MAINTENANCE LABORER**

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)<sup>1</sup>

**DETERMINATION:** NC-LML-2014-1

**ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** September 30, 2014\* 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.

LOCALITY:	Employer Payments						Straight -Time	Overtime	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2x
Alameda.....	9.00	0.43	-	<sup>a</sup> 0.14	0.24	-	8	<sup>b</sup> 9.81	<sup>b</sup> 14.31
Alpine, El Dorado.....	9.00	-	-	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Amador.....	9.00	-	-	0.16	0.06	-	8	9.22	13.72
Butte, Glenn, and Plumas.....	9.00	0.16	-	<sup>c</sup> 0.13	0.05	-	8	<sup>b</sup> 9.34	<sup>b</sup> 13.84
Calaveras.....	9.00	-	-	0.10	0.12	-	8	9.22	13.72
Colusa and Sutter.....	9.00	-	-	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Contra Costa.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt.....	9.00	-	-	0.25	0.07	-	8	9.32	13.82
Fresno.....	9.00	-	-	0.11	-	-	8	9.11	13.61
	9.00	-	-	<sup>d</sup> 0.19	0.19	-	8	<sup>b</sup> 9.38	<sup>b</sup> 13.88
Kings.....	9.00	-	-	<sup>e</sup> 0.25	0.25	-	8	<sup>b</sup> 9.50	<sup>b</sup> 14.00
Lake and Mendocino.....	9.00	-	-	<sup>f</sup> 0.13	0.03	-	8	<sup>b</sup> 9.16	<sup>b</sup> 13.66
	9.00	-	-	<sup>g</sup> 0.14	0.03	-	8	<sup>b</sup> 9.17	<sup>b</sup> 13.67
Lassen, Modoc, Shasta, Siskiyou and Trinity	9.00	-	-	0.31	0.09	-	8	9.40	13.90
Madera, Mariposa and Merced....	9.00	-	-	0.115	0.115	-	8	9.23	13.73
Marin.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Monterey.....	9.00	-	-	0.14	0.22	-	8	9.36	13.86
	9.00	-	-	0.16	0.25	-	8	9.41	13.91
Napa.....	9.00	-	-	<sup>q</sup> 0.11	0.14	-	8	9.25	13.75
Nevada and Sierra.....	9.00	-	-	0.16	0.19	-	8	9.35	13.85
Placer.....	9.00	-	-	0.12	0.14	-	8	9.26	13.76
Sacramento.....	9.00	-	-	0.16	-	-	8	9.16	13.66
	9.00	-	-	0.15	-	-	8	9.15	13.65
San Benito.....	9.00	-	-	<sup>h</sup> 0.15	0.18	-	8	<sup>b</sup> 9.33	<sup>b</sup> 13.83
San Francisco.....	9.00	-	-	0.17	0.17	-	8	9.34	13.84
San Joaquin.....	9.00	0.37	-	<sup>i</sup> 0.12	0.12	-	8	<sup>b</sup> 9.61	<sup>b</sup> 14.11
San Mateo.....	9.00	0.43	-	<sup>j</sup> 0.12	0.14	-	8	<sup>b</sup> 9.69	<sup>b</sup> 14.19
	9.00	-	-	<sup>k</sup> 0.13	0.17	-	8	<sup>b</sup> 9.30	<sup>b</sup> 13.80
Santa Clara.....	9.00	0.03	-	<sup>l</sup> 0.13	0.18	-	8	<sup>b</sup> 9.34	<sup>b</sup> 13.84
Santa Cruz.....	9.00	-	-	0.16	-	-	8	9.16	13.66
	9.00	-	-	0.19	-	-	8	9.19	13.69
Solano.....	9.00	-	-	-	0.07	-	8	9.07	13.57
Sonoma.....	9.00	-	-	<sup>m</sup> 0.13	0.16	-	8	<sup>b</sup> 9.29	<sup>b</sup> 13.79
	9.00	0.38	-	<sup>n</sup> 0.15	0.19	-	8	<sup>b</sup> 9.72	<sup>b</sup> 14.22
Stanislaus and Tuolumne.....	9.00	-	-	0.115	0.14	-	8	9.255	13.755
	9.00	-	-	<sup>o</sup> 0.13	0.11	-	8	<sup>b</sup> 9.24	<sup>b</sup> 13.74
Tehama.....	9.00	-	-	0.12	0.19	-	8	9.31	13.81
Tulare.....	9.00	0.69	-	<sup>p</sup> 0.12	-	-	8	<sup>b</sup> 9.81	<sup>b</sup> 14.31
Yolo.....	9.00	-	-	-	0.14	-	8	9.14	13.64
	9.00	-	-	-	0.19	-	8	9.19	13.69
Yuba.....	9.00	-	-	0.14	0.16	-	8	9.30	13.80

## Craft is not apprenticeable

**NOTE:** If there are two rates, the first rate is for routine work, the second rate is for complex work.

**DETERMINATION: NC-LML-2014-1**

- a. \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- c. \$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.
- j. \$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.
- l. \$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.

<sup>1</sup> 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 <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.

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: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2015-1C

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments							Hours <sup>a</sup>	Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Total Hourly Rate		Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>					Area 1 <sup>a</sup>		Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	
<b>Underground Rate</b>														
Group 1-A	\$38.32	\$40.32	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.77	\$68.77	\$85.93	\$88.93	\$105.09	\$109.09
Group 1	\$35.85	\$37.85	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.30	\$66.30	\$82.23	\$85.23	\$100.15	\$104.15
Group 2	\$34.59	\$36.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.04	\$65.04	\$80.34	\$83.34	\$97.63	\$101.63
Group 3	\$33.26	\$35.26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.71	\$63.71	\$78.34	\$81.34	\$94.97	\$98.97
Group 4	\$32.12	\$34.12	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.57	\$62.57	\$76.63	\$79.63	\$92.69	\$96.69
Group 5	\$30.98	\$32.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.43	\$61.43	\$74.92	\$77.92	\$90.41	\$94.41
<b>Shafts Stopes &amp; Raises</b>														
Group 1-A	\$38.42	\$40.42	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.87	\$68.87	\$86.08	\$89.08	\$105.29	\$109.29
Group 1	\$35.95	\$37.95	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.40	\$66.40	\$82.38	\$85.38	\$100.35	\$104.35
Group 2	\$34.69	\$36.69	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.14	\$65.14	\$80.49	\$83.49	\$97.83	\$101.83
Group 3	\$33.36	\$35.36	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.81	\$63.81	\$78.49	\$81.49	\$95.17	\$99.17
Group 4	\$32.22	\$34.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.67	\$62.67	\$76.78	\$79.78	\$92.89	\$96.89
Group 5	\$31.08	\$33.08	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.53	\$61.53	\$75.07	\$78.07	\$90.61	\$94.61

**CLASSIFICATIONS:**

**GROUP 1-A**

Tunnel Bore Machine Operator - 20 feet in diameter or more

**GROUP 1**

Heading Shield Operator  
Heavy Duty Repairman/Welder  
Mucking Machine  
Raised Bore Operator  
Tunnel Mole Bore Operator  
Tunnel Boring Machine Operator 10 ft up to 20 ft

**GROUP 2**

Combination Slusher and Motor Operator  
Concrete Pump or Pumpcrete Guns  
Power Jumbo Operator

**GROUP 3**

Drill Doctor  
Mine or Shaft Hoist

**GROUP 4**

Combination Slurry Mixer Cleaner  
Grouting Machine Operator  
Motorman

**GROUP 5**

Bit Sharpener  
Brakeman  
Combination Mixer and Compressor (Gunite)  
Compressor Operator  
Assistant to Engineer  
Pump Operator  
Slusher Operator

# 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>.

<sup>a</sup> 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.

<sup>c</sup> 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).

<sup>d</sup> Includes an amount for supplemental dues.

<sup>e</sup> 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.

<sup>f</sup> 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/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.

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: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)  
(SPECIAL SINGLE AND SECOND SHIFT)**

DETERMINATION: NC-23-63-1-2015-1C  
ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* 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.

Classification (Journey person)	Employer Payments							Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X		Sunday and Holiday 2X			
									Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>		
<b>Underground Rate</b>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>						Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	Area 1 <sup>a</sup>	Area 2 <sup>b</sup>	
Group 1-A	\$42.45	\$44.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.90	\$72.90	\$92.13	\$95.13	\$113.35	\$117.35
Group 1	\$39.66	\$41.66	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.11	\$70.11	\$87.94	\$90.94	\$107.77	\$111.77
Group 2	\$38.25	\$40.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.70	\$68.70	\$85.83	\$88.83	\$104.95	\$108.95
Group 3	\$36.77	\$38.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.22	\$67.22	\$83.61	\$86.61	\$101.99	\$105.99
Group 4	\$35.47	\$37.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.92	\$65.92	\$81.66	\$84.66	\$99.39	\$103.39
Group 5	\$34.20	\$36.20	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.65	\$64.65	\$79.75	\$82.75	\$96.85	\$100.85
<b>Shafts Stopes &amp; Raises</b>														
Group 1-A	\$42.56	\$44.56	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.01	\$73.01	\$92.29	\$95.29	\$113.57	\$117.57
Group 1	\$39.77	\$41.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.22	\$70.22	\$88.11	\$91.11	\$107.99	\$111.99
Group 2	\$38.36	\$40.36	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.81	\$68.81	\$85.99	\$88.99	\$105.17	\$109.17
Group 3	\$36.88	\$38.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.33	\$67.33	\$83.77	\$86.77	\$102.21	\$106.21
Group 4	\$35.58	\$37.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.03	\$66.03	\$81.82	\$84.82	\$99.61	\$103.61
Group 5	\$34.31	\$36.31	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.76	\$64.76	\$79.92	\$82.92	\$97.07	\$101.07

**CLASSIFICATIONS:**

**GROUP 1-A**

Tunnel Bore Machine Operator - 20 feet in diameter or more

**GROUP 1**

Heading Shield Operator  
Heavy Duty Repairman/Welder  
Mucking Machine  
Raised Bore Operator  
Tunnel Mole Bore Operator  
Tunnel Boring Machine Operator 10 ft up to 20 ft

**GROUP 2**

Combination Slusher and Motor Operator  
Concrete Pump or Pumpercrete Guns  
Power Jumbo Operator

**GROUP 3**

Drill Doctor  
Mine or Shaft Hoist

**GROUP 4**

Combination Slurry Mixer Cleaner  
Grouting Machine Operator  
Motorman

**GROUP 5**

Bit Sharpener  
Brakeman  
Combination Mixer and Compressor (Gunite)  
Compressor Operator  
Assistant to Engineer  
Pump Operator  
Slusher Operator

# 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>.

<sup>a</sup> 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.

<sup>b</sup> 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).

<sup>c</sup> Includes an amount for supplemental dues.

<sup>d</sup> 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 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.

## Attachment 3

### Prevailing Wage Determination

#### San Francisco – Subtrades

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

LOCALITY: SAN FRANCISCO COUNTY  
DETERMINATION: SFR-2015-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# BRICKLAYER, BLOCKLAYER: BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2013	04/30/2014*	A 36.560	9.690	13.300	B 3.400	0.800	C 1.250	D 8.0	65.000	E 84.980	E 84.980	104.960	
POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2014	06/30/2015*	A 42.470	9.690	10.520	F -	1.450	0.400	D 8.0	64.530	85.760	G 85.760	107.000	
# BRICK TENDER	2/22/2015	04/30/2015**	A 32.130	9.900	9.900	F -	0.340	-	8.0	52.270	H 68.330	H 68.330	84.400	
# CARPET, LINOLEUM, SOFT FLOOR LAYER	2/22/2015	06/30/2015*	A 46.150	9.900	11.300	I -	0.630	0.340	8.0	68.320	J 91.400	J 91.400	114.470	
FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2015	06/30/2015*	A 23.050	9.900	5.650	I -	0.050	0.340	8.0	38.990	J 50.510	J 50.510	62.040	
FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2015	06/30/2015*	A 18.430	9.900	4.520	I -	0.050	0.340	8.0	33.240	J 42.460	J 42.460	51.670	
FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2015	06/30/2015*	A 14.730	9.900	3.620	I -	0.050	0.340	8.0	28.640	J 36.000	J 36.000	43.370	
FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2015	06/30/2015*	A 16.580	9.900	4.070	I -	0.050	0.340	8.0	30.940	J 39.230	J 39.230	47.520	
# ELECTRICIAN: COMM & SYSTEM INSTALLER	2/22/2015	05/31/2015**	32.820	9.550	K 5.150	-	1.100	L 0.210	8.0	49.970	M 66.960	M 66.960	83.940	
COMM & SYSTEM TECH.	2/22/2015	05/31/2015**	37.370	9.550	K 5.150	-	1.100	L 0.210	8.0	54.690	M 74.030	M 74.030	93.370	
INSIDE WIREMAN	8/22/2014	05/31/2015**	58.820	13.230	N 12.770	F -	0.765	0.380	O 7.0	87.730	P 118.020	Q 148.310	148.310	
CABLE SPLICER	8/22/2014	05/31/2015**	66.170	13.230	N 12.770	F -	0.765	0.380	O 7.0	95.300	P 129.380	Q 163.460	163.460	
# FIELD SURVEYOR: R CHIEF OF PARTY	2/22/2015	02/29/2016**	38.070	13.030	S 10.640	T 3.410	0.770	0.160	8.0	66.080	U 85.110	V 85.110	104.150	
R INSTRUMENTMAN	2/22/2015	02/29/2016**	34.980	13.030	S 10.640	T 3.410	0.770	0.160	8.0	62.990	U 80.480	V 80.480	97.970	
R CHAINMAN/RODMAN	2/22/2015	02/29/2016**	32.100	13.030	S 10.640	T 3.410	0.770	0.160	8.0	60.110	U 76.160	V 76.160	92.210	
# GLAZIER	2/22/2015	06/30/2015*	A 43.430	9.900	W 14.290	-	0.550	X 0.380	8.0	68.550	Y 90.260	111.980	111.980	
# Z MARBLE FINISHER	8/22/2013	07/31/2014*	AA 28.050	9.690	3.870	I -	0.450	0.530	8.0	42.590	AB 56.610	70.640	70.640	
# Z MARBLE MASON	8/22/2013	07/31/2014*	AA 39.300	9.690	11.990	I -	0.800	0.730	8.0	62.510	AB 82.160	101.810	101.810	
# PAINTER: BRUSH AND SPRAY	2/22/2015	12/31/2015**	AC 40.020	9.900	S 11.160	I -	0.420	0.380	D 8.0	61.880	81.890	AD 81.890	101.900	
INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	AC 40.520	9.900	S 11.160	I -	0.420	0.380	D 8.0	62.380	82.640	AD 82.640	102.900	
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2015	12/31/2015**	AC 40.520	9.900	S 11.160	I -	0.420	0.380	D 8.0	62.380	82.640	AD 82.640	102.900	
EXOTIC MATERIALS	2/22/2015	12/31/2015**	AC 40.770	9.900	S 11.160	I -	0.420	0.380	D 8.0	62.630	83.010	AD 83.010	103.400	
PAPERHANGER/WALLCOVERING	2/22/2015	12/31/2015**	AC 41.020	9.900	S 11.160	I -	0.420	0.380	D 8.0	62.880	83.390	AD 83.390	103.900	
TAPER	2/22/2015	06/30/2015*	AE 40.320	9.900	11.020	AF -	0.360	0.390	8.0	61.990	78.690	D 78.690	AD 95.400	
AG TAPER CLEAN-UP	2/22/2015	06/30/2015*	AH 16.100	9.900	-	-	-	-	8.0	26.000	33.560	D 33.560	AD 41.120	
# PLASTERER	8/22/2014	06/30/2015**	AI 37.480	12.530	10.630	F -	1.050	0.900	D 8.0	62.590	AJ 78.760	AJ 78.760	94.930	
# AK PLASTER TENDER	8/22/2014	06/30/2015**	AL 32.030	8.970	12.300	F -	0.160	0.450	8.0	53.910	AM 67.930	AM 67.930	81.940	
# PLUMBER: PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2014	06/30/2015**	AN 64.000	16.660	20.480	F -	4.900	AO 2.400	7.0	108.440	AP 140.440	AQ 140.440	172.440	
PLUMBING SERVICE AND REPAIR AIR CONDITIONING & REFRIGERATION/HVAC - SERVICE WORK	8/22/2014	06/30/2015**	AN 54.400	16.340	19.050	F -	4.070	AO 2.450	8.0	96.310	AR 123.510	G 123.510	150.710	
8/22/2014	06/30/2015**	AN 64.000	16.660	20.480	F -	4.900	AO 2.400	8.0	108.440	AR 140.440	G 140.440	172.440		
8/22/2014	06/30/2015**	A 54.400	14.000	AS 15.300	F -	1.810	1.290	8.0	86.800	114.000	AT 114.000	141.200		

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

LOCALITY: SAN FRANCISCO COUNTY  
DETERMINATION: SFR-2015-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
UNDERGROUND/UTILITY PIPEFITTER	8/22/2014	06/30/2015**	A 54.400	14.000	AS 15.300	F -	1.810	1.290	8.0	86.800	114.000	AT 114.000	141.200	
SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2015	08/02/2015**	A 56.020	8.770	15.900	F -	1.100	0.400	8.0	82.190	110.200	110.200	138.210	
# ROOFER	8/22/2014	07/31/2015*	31.660	7.800	5.430	3.530	0.550	AU 0.450	8.0	49.420	AV 65.250	AV 65.250	81.080	
BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP MASTIC WORKER, KETTLEMAN (2 KETTLES WITHOUT PUMPS)	8/22/2014	07/31/2015*	33.660	7.800	5.430	3.530	0.550	AU 0.450	8.0	51.420	AV 68.250	AV 68.250	85.080	
# SHEET METAL WORKER	2/22/2015	06/30/2015*	AC 50.710	AW 13.110	AX 25.260	F -	1.410	1.150	7.0	91.640	AY 119.810	AY 119.810	147.990	
TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS	2/22/2015	06/30/2015*	AC 45.260	AW 13.110	AX 24.030	F -	1.410	1.150	8.0	84.960	AZ 110.100	AZ 110.100	135.250	
SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 34.840	BA 12.590	AX 14.060	F -	1.310	1.150	8.0	63.950	BB 82.620	BB 82.620	101.290	
SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 31.450	BA 12.590	AX 9.030	F -	1.310	1.150	8.0	55.530	BB 72.050	BB 72.050	88.580	
AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 27.920	BA 12.590	AX 4.170	F -	1.290	1.150	8.0	47.120	AZ 61.530	AZ 61.530	75.940	
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 32.630	AW 12.610	AX 9.270	F -	1.290	1.150	8.0	56.950	AZ 74.010	AZ 74.010	91.080	
METAL DECK & SIDING	2/22/2015	06/30/2015*	AC 33.860	AS 13.530	BC 18.000	F -	BD 0.300	-	8.0	65.690	AZ 83.620	AZ 83.620	101.550	
# BE TERRAZZO FINISHER	8/22/2014	06/30/2015**	AE 33.190	9.690	5.120	F -	0.800	0.490	8.0	49.290	AZ 63.780	AZ 63.780	78.280	
# BE TERRAZZO WORKER	8/22/2014	06/30/2015**	AE 40.420	9.690	14.420	F -	0.800	0.670	8.0	66.000	AZ 83.540	AZ 83.540	101.080	
# TILE FINISHER	8/22/2014	03/31/2015**	BF 22.060	8.530	3.440	0.700	0.400	1.090	8.0	36.220	47.250	D 47.250	58.280	
RED CIRCLED FINISHER	8/22/2014	03/31/2015**	BF 27.750	8.530	3.670	1.300	0.300	1.100	8.0	42.650	56.530	D 56.530	70.400	
# TILE SETTER	8/22/2014	03/31/2015**	BF 38.240	8.530	4.670	2.350	0.590	1.680	8.0	56.060	75.180	D 75.180	94.300	
WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BG 0.630	-	-	8.0	17.310	BH 23.660	BH 23.660	BH 23.660	
PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BG 0.630	-	-	8.0	17.310	BH 23.660	BH 23.660	BH 23.660	
HELPER	8/22/1998	12/31/1998*	10.380	3.200	0.780	BI 0.520	-	-	8.0	14.880	BH 20.070	BH 20.070	BH 20.070	
<u>FOOTNOTES</u>														

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

**LOCALITY: SAN FRANCISCO COUNTY**

**DETERMINATION: SFR-2015-1**

- \* 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.
- \*\* 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.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](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](http://www.dir.ca.gov/das/das.html).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
- D 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.
- E 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 HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H 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. 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.
- I INCLUDED IN BASIC HOURLY RATE.
- J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K 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.
- L IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- N 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. 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.
- O 8 HOURS OF WORK IF MULTIPLE SHIFT IS WORKED.
- P RATE APPLIES TO THE FIRST 2 OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- Q SEVEN HOURS ON SATURDAY MAY BE WORKED AT THE DAILY OVERTIME RATE PROVIDED NO OVERTIME HOUR IS WORKED DURING THE WEEK.
- R ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- S INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- T INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- U RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- V RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- W INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- X INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- Y RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- Z EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$15.00 PER DAY ABOVE THE WAGE RATE.
- AA INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- 1) AB RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- 2) AC INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- AD DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AE INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AF INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.

GENERAL PREVAILING WAGE DETERMINATION BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

**LOCALITY: SAN FRANCISCO COUNTY**

**DETERMINATION: SFR-2015-1**

- AG PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AH INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.
- AI INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$10.00 PER DAY ABOVE THE WAGE RATE.
- AJ RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AK ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- AL INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
- AM RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AN INCLUDES AN AMOUNT FOR VACATION/HOLIDAY.
- AO INCLUDES FUNDS FOR SUB/JURY DUTY, CRAFT, CONTRACT ADMINISTRATION/HIRING HALL, JURISDICTIONAL PROTECTION AND SCHOLARSHIP.
- AP RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 9 HOURS ON SATURDAY ONLY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AQ THE FIRST 9 HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF.
- AR RATE APPLIES TO THE FIRST 2 OVERTIME HOURS ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AS 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.
- AT RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AU INCLUDES AMOUNTS FOR LABOR MANAGEMENT AND PROMOTION FUND
- AV RATE 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 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.
- AW 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.
- AX INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. 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.
- AY 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.
- AZ 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.
- BA INCLUDES 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.
- BB RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.
- BC INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- BD INCLUDES \$0.03 FOR SCHOLAR FUND.
- BE THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- BF INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.
- BG RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.88 AFTER 2 YEARS OF EMPLOYMENT.
- BH RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.
- BI RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.72 AFTER 2 YEARS OF EMPLOYMENT.

**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](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.

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

LOCALITY: SAN FRANCISCO COUNTY  
DETERMINATION: SFR-2015-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
BRICK TENDER	2/22/2015	04/30/2015**	5/1/2015	\$0.40 A	5/1/2016	\$0.80 A	5/1/2017	\$1.20 A	5/1/2018	\$1.40 A						
ELECTRICIAN:																
COMM & SYSTEM INSTALLER	2/22/2015	05/31/2015**	6/1/2015	\$1.00 A	12/1/2015	\$2.00 A	12/1/2016	\$2.00 A								
COMM & SYSTEM TECH.	2/22/2015	05/31/2015**	6/1/2015	\$1.00 A	12/1/2015	\$2.00 A	12/1/2016	\$2.00 A								
INSIDE WIREMAN	8/22/2014	05/31/2015**	6/1/2015	\$3.25 A	6/1/2016	\$3.25 A	6/1/2017	\$3.75 A								
CABLE SPLICER	8/22/2014	05/31/2015**	6/1/2015	\$3.25 A	6/1/2016	\$3.25 A	6/1/2017	\$3.75 A								
FIELD SURVEYOR:																
B CHIEF OF PARTY	2/22/2015	02/29/2016**	3/1/2016	\$2.00 A	3/1/2017	\$2.00 A										
B INSTRUMENTMAN	2/22/2015	02/29/2016**	3/1/2016	\$2.00 A	3/1/2017	\$2.00 A										
B CHAINMAN/RODMAN	2/22/2015	02/29/2016**	3/1/2016	\$2.00 A	3/1/2017	\$2.00 A										
PAINTER:																
BRUSH AND SPRAY	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
EXOTIC MATERIALS	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
PAPERHANGER/WALLCOVERING	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
PLASTERER	8/22/2014	06/30/2015**	7/1/2015	\$1.70 A	7/1/2016	\$1.70 A										
C PLASTER TENDER	8/22/2014	06/30/2015**	7/1/2015	\$1.25 D												
PLUMBER:																
PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2014	06/30/2015**	7/1/2015	\$3.50 A	7/1/2016	\$3.50 A										
PLUMBING SERVICE AND REPAIR AIR CONDITIONING & REFRIGERATION/HVAC - SERVICE WORK	8/22/2014	06/30/2015**	7/1/2015	\$2.98 A	7/1/2016	\$2.98 A										
LANDSCAPE/IRRIGATION PIPEFITTER	8/22/2014	06/30/2015**	7/1/2015	\$2.98 A	7/1/2016	\$2.98 A										
UNDERGROUND/UTILITY PIPEFITTER SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2015	08/02/2015**	8/3/2015	\$2.00 A	8/1/2016	\$3.00 A	7/31/2017	\$3.75 A								
E TERRAZZO FINISHER	8/22/2014	06/30/2015**	7/1/2015	\$0.75 A	7/1/2016	\$1.00 A	7/1/2017	\$1.00 A	7/1/2018	\$1.25 A						
E TERRAZZO WORKER	8/22/2014	06/30/2015**	7/1/2015	\$1.25 A	7/1/2016	\$1.50 A	7/1/2017	\$1.75 A	7/1/2018	\$2.00 A						
TILE FINISHER	8/22/2014	03/31/2015**	4/1/2015	\$1.14 A												
RED CIRCLED FINISHER	8/22/2014	03/31/2015**	4/1/2015	\$1.14 A												
TILE SETTER	8/22/2014	03/31/2015**	4/1/2015	\$1.75 A												
FOOTNOTES																

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

**LOCALITY: SAN FRANCISCO COUNTY**

**DETERMINATION: SFR-2015-1**

- THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- A
  - B ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
  - C ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
  - D \$0.25 TO HEALTH & WELFARE AND \$1.00 TO PENSION.
  - E THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

SFR-2015-1-INC

## Attachment 4

### Prevailing Wage Determination

Important Notices from  
The State of California  
Department of Industrial Relations

**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

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.

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



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 <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

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,

A handwritten signature in cursive script that reads "Chuck Cake".

Chuck Cake  
Chief Deputy Director

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director - Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> 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 MODIFICATIONS 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.



# 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.

Sincerely,

Robert E. Clark,  
Director/Contracts Department

cc: Don Doser, Local 3 Business Manager  
Dean Dye, Director - Testing & Inspection Division  
and Technical Engineers Division

RECEIVED  
Department of Industrial Relations

FEB 06 2002

Div. of Labor Statistics & Research  
Chief's Office

**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.

**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.

**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.**



INTERNATIONAL UNION OF  
**OPERATING ENGINEERS**

**WM. C. WAGGONER**  
Business Manager  
and  
General Vice-President

December 6, 2001

**R E C E I V E D**  
Department of Industrial Relations

**DEC 11 2001**

Div. of Labor Statistics & Research  
Chief's Office

**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

**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 all structures, 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.

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) Keying in 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) Benching 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) Scarifying 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) Rolling of Slopes 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 One-Pointer is one test made on the soil by a field soils and material tester (or FSMT).

i) Correction for Rock 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.

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

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, 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

ADDRESS REPLY TO:

P.O. Box 420603  
San Francisco CA 94142-0603



December 29, 2000

**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.

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR

San Francisco, CA 94102

455 Golden Gate Avenue, 10<sup>th</sup> Floor

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



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 [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD) 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,

A handwritten signature in black ink that reads "Chuck Cake".

Chuck Cake  
Chief Deputy Director

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



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,

A handwritten signature in cursive script that reads "Chuck Cake".

Chuck Cake  
Acting Director

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



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<sup>a</sup>, San Benito<sup>a</sup>, San Bernardino, San Diego, San Francisco, Santa Barbara, Santa Clara, Santa Cruz<sup>a</sup>, 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.**

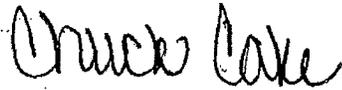
Fire alarm installation is performed at the rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Fresno<sup>b</sup>, Glenn, Humboldt, Imperial, Inyo, Kern, Kings<sup>b</sup>, Lake, Lassen, Los Angeles, Madera<sup>b</sup>, Marin, Mariposa, Mendocino, Merced, Mono, Monterey<sup>a</sup>, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito<sup>a</sup>, San Bernardino, San Diego, San Francisco, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz<sup>a</sup>, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare<sup>b</sup>, 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 Cake  
Chief Deputy Director

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<sup>a</sup> 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.

<sup>b</sup> 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, 10<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



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:

FEB 20 '02 17:56 No.004 P.0  
Page 1 of 1

**Bill Quirk - Conduit issues**

**From:** Bill Quirk  
**To:** ccake  
**Date:** 02/20/2002 5:10 PM  
**Subject:** Conduit issues

>>> Bill Quirk Wednesday, February 20, 2002 3:27:57 PM >>>

Dear Chuck,

I hope the information below will help you.

For C? licensed contractors with whom CWA holds a collective bargaining agreement in the State of California, I believe the following statement covers 95 % of work performed by our members.

The scope of work that CWA members perform requires the running of conduit from time to time. This conduit work is typically coincidental to Telecommunications work and normally in telecommunications rooms / closets. Usually the conduit run is not longer than 10 feet.

Sincerely,

Bill Quirk  
Assistant Vice President  
Communications Workers of America, District 9

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director  
455 Golden Gate Avenue, 10<sup>th</sup> 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



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.***

DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR  
455 Golden Gate Avenue, Tenth Floor  
San Francisco, CA 94102  
(415) 703-5050



May 3, 2004

**IMPORTANT NOTICE**

**DECISIONS ON APPEAL**

**TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING THE APPLICATION AND SCOPE OF PUBLIC WORKS COVERAGE DETERMINATIONS:**

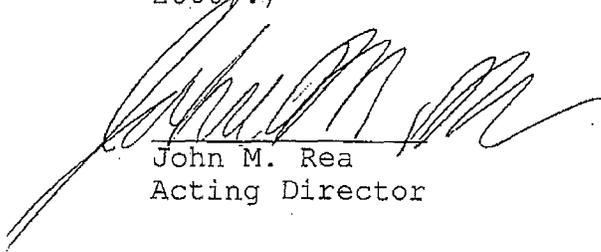
**PW CASE NO. 2000-027: CUESTA COLLEGE/OFF-SITE FABRICATION OF SHEET METAL**

**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

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.<sup>1</sup> 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.<sup>2</sup>

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.<sup>3</sup>

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.<sup>4</sup>

Sincerely,

/s/John M. Rea  
Acting Director

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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, 10<sup>th</sup> 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



November 10, 2005

**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:

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, 10<sup>th</sup> 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



November 22, 2005

## 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.

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

COUNTY	Effective Date of Rates <sup>c</sup>		
	7/7/2002 - 3/14/2003	3/15/2003 - 3/5/2004	3/6/2004 - Present
Alameda	Project-by-Project Basis		
Alpine	Electrician: Inside Wireman		
Amador	Electrician: Inside Wireman		
Butte	Electrician: Inside Wireman		
Calaveras	Project-by-Project Basis		
Colusa	Electrician: Inside Wireman		
Contra Costa	Electrician: Comm & System Installer		
Del Norte	Electrician: Comm & System Installer		
El Dorado	Electrician: Inside Wireman		
Fresno	Electrician: Comm & System Installer		
Glenn	Electrician: Inside Wireman		
Humboldt	Electrician: Comm & System Installer		
Imperial	Electrician: Comm & System Installer	Electrician: Sound & Signal Tech	Electrician: Soundman <sup>b</sup>
Inyo	Electrician: Comm & System Installer		
Kern	Project-by-Project Basis		
Kings	Electrician: Comm & System Installer		
Lake	Electrician: Comm & System Installer		
Lassen	Electrician: Inside Wireman		
Los Angeles	Project-by-Project Basis	Electrician: Comm & System Installer	
Madera	Electrician: Comm & System Installer		
Marin	Electrician: Comm & System Installer		
Mariposa	Electrician: Inside Wireman		
Mendocino	Electrician: Comm & System Installer		
Merced	Electrician: Inside Wireman		
Modoc	Project-by-Project Basis		
Mono	Electrician: Comm & System Installer		
Monterey	Electrician: Comm & System Installer <sup>a</sup>		
Napa	Project-by-Project Basis		
Nevada	Electrician: Inside Wireman		
Orange	Project-by-Project Basis	Electrician: Comm & System Installer	
Placer	Electrician: Inside Wireman		
Plumas	Electrician: Inside Wireman		
Riverside	Project-by-Project Basis		
Sacramento	Electrician: Inside Wireman		
San Benito	Electrician: Comm & System Installer <sup>a</sup>		
San Bernardino	Electrician: Comm & System Installer		
San Diego	Electrician: Comm & System Installer	Electrician: Sound & Signal Tech	Electrician: Soundman <sup>b</sup>
San Francisco	Electrician: Comm & System Installer		
San Joaquin	Project-by-Project Basis		
San Luis Obispo	Electrician: Inside Wireman		
San Mateo	Project-by-Project Basis		
Santa Barbara	Electrician: Comm & System Installer		
Santa Clara	Electrician: Comm & System Installer		
Santa Cruz	Electrician: Comm & System Installer <sup>a</sup>		
Shasta	Electrician: Inside Wireman		
Sierra	Electrician: Inside Wireman		
Siskiyou	Project-by-Project Basis		
Solano	Project-by-Project Basis		
Sonoma	Electrician: Comm & System Installer		
Stanislaus	Electrician: Inside Wireman		
Sutter	Electrician: Inside Wireman		
Tehama	Electrician: Inside Wireman		
Trinity	Electrician: Inside Wireman		
Tulare	Electrician: Comm & System Installer		
Tuolumne	Electrician: Inside Wireman		
Ventura	Electrician: Comm & System Installer		
Yolo	Electrician: Inside Wireman		
Yuba	Electrician: Inside Wireman		

NOTES:

- <sup>a</sup> 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.
- <sup>b</sup> 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.
- <sup>c</sup> 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

COUNTY	Effective Date of Rates <sup>a</sup>			
	7/7/2002 - 3/14/2003	3/15/2003 - 3/5/2004	3/6/2004 - 11/19/2005	11/20/2005 - Present
Alameda	Project-by-Project Basis			
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 Installer		
Del Norte	Electrician: Inside Wireman			
El Dorado	Electrician: Inside Wireman			
Fresno	Electrician: Inside Wireman <sup>a</sup>			
Glenn	Electrician: Inside Wireman			
Humboldt	Electrician: Inside Wireman			
Imperial	Electrician: Inside Wireman	Electrician: Sound & Signal Tech	Electrician: Soundman <sup>c</sup>	
Inyo	Electrician: Inside Wireman			
Kern	Electrician: Inside Wireman			
Kings	Electrician: Inside Wireman <sup>a</sup>			
Lake	Electrician: Inside Wireman			
Lassen	Electrician: Inside Wireman			
Los Angeles	Electrician: Inside Wireman			Electrician: Comm & System Installer <sup>d</sup>
Madera	Electrician: Inside Wireman <sup>a</sup>			
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 <sup>b</sup>			
Napa	Project-by-Project Basis			
Nevada	Electrician: Inside Wireman			
Orange	Project-by-Project Basis	Electrician: Comm & System Installer		
Placer	Electrician: Inside Wireman			
Plumas	Electrician: Inside Wireman			
Riverside	Electrician: Inside Wireman			
Sacramento	Electrician: Inside Wireman			
San Benito	Electrician: Inside Wireman <sup>b</sup>			
San Bernardino	Electrician: Inside Wireman			
San Diego	Electrician: Inside Wireman	Electrician: Sound & Signal Tech	Electrician: Soundman <sup>c</sup>	
San Francisco	Electrician: Inside Wireman			
San Joaquin	Project-by-Project Basis			
San Luis Obispo	Electrician: Inside Wireman			
San Mateo	Project-by-Project Basis			
Santa Barbara	Electrician: Inside Wireman			
Santa Clara	Electrician: Inside Wireman	Electrician: Comm & System Installer		
Santa Cruz	Electrician: Inside Wireman <sup>b</sup>			
Shasta	Electrician: Inside Wireman			
Sierra	Electrician: Inside Wireman			
Siskiyou	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 <sup>a</sup>			
Tuolumne	Electrician: Inside Wireman			
Ventura	Electrician: Inside Wireman			
Yolo	Electrician: Inside Wireman			
Yuba	Electrician: Inside Wireman			

NOTES:

- <sup>a</sup> 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.
- <sup>b</sup> 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.
- <sup>c</sup> 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.
- <sup>d</sup> The rates for the craft(s)/classification(s) of Electrician: Comm & System Tech and Electrician: Sound Electrician also apply.
- <sup>e</sup> 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, 9<sup>th</sup> 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 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.

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

Arnold Schwarzenegger, *Governor*

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



February 22, 2007

**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  
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San Francisco, CA 94142-0603



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.

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director

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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  
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MAILING ADDRESS:  
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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  
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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, 9<sup>th</sup> Floor  
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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>.

**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 thereof submitted and consisting of

\_\_\_\_\_ are the originals or true, full and correct copies  
(Description, no. of pages)

of the originals.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
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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-the-site 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
- b.) end dumps
- c.) transfers
- d.) side dumps

DEPARTMENT OF INDUSTRIAL RELATIONS  
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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 not 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 only 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.

## DEPARTMENT OF INDUSTRIAL RELATIONS

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San Francisco, CA 94142-0603



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 <http://www.dir.ca.gov/DLSR/PWD/Statewide.html> on or after March 4, 2009, or contact the Prevailing Wage Unit at (415) 703-4774.

DEPARTMENT OF INDUSTRIAL RELATIONS  
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455 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603  
San Francisco CA 94142-0603



August 22, 2009

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR  
THE SOUTHERN CALIFORNIA LABORERS'  
GENERAL PREVAILING 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

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August 22, 2009

**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 **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

**Group 1**

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

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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 **SHALL NOT** be applied or used on public works projects for the associated type of work.

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

projects: Classifications

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

Types of Work

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

\* This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33-2009-1), 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  
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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR  
THE SOUTHERN CALIFORNIA IRON WORKERS'  
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 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.

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR  
THE SOUTHERN CALIFORNIA LABORERS'  
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 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  
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February 22, 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 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, 10<sup>th</sup> 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 SOUTHERN CALIFORNIA TEAMSTERS'  
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 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 not published 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, 10<sup>th</sup> 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 LABORERS'  
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 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.

DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR  
455 Golden Gate Avenue, 10<sup>th</sup> 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 LABORERS'  
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 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) **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, 10<sup>th</sup> 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 SOUTHERN CALIFORNIA PLUMBERS'  
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-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.

DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR  
455 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603  
San Francisco CA 94142-0603



February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR  
THE LOS ANGELES GLAZIERS'  
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 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) **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, 10<sup>th</sup> 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 GLAZIERS'  
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 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, 10<sup>th</sup> 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 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 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, 9<sup>th</sup> Floor  
San Francisco, CA 94102

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.

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



July 26, 2010

**IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES  
REGARDING A CORRECTION IN THE FEBRUARY 22, 2010  
“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, 10<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



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 DIRECTOR455 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603  
San Francisco 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, 10<sup>th</sup> 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 **SHALL NOT** be applied or used on public works projects for the associated type of work.

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

projects: Classifications

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

Types of Work

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

\* This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33), 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, 10<sup>th</sup> Floor  
San Francisco, CA 94102

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 **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

**Group 1**

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, 10<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



September 1, 2011

**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 **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

**Group I**

Batch Plant Laborer

**Group III**

Tunnel Concrete Finisher

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director - Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

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.

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, 17<sup>th</sup> Floor  
Oakland, CA 94612  
Tel: (415) 703-5050 Fax: (415) 703-5059/8

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, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



March 4, 2014

**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 July 1, 2014, the minimum wage in California is nine dollars (\$9.00) per hour. Effective January 1, 2016, the minimum wage in California is ten dollars (\$10.00) 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  
Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



March 4, 2015

**IMPORTANT NOTICE TO 2015-1 CD RECIPIENTS, AWARDING BODIES,  
AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO  
THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**CRAFT/CLASSIFICATION:** Painter: Taper

**DETERMINATIONS:** KIN-2015-1, MAD-2015-1, and TUL-2015-1

**LOCALITIES:** All localities within Kings, Madera, and Tulare Counties.

*The link to the contract provision for travel and subsistence published in the 2015-1 CD for the above referenced counties are inaccessible or cannot be opened.*

To access the travel and subsistence provision, please visit our website @ <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm> or contact the Office of the Director – Research Unit @ 415-703-4774.

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director – Research Unit  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



March 4, 2015

**IMPORTANT NOTICE  
TO AWARDING BODIES AND OTHER INTERESTED PARTIES  
REGARDING THE CRAFT/CLASSIFICATION OF ELECTRICIAN/SOUNDMAN**

**Determination:** IMP-2015-1 and SDI-2015-1**Craft/Classification:** Electrician: Soundman (all shifts)**Locality:** Imperial and San Diego Counties

The craft/classification of Electrician: Soundman has been deleted from the 2014 - 2019 Sound Agreement by IBEW Local 569 and San Diego Chapter, NECA. Therefore, there is no longer a basis for the Department of Industrial Relations to recognize the Soundman classification in General Prevailing Wage Determinations IMP-2015-1 in Imperial County and SDI-2015-1 in San Diego County. The Soundman classification has been deleted from the above referenced determinations and will no longer be in effect for public works projects advertised for bids on or after March 4, 2015.

This notice also updates the two tables that were issued with the important notice dated November 22, 2005, regarding the applicable rate of pay for work involving the installation of burglar and fire alarms. Effective for projects advertised for bids on or after March 4, 2015 in Imperial and San Diego Counties, the minimum rate of pay for **burglar alarm** and **fire alarm** installation would be that of the craft/classification of Electrician: Sound and 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 craft/classifications referenced above. The scope of work for each classification is posted on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. This information may also be requested from the Office of the Director – Research Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771, or by writing to:

California Department of Industrial Relations  
Office of the Director – Research Unit  
P.O. Box 420603  
San Francisco, CA 94142

DEPARTMENT OF INDUSTRIAL RELATIONS  
 Office of the Director – Research Unit  
 455 Golden Gate Avenue, 9<sup>th</sup> Floor  
 San Francisco, CA 94102

MAILING ADDRESS:  
 P. O. Box 420603  
 San Francisco, CA 94142-0603



March 13, 2015

**IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR’S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Party:

**CRAFT:** Field Surveyor

**CLASSIFICATION:** Chief of Party, Instrumentman, Chainman/Rodman (Night Shift)

**DETERMINATION:** ALA-2015-1, COL-2015-1, CON-2015-1, DEL-2015-1, ELD-2015-1, FRE-2015-1, HUM-2015-1, MAD-2015-1, MAR-2015-1, MAP-2015-1, MER-2015-1, MTY-2015-1, NAP-2015-1, PLA-2015-1, SAC-2015-1, SBE-2015-1, SFR-2015-1, SJO-2015-1, SMA-2015-1, STC-2015-1, STZ-2015-1, SHA-2015-1, SIS-2015-1, SOL-2015-1, SON-2015-1, STA-2015-1, TRI-2015-1, TUL-2015-1, TUO-2015-1, and YOL-2015-1

**LOCALITY:** In all localities within Alameda, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Humboldt, Madera, Marin, Mariposa, Merced, Monterey, Napa, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Trinity, Tulare, Tuolumne, and Yolo Counties

The Daily, Saturday, Sunday and Holiday overtime hourly rates for the night shift are incorrect for the classifications of Chief of Party, Instrumentman, and Chainman/Rodman in the above referenced prevailing wage determinations.

The correct overtime hourly rates for the night shift should be as follows:

Classification	Overtime Hourly Rate for Night Shift		
	Daily	Saturday	Sunday/Holiday
Chief of Party	\$85.11	\$85.11	\$104.15
Instrumentman	\$80.48	\$80.48	\$97.97
Chainman/Rodman	\$76.16	\$76.16	\$92.21

With the exception of these corrections 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, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



March 19, 2015

**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/CLASSIFICATION:** Terrazzo Finisher  
**DETERMINATION:** SD-31-741-1-2014-1  
**LOCALITY:** San Diego County

The Basic Hourly Rate published for the Terrazzo Finisher craft/classification in the above referenced determination that was issued on August 22, 2014 is incorrect.

The correct Basic Hourly Rate should be \$30.02, instead of \$29.70.

With the exception of this correction, all of the wage rates and other conditions found in the above referenced determination 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

**COLLECTIVE BARGAINING AGREEMENT**

**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 1<sup>st</sup> 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**

- 1.1 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**

- 3.1 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 (31<sup>st</sup>) 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 .

- 3.2 For purposes of this section only, tender of the initiation fees not later than the thirty-first (31<sup>st</sup>) 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.

3.3

(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.

(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.

3.4

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.

3.5

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.

3.6

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.

- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 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 (25<sup>th</sup>) 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.
- 3.12 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.
- 3.13 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.

## **SECTION 4 VISITS BY UNION REPRESENTATIVES**

- 4.1 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.
- 4.2 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**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.

- 5.5 The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.
- 5.6 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.
- 5.7 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 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.
- 6.2 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.
- 6.3 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 ½) hours within not more than eight and one-half (8 ½) hours shall constitute a day's work. A week's work shall consist of thirty-seven and one-half (37 ½) hours divided into five (5) consecutive seven and one-half (7 ½) hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half (7 ½) hours per day within eight and one-half (8 ½) hours or thirty-seven and one half (37 ½) hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half (1 ½) for such excess.

7.2 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.

7.3 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

8.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## 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, 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, 2016.

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 August 1, 2013

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.175	\$15.130	\$17.095	\$19.050

#### Effective August 1, 2014

0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.315	\$15.290	\$17.275	\$19.250

#### Effective 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

RECYCLING COORDINATOR: See Letter of Understanding #2

- 8.3 Part-time employees shall be paid as follows for a call of 2 hours or less...two (2) hours straight time pay. For a call of more than two (2) hours...pay 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.

8.11 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.

8.12 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.

8.13 **Restroom Attendant Pay**

Full-time, fully dedicated restroom attendants will be paid an additional \$.05 per hour effective 8/1/2015

**SECTION 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 for any payments will be determined by mutual agreement between the Union and the Employer.

## SECTION 10 VACATIONS

- 10.1 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 more 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.

## SECTION 11 HOLIDAYS

- 11.1 The following days shall be observed as holidays:
- |                  |                         |
|------------------|-------------------------|
| New Year's Day   | Martin Luther King Day  |
| President's Day  | *Day After Thanksgiving |
| Memorial Day     | Thanksgiving Day        |
| Independence Day | Christmas Day           |
| Labor Day        | Employee's Birthday     |

- 11.2 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.

- 11.3 Floating Holiday: The Employer shall have the right to 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.

- 11.4 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 two (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.

- 11.5 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.

11.6 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.

11.7 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**

12.1 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 ½) 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 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 9/01/12 employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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 entirety with respect to employees covered by this agreement.

## **SECTION 13 BEREAVEMENT LEAVE**

- 13.1 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**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

- 14.5 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 .
- 14.6 The Employer shall notify the Union when an Employee is granted a leave of absence.

#### **SECTION 15 GROUP INSURANCE**

- 15.1 Group insurance shall be as set forth in Exhibit "B", which is attached hereto and made a part thereof.

#### **SECTION 16 PENSION PLAN**

- 16.1 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, 2012, \$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 contributions per 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.

- 16.2 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.
- 16.3 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.
- 16.4 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.

- 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.

## SECTION 19 DISCIPLINE

- 19.1 The Employer shall have the right to discharge or discipline any employee for just cause.
- 19.2 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

- 20.1 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.
- 20.2 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 forth the facts constituting the alleged grievance.
- 20.3 **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.

20.3 **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.

20.4 **STEP 3 Board of Adjustment** 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.

20.5 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.

20.6 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.

20.7 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.

20.6 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.

20.7 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.

20.8 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.

20.9 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.

20.10 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.

## **SECTION 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.

## **SECTION 22 MANAGEMENT RIGHTS**

- 22.1 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**

- 23.1 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.
- 23.2 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.
- 23.3 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 have no further obligation to hold a bargaining unit member's position.
- 23.4 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.
- 23.5 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.

23.6 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**

24.2 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**

25.1 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 (7 1/2) 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.

25.2 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.

## **SECTION 27 New Work and Contracts**

- 27.1 The Employer shall notify the Union, in writing, of any new job where the daily work consists of seven and one-half (7 ½) 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 employs 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<sup>th</sup>) 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.
- 29.2 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.
- 29.3 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**

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 32.2 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.
- 32.3 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 33 TERM OF AGREEMENT**

33.1 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: 1/30/2013

SAN FRANCISCO MAINTENANCE  
CONTRACTORS ASSOCIATION

James Beaud

DATED: 1/30/2013

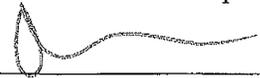
SEIU LOCAL 87  
SERVICE EMPLOYEES  
INTERNATIONAL UNION

[Signature]

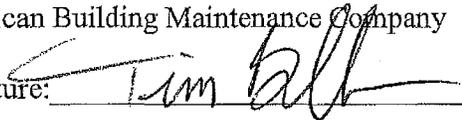
EXHIBIT A

MEMBERS OF THE SAN FRANCISCO MAINTENANCE CONTRACTORS

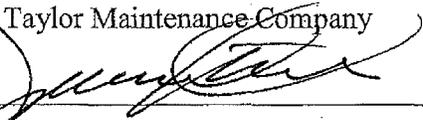
1. Able Building Maintenance Company

Signature:  Date: 1-30-2013

2. American Building Maintenance Company

Signature:  Date: 1/29/13

3. Lewis and Taylor Maintenance Company

Signature:  Date: 1-22-13

4. Genesis Building Services

Signature:  Date: 1/22/13

5. Clean-A-Rama Building Maintenance

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 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.

- B. 1 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.

- B.2 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.
- B.3 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.

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.

- B.4 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.
- B.5 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.
- B.6 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.

**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.

- C.1 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.
- C.2 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.
- C.3 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.4 (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

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.

- C.5 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.
- C.6 The employer will notify the union when there is a permanent open position in the day porter classification.
- C.7 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.
- C.8 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.
- C.9 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:

- 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.

- C.10 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.
- C.11 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.
- C.12 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.
- C. 14 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.
- C.15 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

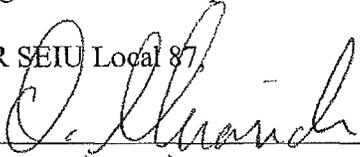
employee from the C List. The contractor will notify the union if the "tag" will exceed more than one month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform 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**

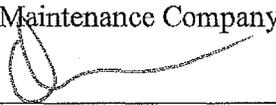
City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR SEIU Local 87

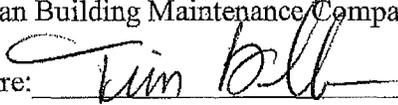
By: 

Date: 1/30/2013

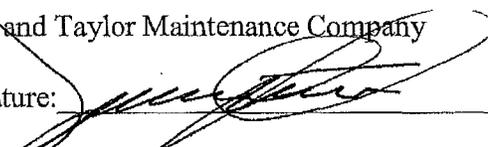
Able Building Maintenance Company

Signature: 

American Building Maintenance Company

Signature: 

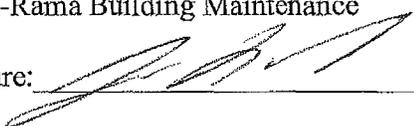
Lewis and Taylor Maintenance Company

Signature: 

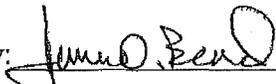
Genesis Building Services

Signature: 

Clean-A-Rama Building Maintenance

Signature: 

FOR the Contractors,

By: 

Date: 1/30/2013

Date: 1-30-2013

Date: 1/29/13

Date: 1-22-13

Date: 1/22/13

Date: 1/31/13

LETTER OF UNDERSTANDING  
BACKGROUND CHECKS

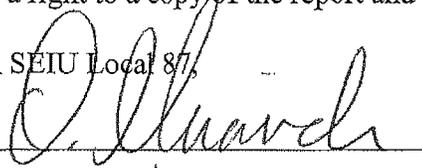
At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect 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.

FOR SEIU Local 87,

By: 

Date: 1/30/2013

Able Building Maintenance Company

Signature: 

FOR the Contractors,

By: 

Date: 1/30/2013

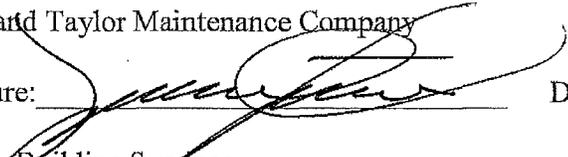
Date: 1-30-2013

American Building Maintenance Company

Signature: 

Date: 1/29/13

Lewis and Taylor Maintenance Company

Signature: 

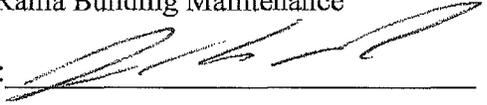
Date: 1-22-13

Genesis Building Services

Signature: 

Date: 1/22/13

Clean-A-Rama Building Maintenance

Signature: 

Date: 1/31/13

## 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. RECYCLING 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

## Attachment 6

### Prevailing Wage Determination

Agreement between San Francisco  
Maintenance Contractors Association  
and Service Employees International  
Union, Local No. 87

## **WINDOW CLEANERS AGREEMENT**

**April 1, ~~2013~~ 2014 to March 31, ~~2014~~ 2017**

**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 1<sup>st</sup> day of April, ~~2013~~ **2014** 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) Union Membership: 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. Check-off 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 (31<sup>st</sup>) day following the date of employment or not later than the thirty-first (31<sup>st</sup>) 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.

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**CONTRACT DRAFT 08/26/14**

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 squeegees.

- (b) Hiring: 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) Probation period: There shall be a ~~forty five (45)~~ **sixty (60)** 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)~~ **sixty (60)** working days for one Employer.

During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

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**CONTRACT DRAFT 08/26/14**

**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 ½) consecutive hours segregated into five (5) working days of seven and one-half (7 ½) 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 11:30 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

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**CONTRACT DRAFT 08/26/14**

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 ½) 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 ½) 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 ½) after seven and one half (7 ½ ) 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

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**CONTRACT DRAFT 08/26/14**

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   | Veteran's Day          |
| Presidents' Day  | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Day          |
| Labor 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

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**CONTRACT DRAFT 08/26/14**

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><u>August 1, 2014</u></b>	<b><u>April 1, 2015</u></b>	<b><u>April 1, 2016</u></b>
<b>Base</b>	<b>\$21.15</b>	<b>\$21.65</b>	<b>\$22.25</b>
<b>Scaffold/Bos'n Chair</b>	<b>\$22.61</b>	<b>\$23.11</b>	<b>\$23.71</b>

(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.

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**CONTRACT DRAFT 08/26/14**

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 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:

	<u>Start</u>	<u>After 975</u> <u>hours worked</u>	<u>After 1950</u> <u>hours worked</u>	<u>After 2925</u> <u>hours worked</u>
<b>Effective 8/1/14</b>				
Base:	\$13.50	\$14.50	\$15.50	\$17.45
Scaffold/Bos'n Chair:	\$15.00	\$16.00	\$17.00	\$18.91
<b>Effective 4/1/15</b>				
Base:	\$14.00	\$15.00	\$16.00	\$17.95
Scaffold/Bos'n Chair:	\$15.50	\$16.50	\$17.50	\$19.41
<b>Effective 4/1/16</b>				
Base:	\$14.60	\$15.60	\$16.60	\$17.55
Scaffold/Bos'n Chair:	\$15.10	\$17.10	\$18.10	\$20.01

	<u>Start</u>	<u>After</u> <u>975</u> <u>hours</u> <u>worked</u>	<u>After</u> <u>1950</u> <u>hours</u> <u>worked</u>	<u>After</u> <u>2925</u> <u>hours</u> <u>worked</u>
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Effective 4/1/13

Base:	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50
	\$16.95	\$17.45				
Scaffold/Bos'n Chair:	\$14.50	\$15.50	\$16.50	\$18.41		

Journeyman rates paid: after 3900 hours worked

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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 ½) hours per day or more than thirty-seven and one-half (37 ½) 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

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Employees Trust Fund for eligible employees and dependents. The cost of the current Plan, as of April 1, 2013 ~~2014~~ is ~~\$1303.47~~ **\$1360.75** per month.

3. Between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) 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

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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.

**9. If future regulations are passed that render this section as non-compliant with the ACA, the parties agree to reopen this section in order to bring it into compliance.**

**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~~ **2014**, based on March, ~~2013~~ **2014** 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 **the** contribution amount of \$2.14 per hour **is 48.3% in 2014, 59.8% in 2015, 72.1% in 2016, and 85.5% in 2017.**

**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

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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 (1<sup>st</sup>) full workday's absence, no pay except where the employee is hospitalized on such first (1<sup>st</sup>) 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.

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

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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.

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 (1<sup>st</sup>) 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**

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(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 ½) hours per week. The contractor's 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 Employer 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 transportation expense 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 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.

**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**

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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

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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.

**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 ½) 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.

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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<sup>nd</sup>) 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<sup>nd</sup>) pay check received by such employee during the second (2<sup>nd</sup>) month of their employment.

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(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.

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(e) Alcohol and Drug Testing:

- 1) **Purpose.** 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) **Definitions.** 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, opiates, 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.;

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- 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 1/2 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.

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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.

- f) 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**

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- (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.

**SECTION 27. TERM OF AGREEMENT**

This Agreement shall become effective as of April 1, ~~2013~~ **2014** and shall remain in effect until March 31, ~~2014~~ **2017**, 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~~ **2017** of its desire to change or terminate said agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ **2013 2014.**

FOR THE SAN FRANCISCO  
WINDOW CLEANING  
CONTRACTORS ASSOCIATION

By: \_\_\_\_\_  
James Beard

FOR THE WINDOW CLEANERS UNION  
SEIU USWW

By: \_\_\_\_\_  
Colin O'Leary  
Union Representative

By: \_\_\_\_\_  
Carlos Garza  
Able

By: \_\_\_\_\_  
Jose Garza  
Able

By: \_\_\_\_\_  
Mario Barragan  
Able

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joel Pineda  
CBM

By: \_\_\_\_\_

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Guillermo Rodriguez  
Glasstech

Date: \_\_\_\_\_

Signatory Window Cleaning Employers:

ABLE BUILDING MAINTENANCE  
CAPITAL BUILDING MAINTENANCE  
CENTURY WINDOW CLEANING  
DELTA WINDOW CLEANING  
ELITE WINDOW CLEANING, INC.  
GLASSTECH  
LEWIS & TAYLOR BUILDING MAINTENANCE

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**CONTRACT DRAFT 08/26/14**

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~~ **2014**, 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 amounts ~~is 37.6%~~ **are 48.3% in 2015, 59.8% in 2016 and 72.1% in 2016** 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,

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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: \_\_\_\_\_  
James Beard

By: \_\_\_\_\_  
Colin O'Leary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Type text]

**CONTRACT DRAFT 08/26/14**

**Letter of Understanding concerning the Affordable Care Act**

**By signing below the parties agree that if future regulations are passed or existing regulations are interpreted to mean that the parties may have an obligation to revise existing provisions as a result of the ACA, then the employer reserves the right to re-open the contract on all economic items.**

[Type text]

**CONTRACT DRAFT 08/26/14**

**WINDOW CLEANERS AGREEMENT – April 1, ~~2013~~ 2014 to March 31,  
~~2014~~ 2017**

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### Prevailing Wage Determination

Agreement between San Francisco  
Window Cleaning Contractors  
Association and Window Cleaners  
Union, SEIU Local 1877, AFL-CIO

# SAN FRANCISCO MASTER PARKING AGREEMENT

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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 30<sup>th</sup>, 2013.

All employees will be allowed up to ninety (90) days after June 30<sup>th</sup>, 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 or 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 (1<sup>st</sup>) 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

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 than 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	Thanksgiving Day
M.L. King, Jr. Birthday	Christmas Day
President's Day	Employee Birthday
Independence Day	Employee's Date of Hire
Memorial Day	
Labor Day	Two (2) Floating Holidays

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 pro-rata 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:

1. 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.
2. 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 ninety-six (96) hours of work in the preceding month of their employment.

3. 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.
5. 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.
6. 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.
8. 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.

## 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 Employment			
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:

	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
Class "B" Rate	\$16.00	\$16.50	\$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.

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.

	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
Residential Rate	\$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 straight-time 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:

<u>Ratio of Employees</u>	<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:

<u>Ratio of Employees</u>	<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.

## **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.

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.

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.

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.
3. 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.

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.
4. 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 driver's 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**

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:

For the Union:

**Mark Gleason**  
Secretary-Treasurer

**Ralph A. Miranda**  
President

**Michael Thompson**  
Business Representative

**David Rodriguez**  
Business Representative

For the Employers:

**Rod Howery**  
ABM Parking Services

**Jeff Ogle**  
IMPARK & IMCO

**Ed Simmons**  
Standard Parking & Central Parking

**Tim Leonoudakis**  
City Park

**Ron Britz**  
California Parking

**Behailu Mekbib**  
Pacific Park Management

**Kermit Kingsbury**  
Parking Concepts Inc.

**Kendra Petty**  
LAZ Parking of Calif.

**John Baumgardner**  
Ace Parking Mgt., Inc

**Tom Bechard**  
ProPark America

**Steven Douglas**  
Douglas Parking

**Jerry Lee**  
Portsmouth Sq. Garage

**Mark Norwicz**  
Encore Hospitality Services

**Judson Le Haye**  
Savoy Corporation

**Eric Chaves**  
Parking Company of America

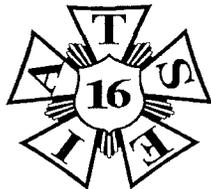
**Larry Rose**  
R&R Parking

Date of Ratification: December 6, 2012

## Attachment 8

### Prevailing Wage Determination

Project 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



**2015**

**PROJECT COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**CITY & COUNTY 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](http://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 **January 1, 2015** by and between **CITY & COUNTY 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**

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**

**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 contacted directly by the employer shall be listed on the call as "must be" and 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**

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.

**I. 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.

**J. MOSCONE CENTER EXHIBIT BOOTHS ONLY**

Except as stated below in this section, all conditions and rates as negotiated in this contract will apply. This section shall apply to all labor requests by show management or their authorized contractors and sub-contractors.

1. The work week will consist of Monday through Sunday.
2. Time and one half (1-1/2x) the base rate shall apply for all work performed on Saturdays and after 5pm on any day.
3. Double time (2x) the base rate shall apply for all work performed on Sundays.

### III. CONDITIONS

#### 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.
4. 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.

#### 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, or in provision III J.

#### 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 always apply except for the work described in paragraph III J:
  - 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 (6<sup>th</sup>) 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.

2. These conditions only 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 always apply, except for the work described in paragraph III J.
  - 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 only apply to general sessions, plenary sessions, key note addresses, theme parties and events with entertainment.
  - 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 (7<sup>th</sup>) 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**

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**

- 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.

**L. HOLIDAYS**

- 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 and a half percent (15.5%) 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 and a half percent (15.5%) 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**

- 1. 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 project-by-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.
  - b. 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**

- 1. 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**

- 1. 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.

**L. 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 settled if at all possible. The decision, if any, of such representatives 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's name from the panel until such time as one Arbitrator is left, and the remaining 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 Arbitrator's 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**

## IX. RATE SCHEDULE

### A. Minimum hourly rates of compensation for work performed as described.

		1/1/2013 to 6/30/2013	7/1/2013 to 12/31/2013	1/1/2014 to 6/30/2014	7/1/2014 to 12/31/2014	1/1/2015 to 6/30/2015
General AV and C3 computer technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate	33.94	34.28	34.28	34.62	34.62
	Over Time	50.91	51.42	51.42	51.93	51.93
	Double Time	67.88	68.55	68.55	69.24	69.24
Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment.	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate	40.22	40.62	40.62	41.03	41.03
	Over Time	60.33	60.94	60.94	61.55	61.55
	Double Time	80.44	81.25	81.25	82.06	82.06
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, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities.	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate	43.26	43.70	43.70	44.13	44.13
	Over Time	64.90	65.54	65.54	66.20	66.20
	Double Time	86.53	87.39	87.39	88.27	88.27
Department Heads	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate	48.31	48.79	48.79	49.28	49.28
	Over Time	72.46	73.18	73.18	73.92	73.92
	Double Time	96.61	97.58	97.58	98.56	98.56
<b><u>ETCP Certified Rigger and Electrician (Head of Dept Rate plus \$2.00)</u></b>	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate	50.31	50.79	50.79	51.28	51.28

### A. Show Call Rates - Commercial, Industrial and Product Demonstration Shows

		1/1/2013 to 6/30/2013	7/1/2013 to 12/31/2013	1/1/2014 to 6/30/2014	7/1/2014 to 12/31/2014	1/1/2015 to 6/30/2015
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.	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Show Call	185.86	187.72	187.72	189.60	189.60
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Show Call	201.36	203.37	203.37	205.40	205.40
Department Heads	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Show Call	221.50	223.72	223.72	225.95	225.95

**X. LENGTH OF AGREEMENT**

This agreement shall be in full force and effect from January 1, 2015 through the end of this project date (which shall be no later than June 30, 2015).

**XI. SIGNATURES**

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
Date  
Authorized Agent  
City & County Of San Francisco

\_\_\_\_\_  
Date  
Steve Lutge  
Business Agent-Secretary  
Local 16, I.A.T.S.E.

\_\_\_\_\_  
Date  
Authorized Agent  
City & County Of San Francisco

\_\_\_\_\_  
Date  
James Beaumonte  
President  
Local 16, I.A.T.S.E.

/iatse-b-18  
2015JANTOJUNPROJECTDEC162014

## **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 millimeter 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 five and sixty two (\$295.62) 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.

**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**

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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

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  
Russell Milligan, 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:

Russell Milligan, 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.

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)

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**2013-2015**

**CARPENTERS TRUCK DRIVER AND MOVER AGREEMENT**

**For the 46 Northern California Counties**

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This AGREEMENT ("Agreement") made and entered into this 28<sup>th</sup> day of August, 2013, by and between Service West ("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

- (1) Every person performing work covered by this Agreement who is a member of the Union 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.

### **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.

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, filing 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:

Effective September 1, 2013

	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, 2014

	Health & Welfare	Annuity	Vacation	Work Fee
Area 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 (1 1/2x) 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**

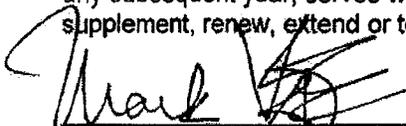
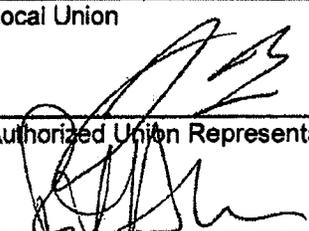
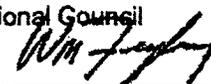
**13.01.00 Breaks and Rest Period**

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<sup>st</sup> 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<sup>st</sup> day of August 2015, or not more than (90) days nor less than sixty (60) days prior to the 31<sup>st</sup> day of August of any subsequent year, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

 Name & Title	Mark Vignola President 22	Local Union
Service West Company Name		 Authorized Union Representative
2054 Burroughs Ave. Company Address		Robert Alvarado, Executive Officer Northern California Carpenters Regional Council
San Leandro, CA 94577 Company City, State & Zip Code		 William Feyling, Executive Director Carpenters 46 Northern California Counties Conference Board
510-746-3700 Company Telephone Number		
510-568-1536 Company Fax Number		
mark@servicewest.com		

# 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

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.

**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.

**WAGE RATES:**

	1/1/12	7/1/13 COLA 3.0%-5.0%*	1/1/14 COLA 3.0%-5.0%*	1/1/15 COLA 3.0%-6.0%*	1/1/16 COLA 3.0%-6.0%*
Helper/Driver	39.01	COLA 40.18	COLA 41.39	COLA 42.63	COLA 43.91
Recycling Collector	39.01	Adjust to Fan 3 Wage w COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Commercial Driver	41.00	COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Route Leadperson Fantastic 3	41.00	COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Shop Foreperson	44.10	COLA 45.42	COLA 46.79	COLA 48.18	COLA 49.63
Assistant Shop Foreperson	42.64	COLA 43.92	COLA 45.24	COLA 46.59	COLA 47.99
Mechanic/Truck Welder	42.00	COLA 43.26	COLA 44.56	COLA 45.89	COLA 47.27

	1/1/12	7/1/13 COLA 3.0%-5.0%*	1/1/14 COLA 3.0%-5.0%*	1/1/15 COLA 3.0%-6.0%*	1/1/16 COLA 3.0%-6.0%*
Shop Person	39.36	COLA 40.54	COLA 41.76	COLA 43.01	COLA 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) New Hire Addendum

All employees who have completed six full months of employment as of January 1, 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 <sup>rd</sup> 12 months of employment	90% of hourly wage
After completion of 36 months	100% of hourly wage

(f) Mechanic Certifications

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.

- 1<sup>st</sup> Level: Diesel Engine Certification 5%
- 2<sup>nd</sup> Level: Certified Master Technician T3, T4, T5, T6 & T8 5%

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.

(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) Straight Time Hours

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) Overtime

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) times 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) Saturday and Sunday Work

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

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	Employee's Birthday
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Cinco de Mayo	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	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.

(d) If an employee's birthday falls on a regular working day for that employee, the 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 employments; 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;

(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

(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 pro rata 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) Health and Welfare. 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.

(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) Supplemental Payment. The Employers shall pay \$75.00 per week to each employee who is off work on account of illness or injury; provided, however, that there shall be no payment for the first two (2) weeks of absence.

(d) Retiree Health Plan. 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 65<sup>th</sup> 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) Pension Plan. 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 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) Rule of 84 Retirement. 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 Teamsters Benefit Trust's RSP and 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, mother-in-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) Packing Can: 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) Rain Gear: 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) Uniforms: 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) Work Boots: 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 footwear.

(e) Safety Equipment: 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) Hand Tools and Insurance: 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) Gloves: The Employers will furnish fifteen (15) pairs of working gloves per year to route employees.

(h) No Cash Allowance: 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) Disputes: 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) FMCS: 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 post-marked date will be the date upon which service is effective.

(c) Arbitration: 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) Selection of Arbitrator: 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) Cost of Arbitration: 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) No Interruption of Work: 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

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) Separate Seniority: 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 Collection Departments 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) Attainment of Seniority: 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) Application of Seniority: 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) Seniority List: 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) Re-Hire Procedure: In the event of a layoff, an employee so laid off shall be restored to duty according to seniority.

(g) Filling All Positions: 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) Vacancies: 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) Temporary Vacancies: 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) Job Seniority in Reassignment: 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) Reduction in force protection: 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.

(l) Removal of routes: 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 route then he/she will be assigned to the floater department. Any option 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. Helper/Driver: 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. Shop Person: 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.

3. Mechanic/Truck Welder: 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. Commercial Driver: Drives drop-box, front-end loader, long-haul equipment, bin-truck, 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. Route Leadperson/Fantastic 3: 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. Shop Foreperson: 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. Assistant Shop Foreman: The Assistant Foreperson helps the Foreperson in his daily duties and takes over for him in his absence.

8. Recycling Collector: 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

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 1<sup>st</sup> or April 1<sup>st</sup> 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 1. 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 350**

By: \_\_\_\_\_  
Robert Morales  
Secretary-Treasurer

**FOR EMPLOYERS:**

**RECOLOGY GOLDEN GATE DISPOSAL  
COMPANY and RECOLOGY SUNSET  
SCAVENGER COMPANY**

By: \_\_\_\_\_  
John Legnitto  
Vice President and Group General  
Manager

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**

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

**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**

By: \_\_\_\_\_

John Legnitto  
Vice President and Group General  
Manager

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: 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**

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

**Summary of Attachment 5: Janitorial Services**

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 Attachment 5 for complete information on wages and fringe benefits.

Craft (Journey Level)	EMPLOYER PAYMENTS							STRAIGHT-TIME			OVERTIME		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation D (2 wk after 1 yr., 3 wk after 5 yrs, 4 wk after 12 yrs)	Holidays F (10 / year)	Sick Days G (6 / year accrued)	Hours	H Hourly Rate	H 1.5 X	G 2x			
Number of hours worked for any employer in the industry since June 1, 1983													
0-1950	A \$ 13.315	B \$1,068.12 / month	C \$ 1.705	n/a	\$ 0.512	\$ 0.307	7.50	H \$ 15.84	+ Monthly Health Trust	H \$ 22.50	+ Monthly Health Trust	H \$ 29.15	+ Monthly Health Trust
1951-3900	A \$ 15.450	B \$1,068.12 / month	C \$ 1.705	\$ 0.594	\$ 0.594	\$ 0.357	7.50	H \$ 18.70	Health Trust	H \$ 26.43	Health Trust	H \$ 34.15	Health Trust
3901-4850	A \$ 17.455	B \$1,333.85 / month	C \$ 1.705	\$ 0.671	\$ 0.671	\$ 0.403	7.50	H \$ 20.91	Fund payment	H \$ 29.63	Fund payment	H \$ 38.36	Fund payment
Over 4850	A \$ 19.450	B \$1,333.85 / month	C \$ 1.705	E \$ 1.122	\$ 0.748	\$ 0.449	7.50	H, I \$ 23.47	payment	H, I \$ 33.20	payment	H, I \$ 42.92	payment

**Forepersons with 10 or fewer employees**

Number of hours worked for any employer in the industry since June 1, 1983

0-1950	A \$ 13.815	B \$1,068.12 / month	C \$ 1.705	n/a	\$ 0.531	\$ 0.319	7.50	H \$ 16.37	+ Monthly Health Trust	H \$ 23.28	+ Monthly Health Trust	H \$ 30.19	+ Monthly Health Trust
1951-3900	A \$ 15.950	B \$1,068.12 / month	C \$ 1.705	\$ 0.613	\$ 0.613	\$ 0.368	7.50	H \$ 19.25	Health Trust	H \$ 27.23	Health Trust	H \$ 35.20	Health Trust
3901-4850	A \$ 17.955	B \$1,333.85 / month	C \$ 1.705	\$ 0.691	\$ 0.691	\$ 0.414	7.50	H \$ 21.46	Fund payment	H \$ 30.43	Fund payment	H \$ 39.41	Fund payment
Over 4850	A \$ 19.950	B \$1,333.85 / month	C \$ 1.705	E \$ 1.151	\$ 0.767	\$ 0.460	7.50	H, I \$ 24.03	payment	H, I \$ 34.01	payment	H, I \$ 43.98	payment

**Forepersons with more than 10 employees**

Number of hours worked for any employer in the industry since June 1, 1983

0-1950	A \$ 14.065	B \$1,068.12 / month	C \$ 1.705	n/a	\$ 0.541	\$ 0.325	7.50	H \$ 16.64	+ Monthly Health Trust	H \$ 23.67	+ Monthly Health Trust	H \$ 30.70	+ Monthly Health Trust
1951-3900	A \$ 16.200	B \$1,068.12 / month	C \$ 1.705	\$ 0.623	\$ 0.623	\$ 0.374	7.50	H \$ 19.53	Health Trust	H \$ 27.63	Health Trust	H \$ 35.73	Health Trust
3901-4850	A \$ 18.205	B \$1,333.85 / month	C \$ 1.705	\$ 0.700	\$ 0.700	\$ 0.420	7.50	H \$ 21.73	Fund payment	H \$ 30.83	Fund payment	H \$ 39.94	Fund payment
Over 4850	A \$ 20.200	B \$1,333.85 / month	C \$ 1.705	E \$ 1.165	\$ 0.777	\$ 0.466	7.50	H, I \$ 24.31	payment	H, I \$ 34.41	payment	H, I \$ 44.51	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 2014. 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 above). 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  
ESPAÑOL: (866) 239-0368

## MEMORANDUM

DATE: March 2014

TO: ABLE BUILDING MAINTENANCE - SF BUILDINGS; Account No.  
102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2014 hours/April 2014  
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 2014 hours, payable in April 2014. 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:

C26A	\$1275.15
------	-----------

The new contribution rate effective with March 2014 hours, due April 10, 2014 is:

C26A	\$1333.85
------	-----------

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



# GENERAL EMPLOYEES TRUST FUND

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593  
ESPAÑOL: (866) 239-0368

## MEMORANDUM

DATE: March 2014

TO: ABLE BUILDING MAINTENANCE - SF BUILDINGS; Account No. 102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2014 hours/April 2014 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 2014 hours, payable in April 2014. 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:

C26B	\$947.57
------	----------

The new contribution rate effective with March 2014 hours, due April 10, 2014 is:

C26B	\$1068.12
------	-----------

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

**Summary of Attachment 6: 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, 2014 to March 31, 2017 (Attachment 7). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Attachment 6 for complete information on wages and fringe benefits.

Craft (Journey Level)	A	EMPLOYER PAYMENTS						STRAIGHT-TIME			OVERTIME			
		Basic Hourly Rate	B Health and Welfare	Pension	C Vacation (varies, w/ increases at year 1, 3, 5, & 12)	D Holidays (10 / year)	Sick & Funeral Leave (5 days / year)	Hours	Total Hourly Rate	G	1.5 X	G	2x	
Base	A	\$ 21.65	B \$1,360.75 / month	\$ 3.42	C \$ 1.25	\$ 0.83	\$ 0.42	7.5	E, F \$ 27.57	+ Monthly health & welfare payment	E, F \$ 38.39	+ Monthly health & welfare payment	E, F \$ 49.22	+ Monthly health & welfare payment
Leadman Base	A	\$ 22.90	B \$1,360.75 / month	\$ 3.42	C \$ 1.32	\$ 0.88	\$ 0.44	7.5	E, F \$ 28.96		E, F \$ 40.41		E, F \$ 51.86	
Scaffold / Bos'n Chair	A	\$ 23.11	B \$1,360.75 / month	\$ 3.42	C \$ 1.33	\$ 0.89	\$ 0.44	7.5	E, F \$ 29.20		E, F \$ 40.75		E, F \$ 52.31	
Leadman Scaffold / Bos'n Chair	A	\$ 24.36	B \$1,360.75 / month	\$ 3.42	C \$ 1.41	\$ 0.94	\$ 0.47	7.5	E, F \$ 30.59		E, F \$ 42.77		E, F \$ 54.95	

**Footnotes**

A. This table shows wage rates as of April 1, 2015.

B. The Health and Welfare payment is paid in addition to the total hourly wage rate. This rate became effective April 1, 2014. 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.

C. 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 one year shall receive a minimum of 10 days of 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 20 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.

D. See Section 6 of the Agreement for designated holidays and details.

E. 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.

F. 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.

G. Overtime work shall be on the following basis: Time and a half after 7 1/2 hours worked in a day and double time after 12 hours in a day. See Section 4 of the Agreement for details.



# GENERAL EMPLOYEES TRUST FUND

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593  
ESPAÑOL: (866) 239-0368

## MEMORANDUM

DATE: March 2014

TO: CENTURY WINDOW CLEANING; Account No. 107470

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2014 hours/April 2014 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 2014 hours, payable in April 2014. 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:

C18	\$1303.47
-----	-----------

The new contribution rate effective with March 2014 hours, due April 10, 2014 is:

C18	\$1360.83
-----	-----------

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

**Summary of Attachment 7: 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 **Attachment 7** for details of wages and fringe benefits.

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME	
	Basic Hourly Rate	Health & Welfare	Pension	Vacation Increases after Years 1, 2, 5, 12, 20, and 25. (See Agreement)	Holiday 12 / year	Supplemental 401K Contribution	Hours	Total Hourly Rate	1.5 X	2x	
Journeyman	\$ 21.80	A \$990 / month	\$ 2.19	C, G \$ 1.26	\$ 1.01	\$ 0.25	8	F, G \$ 26.50	F, G \$ 37.40	F, G \$ 48.30	
1-6 months	\$ 14.50	A \$990 / month	\$ 2.19	C \$ -	\$ 0.67	\$ 0.25	8	F \$ 17.61	F \$ 24.86	F \$ 32.11	
7-12 months	\$ 15.00	A \$990 / month	\$ 2.19	C \$ -	\$ 0.69	\$ 0.25	8	F \$ 18.13	F \$ 25.63	F \$ 33.13	
13-18 months	\$ 16.50	A \$990 / month	\$ 2.19	C \$ 0.32	\$ 0.76	\$ 0.25	8	F \$ 20.02	F \$ 28.27	F \$ 36.52	
Class B Progression Rate	\$ 16.50	A \$990 / month	\$ 2.19	C, G \$ 0.95	\$ 0.76	\$ 0.25	8	F, G \$ 20.65	F, G \$ 28.90	F, G \$ 37.15	
1-6 months	\$ 14.00	A \$990 / month	\$ 2.19	C \$ -	\$ 0.65	\$ 0.25	8	F \$ 17.09	F \$ 24.09	F \$ 31.09	
7-12 months	\$ 14.75	A \$990 / month	\$ 2.19	C \$ -	\$ 0.68	\$ 0.25	8	F \$ 17.87	F \$ 25.25	F \$ 32.62	
13-18 months	\$ 16.00	A \$990 / month	\$ 2.19	C \$ 0.62	\$ 0.74	\$ 0.25	8	F \$ 19.79	F \$ 27.79	F \$ 35.79	
Foreperson	\$ 25.07	A \$990 / month	\$ 2.19	C, G \$ 1.45	\$ 1.16	\$ 0.25	8	F, G \$ 30.11	F, G \$ 42.65	F, G \$ 55.18	
1-6 months	\$ 16.68	A \$990 / month	\$ 2.19	C \$ -	\$ 0.77	\$ 0.25	8	F \$ 19.88	F \$ 28.22	F \$ 36.56	
7-12 months	\$ 17.25	A \$990 / month	\$ 2.19	C \$ -	\$ 0.80	\$ 0.25	8	F \$ 20.49	F \$ 29.11	F \$ 37.74	
13-18 months	\$ 18.98	A \$990 / month	\$ 2.19	C \$ 0.36	\$ 0.88	\$ 0.25	8	F \$ 22.66	F \$ 32.14	F \$ 41.63	

**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.

F. 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.

G. 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 having had 5 years' completed continuous service and receiving vacation benefits of 3 weeks with pay.

## Summary of Attachment 8: 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 table below 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.**

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS					STRAIGHT-TIME	OVERTIME		
	BASIC HOURLY RATE	<sup>B</sup> HEALTH AND WELFARE	<sup>C</sup> PENSION	<sup>D</sup> VACATION	<sup>E</sup> TRAINING & CERTIFICATION	HOURS	TOTAL HOURLY 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).	\$ 34.62	\$ 5.795	\$ 5.235	\$ 2.770	\$ 0.748	8	\$ 49.167	\$ 66.477	\$ 83.787
Multi-source technicians for breakout rooms and events or theme parties without entertainment.	\$ 41.03	\$ 6.868	\$ 6.204	\$ 3.282	\$ 0.443	8	\$ 57.828	\$ 78.343	\$ 98.858
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, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities.	\$ 44.13	\$ 7.387	\$ 6.672	\$ 3.530	\$ 0.477	8	\$ 62.197	\$ 84.262	\$ 106.327
Department Heads	\$ 49.28	\$ 8.249	\$ 7.451	\$ 3.942	\$ 0.532	8	\$ 69.455	\$ 94.095	\$ 118.735
ETCP Certified Rigger and Electrician	\$ 51.28	\$ 8.584	\$ 7.754	\$ 4.102	\$ 0.554	8	\$ 72.274	\$ 97.914	\$ 123.554
<b>Show Call Rates - Commercial, Industrial and Product Demonstration Shows</b>									
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.	\$ 189.60	\$ 31.74	\$ 28.67	\$ 15.17	\$ 4.10	8	\$ 269.270	\$ 364.070	\$ 458.870
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	\$ 205.40	\$ 34.38	\$ 31.06	\$ 16.43	\$ 4.44	8	\$ 291.709	\$ 394.409	\$ 497.109
Department Heads	\$ 225.95	\$ 37.82	\$ 34.16	\$ 18.08	\$ 4.88	8	\$ 320.894	\$ 433.869	\$ 546.844

### Footnotes

- A. See Sections II (F) and (G) of the Agreement for details about work week schedules and payment of overtime rates.
- B. Contributions to the Local 16 Health and Welfare Trust Fund are 1.55% 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. See Section III (I)
- 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.

## Summary of Attachment 9: 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 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 Attachment 9 for complete information on wages and fringe benefits.**

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE	
	Basic Hourly Rate	A Health & Welfare	Annuity	Work Fee	Vacation	HOURS	TOTAL HOURLY RATE	1.5 X	2 X
Mover, Packer, Crater	\$ 18.40	\$ 9.90	\$ 1.10	\$ 0.79	\$ 1.05	8	\$ 31.24	\$ 40.44	\$ 49.64
Driver	\$ 18.67	\$ 9.90	\$ 1.10	\$ 0.79	\$ 1.05	8	\$ 31.51	\$ 40.85	\$ 50.18
Helper	\$ 18.14	\$ 9.90	\$ 1.10	\$ 0.79	\$ 1.05	8	\$ 30.98	\$ 40.05	\$ 49.12

### 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.

## Attachment 10 Summary: 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 Attachment 10 for complete information on wages and fringe benefits.

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE	
	A Basic Hourly Rate	B Vacation: Increases after Years 1, 2, 4, 7, 12, 20, and	C Sick (12 days/year)	D Holiday (12 / year)	E Health & Welfare	F Pension	G RSP (Retirement Health Insurance)	HOURS	ESTIMATED HOURLY RATE (Please refer to Agreement)	ESTIMATED RATE 1.5 X	ESTIMATED RATE 2 X
<b>Rates for solid waste haulers employed for 6 months prior to Jan. 1 2012 or for new hires after 36 months of employment.</b>											
Commercial Driver	A \$ 44.80	C \$ 2.58	\$ 2.07	\$ 2.07	E \$ 12.00	F \$ 10.93	G \$ 2.94	8.00	H \$ 77.39	H \$ 99.79	H \$ 122.19
Route Leadperson Fantastic 3	A \$ 44.80	C \$ 2.58	\$ 2.07	\$ 2.07	E \$ 12.00	F \$ 10.93	G \$ 2.94	8.00	H \$ 77.39	H \$ 99.79	H \$ 122.19
<b>During 1st 12 months of employment</b>											
Commercial Driver	A \$ 35.84	\$ -	\$ 1.65	\$ 1.65	E \$ 12.00	E \$ 10.93	G \$ 2.94	8.00	H \$ 65.02	H \$ 82.94	H \$ 100.86
Route Leadperson Fantastic 3	A \$ 35.84	\$ -	\$ 1.65	\$ 1.65	E \$ 12.00	E \$ 10.93	G \$ 2.94	8.00	H \$ 65.02	H \$ 82.94	H \$ 100.86
<b>During 2nd 12 months of employment</b>											
Commercial Driver	A \$ 38.08	\$ 0.73	\$ 1.76	\$ 1.76	E \$ 12.00	E \$ 10.93	G \$ 2.94	8.00	H \$ 68.20	H \$ 87.24	H \$ 106.28
Route Leadperson Fantastic 3	A \$ 38.08	\$ 0.73	\$ 1.76	\$ 1.76	E \$ 12.00	E \$ 10.93	G \$ 2.94	8.00	H \$ 68.20	H \$ 87.24	H \$ 106.28
<b>During 3rd 12 months of employment</b>											
Commercial Driver	A \$ 40.32	\$ 1.55	\$ 1.86	\$ 1.86	E \$ 12.00	E \$ 10.93	G \$ 2.94	8.00	H \$ 71.46	H \$ 91.62	H \$ 111.78
Route Leadperson Fantastic 3	A \$ 40.32	\$ 1.55	\$ 1.86	\$ 1.86	E \$ 12.00	E \$ 10.93	G \$ 2.94	8.00	H \$ 71.46	H \$ 91.62	H \$ 111.78

### 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 years; 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 4 years and receives 3 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. Please contact the Teamsters Benefit Trust for detailed current rates.

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.

## 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 and Field Soils and Materials Tester  
Carpenter  
Carpet, Linoleum  
Cement Mason  
Dredger (Operating Engineer)  
Driver (On/Off Hauling to/from Construction Site)  
Drywall Installer (Carpenter)  
Electrical Utility Lineman  
Electrician  
Elevator Constructor  
Field Surveyor  
Glazier  
Iron Worker  
Laborer  
Landscape Maintenance Laborer  
Light Fixture Maintenance  
Marble Finisher  
Marble Mason  
Metal Roofing Systems Installer  
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)  
Plasterer  
Plaster Tender  
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 Finisher  
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

BAS 11, CPAGE

**Commissioners**  
Jack Baylis, President  
Los Angeles  
Jim Kellogg, Vice President  
Discovery Bay  
Richard Rogers, Member  
Santa Barbara  
Michael Sutton, Member  
Monterey  
Jacque Hostler-Carmesin, Member  
McKinleyville

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

**Sonke Mastrup, Executive Director**  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
(916) 653-5040 Fax  
www.fgc.ca.gov

# Fish and Game Commission



*Wildlife Heritage and Conservation*  
Since 1870

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2015 APR 27 PM 2:59  
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## CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINDINGS

### Livermore Tarplant (*Deinandra bacigalupii*)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2074.2 of the Fish and Game Code, the California Fish and Game Commission, at its April 9, 2015, meeting in Santa Rosa, California, accepted for consideration the petition submitted to list the Livermore tarplant as an endangered species. Pursuant to subdivision (a)(2) of Section 2074.2 of the Fish and Game Code, the aforementioned species is hereby declared a candidate species as defined by Section 2068 of the Fish and Game Code.

Within one year of the date of publication of this notice of findings, the Department of Fish and Wildlife shall submit a written report, pursuant to Section 2074.6 of the Fish and Game Code, indicating whether the petitioned action is warranted. Copies of the petition, as well as minutes of the April 9, 2015, Commission meeting, are on file and available for public review from Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Written comments or data related to the petitioned action should be directed to the Commission at the aforementioned address.

Fish and Game Commission

April 14, 2015

Sonke Mastrup  
Executive Director

22

**Commissioners**  
**Jack Baylis**, President  
Los Angeles  
**Jim Kellogg**, Vice President  
Discovery Bay  
**Richard Rogers**, Member  
Santa Barbara  
**Michael Sutton**, Member  
Monterey  
**Jacque Hostler-Carmesin**, Member  
McKinleyville

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

**Sonke Mastrup**, Executive Director  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
(916) 653-5040 Fax  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

## Fish and Game Commission



Wildlife Heritage and Conservation  
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April 21, 2015

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Findings regarding the Livermore tarplant (*Deinandra baccigalupii*) which will be published in the California Regulatory Notice Register on April 24, 2015.

Sincerely,

Sheri Tiemann  
Associate Governmental Program Analyst

Attachment

**THE CALIFORNIA STATE LANDS COMMISSION  
NOTICE OF PROPOSED RULEMAKING**

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SACRAMENTO  
2015 APR 27 PM 9:00  
AK

Notice is hereby given that the California State Lands Commission (Commission) proposes to add Article 14, Sections 3000 through 3016 to Title 2, Division 3, Chapter 1 of the California Code of Regulations (CCR). These sections implement administrative hearings under Public Resources Code section 6224.3 and following. At an informal administrative hearing, the Commission will determine whether a person has built or maintains a structure on state-owned land under the Commission's jurisdiction without authorization. Violators may be subject to fines and an order to remove the structures. For the purposes of these regulations, structures include any manmade construction, but exclude boats and vessels.

**PUBLIC HEARING**

The Commission will hold a public hearing starting at 1:00 p.m. on June 8, 2015, in the main conference room at the Sacramento offices of the California State Lands Commission, located at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825. The facilities are wheelchair accessible. At the hearing, any person may present statements or arguments relevant to the proposed action described in the Informative Digest. Statements may be given orally or in writing. The Commission requests, but does not require, that persons who make oral comments at the hearing also submit a written copy of their testimony at the hearing. The hearing will continue until all testimony is completed. Although timely submitted comments will be addressed in the Final Statement of Reasons, Commission staff will not respond to comments at the public hearing.

**WRITTEN COMMENT PERIOD**

Any interested person, or an authorized representative, may submit written comments addressing the proposed regulatory action to the Commission. All written comments must be received by the Commission staff no later than 5:00 p.m. on June 9, 2015, in order to be considered. Written comments may be submitted by mail, fax, or email as follows:

Warren Crunk, Staff Attorney  
California State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825  
Fax: (916) 574-1855  
Email: [CSLC.Regulations@slc.ca.gov](mailto:CSLC.Regulations@slc.ca.gov)

**AUTHORITY AND REFERENCE**

Public Resources Code section 6103 requires that the Commission administer all laws and statutes committed to it through the Division of State Lands.

Public Resources Code section 6108 authorizes the Commission to make and enforce all reasonable and proper rules and regulations consistent with law for the purpose of carrying out the duties of the Commission.

Public Resources Code sections 6224.3, 6224.4, and 6224.5 (Trespass Statute) prohibit unauthorized structures on land owned by California and under the Commission's jurisdiction; authorize the Commission to hold administrative hearings to determine whether a violation has occurred; authorize the Commission to impose penalties and issue injunctions if a violation has occurred; and authorize the Commission to adopt regulations to implement these sections. The regulations proposed in this rulemaking are intended to implement these sections.

Public Resources Code section 6301 grants the Commission exclusive jurisdiction over the beds of navigable rivers, streams, lakes, bays, estuaries, inlets, straits, and tidelands not granted in trust to local municipalities.

Public Resources Code section 8705 grants the Commission exclusive jurisdiction to administer the lands granted to California for support of the public school system. This section is also known as the School Land Bank Act.

Government Code section 11445.20(c) authorizes an agency to adopt informal hearing procedures by regulatory action.

## **INFORMATIVE DIGEST**

Existing Law requires Commission authorization for structures on land owned by California and under the Commission's jurisdiction (State Lands). Since the Commission was established in 1938, the Commission's sole remedy for unauthorized use of State Lands was to file a civil action for trespass and ejectment. Public Resources Code sections 6224.3, 6224.4, and 6224.5 (collectively "Trespass Statute") were added in 2012, and authorize the Commission to hold administrative hearings to determine whether a person is maintaining a structure on State Lands without authorization. These sections also authorize the Commission to impose fines and issue injunctions against a person found to have unauthorized structures on State Lands. Persons suspected of violating the Trespass Statute will be referred to as "Respondents" herein. The proposed rulemaking will implement this administrative process.

The proposed Section 3000 sets forth the authority and purpose for the proposed rulemaking. Section 3001 defines a number of terms for clarity and convenience. Section 3002 clarifies the conduct prohibited under Public Resources Code section 6224.3. Unauthorized expansion of structures, or structures for which authorization is expired are also prohibited. Section 3003 specifies that staff may initiate investigation of a suspected violation. Section 3004 details what a Notice of Violation must contain and how it may be served on Respondents. Section 3005 allows Respondents to reduce the duration of a hearing, or resolve an entire matter by stipulating to facts not in dispute. Section 3006 provides that notice of a pending enforcement matter will be distributed to the public through the Commission's meeting agenda. Section 3007 prohibits communications by either Respondents or Commission staff to the Commissioners without notice and opportunity to participate by the opposing side. Communications between

Respondents and Commission staff are encouraged in order to resolve a matter. Section 3008 allows the Presiding Officer to exclude persons from an enforcement hearing if they are disruptive or obstructive. Section 3009 specifies that the Commission's Executive Officer, or the Commission's Assistant Executive Officer, will prepare a proposed decision and order. The recommended decision will function much like a tentative ruling in that it will provide an analysis of the known facts and law for both the Commissioners and Respondents to examine before, and comment on, during the enforcement hearing. This important protection allows Respondents to be fully prepared for their hearing and helps to focus the hearings on contested issues.

Section 3010 allows any type of evidence to be admitted if it is relevant and reasonably trustworthy. This standard of admissibility favors common sense over legal formalities in order to help Respondents present evidence at the hearing. Section 3011 specifies that the Commissioners may issue a ruling and impose a penalty if Respondents or witnesses fail to attend a properly noticed hearing after being served. Under the Administrative Procedures Act ("APA"), Respondents have a right to an opportunity to be heard and may waive this right by failing to attend. Section 3012 sets forth the enforcement hearing procedure. Section 3013 details how the Presiding Officer's decision and order is produced and adopted by the Commission as final. Section 3014 describes how the penalty will be calculated, when it will be imposed, and under what conditions a penalty may be tolled or waived. Section 3015 specifies the content of the enforcement record. Section 3016 allows the Commission to designate a decision as precedential if it addresses a significant question that is likely to recur.

## **COMPATIBILITY WITH OTHER LAWS**

The Commission conducted an evaluation for regulations in this area. The proposed regulations are the only regulations to implement administrative hearings under the Trespass Statute. Therefore, these regulations are neither inconsistent nor incompatible with existing state regulations. The Commission carefully reviewed Government Code Title 2, Division 3, Part 1, Chapter 4.5, as this chapter addresses administrative hearings. Article 6 (beginning with section 11425.10) includes basic requirements for all administrative hearings. The proposed regulations comply with all the requirements of this Article. The remainder of Chapter 4.5 provides some guidance as to informal agency adjudication. The proposed regulations meet or exceed all requirements of Chapter 4.5. Chapter 5 (commencing with section 11500) of Title 2, Division 3, Part 1 of the Government Code is not applicable to the proposed regulations.

## **POLICY STATEMENT**

The proposed regulations will benefit members of the public by specifying and clarifying the administrative hearing process. The Commission is aware of many structures on State Lands that currently exist without authorization. Disputes over the Commission's jurisdiction or authority to require a lease are costly and time consuming for both the state and private parties when the only available forum is civil courts. The Trespass Statute provides a forum where evidence will be considered and evaluated in an informal setting. Disputes can be settled in as little as 45 days, at a fraction of the cost to both the state and private parties.

The proposed regulations clarify the process, and set forth a number of important procedural safeguards. The proposed regulations provide a person accused of maintaining unauthorized structures on State Lands with a clear statement of the relevant law and facts at least forty-five (45) days prior to the hearing. Documents relied on by Commission staff will be made available to Respondents. At least ten (10) days prior to the hearing, Respondents will receive a proposed written decision which states the Commission's position with analysis of any information the Respondents have timely submitted to the Commission in their defense. Finally, the proposed regulations allow for a public hearing on the matter where Respondents may present evidence and argument in their defense. At the conclusion of this hearing a written decision will be available which Respondents may appeal to the civil court system if they so desire.

The proposed process reduces the Commission's position to a clear statement of law and fact, allows Respondents to address the allegations, and provides a decision on the matter in an informal setting with minimal cost and delay. The overall objective is to resolve whether a lease is required and achieve compliance in an efficient manner. Even where a penalty has been imposed, there are many provisions in the proposed regulations that allow the Commission to toll, modify, or waive some or all of the penalty if Respondents diligently work to remedy the violation.

#### **DISCLOSURES REGARDING THE PROPOSED ACTION**

*The Commission has made the following initial determinations:*

Mandate on Local Agencies and School Districts: None.

Cost or Savings to Any State Agency: The proposed regulations will not inflict any new costs on state agencies or school districts. The proposed regulations simply specify the procedure for hearings under the Trespass Statute. The administrative hearing and some of the procedural requirements were already set forth in the Trespass Statute. The proposed regulations further specify how the enforcement actions shall proceed. The initial cost and benefit analysis of holding the administrative hearings was assessed in the Trespass Statute. The proposed regulations will not create any additional fiscal impacts on state agencies.

Cost to Any Local Agency or School District Which Must be Reimbursed in Accordance with Government Code Sections 17500 Through 17630: None.

Other Nondiscretionary Cost or Savings Imposed on Local Agencies: None.

Cost or Savings in Federal Funding to the State: None.

Cost Impacts on a Representative Private Person or Businesses: The proposed regulations specify the administrative hearing process. No additional burden is created. The proposed regulations contain multiple provisions to reduce or eliminate penalties that would otherwise be imposed under the Trespass Statute by complying with existing law. Staff anticipates completing a hearing in a single meeting, so Respondents may only be required to attend a single day.

Results of the Economic Impact Assessment/Analysis: The Commission concludes that the proposed rulemaking: (1) does not create or eliminate California jobs; (2) does not create or eliminate California businesses; (3) has no effect on the expansion of existing California businesses.

Benefits of the Proposed Action: The primary benefits of the proposed action are clarity and transparency in the administrative process. The proposed regulations specify how notice may be served, how Respondents may access the Commission's records, what information is included in the Notice of Violation, and how the written decision is produced. Additionally, the proposed regulations include multiple provisions to mitigate, toll, or waive penalties on prompt compliance with already existing law.

Significant, Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States: None.

Significant Effect on Housing Costs: None.

Small Business Determination: The Commission has determined that the proposed regulations do not affect small businesses. The proposed regulations will not have a significant, statewide, adverse economic impact on California businesses. The regulations only implement the Trespass Statute, thereby providing efficient means to enforce already existing California law. The proposed regulations provide options to toll, reduce, or waive penalties where Respondents promptly remedy violations.

## **CONSIDERATION OF ALTERNATIVES**

In accordance with Government Code section 11346.5, subdivision (a)(13), the Commission must determine that no reasonable alternative it considered or that has otherwise been identified and brought to the attention of the agency would be more effective in carrying out the purpose for which the action is proposed, or would be as effective and less burdensome to the affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provisions of law. The Commission invites interested parties to present statements or arguments with respect to alternatives to the proposed regulations at the scheduled hearing or during the written comment period.

## **CONTACT PERSONS**

Inquiries concerning the proposed administrative action may be directed to:

Warren Crunk, Staff Attorney  
California State Lands Commission  
100 Howe Ave., Suite 100-South  
Sacramento, CA 95825-8202  
Telephone: (916) 574-1935  
CSLC.Regulations@slc.ca.gov

The backup contact person for these inquiries is:

Nicholas Lavoie, Public Land Manager  
California State Lands Commission  
100 Howe Ave., Suite 100-South  
Sacramento, CA 95825-8202  
Telephone: (916) 574-0452

Copies of the proposed text of the regulations, the initial statement of reasons, the modified text of the regulations, if any, or other information upon which the rulemaking is based will be available on the Commission's website at [www.slc.ca.gov](http://www.slc.ca.gov). You may also contact Warren Crunk at the above address to obtain copies.

#### **AVAILABILITY OF STATEMENT OF REASONS, TEXT OF PROPOSED REGULATIONS, AND RULEMAKING FILE**

The Commission will have the entire rulemaking file available for inspection and photocopying throughout the rulemaking process at its office at the above address. As of the date this notice is published in the Notice of Register, the rulemaking file consists of this notice, the proposed text of the regulations including two exhibits, and the Initial Statement of Reasons. Copies may be obtained on the Commission's website at [www.slc.ca.gov](http://www.slc.ca.gov). You may also contact Warren Crunk at the above address to obtain copies.

#### **AVAILABILITY OF CHANGED OR MODIFIED TEXT**

After holding the hearing and considering all timely and relevant comments received, the Commission may adopt the proposed regulations substantially as described in this notice. If the Commission makes modifications which are sufficiently related to the originally proposed text, it will make the modified text (with the changes clearly indicated) available to the public for at least fifteen (15) days before the Commission adopts the regulations as revised. Copies of any modified regulations may be obtained on the Commission's website at [www.slc.ca.gov](http://www.slc.ca.gov). You may also contact Warren Crunk at the above address to obtain copies. The Commission will accept written comments on the modified regulations for fifteen (15) days after the date on which they are made available.

#### **AVAILABILITY OF THE FINAL STATEMENT OF REASONS**

Upon its completion, copies of the Final Statement of Reasons may be obtained on the Commission's website at [www.slc.ca.gov](http://www.slc.ca.gov). You may also contact Warren Crunk at the above address to obtain copies.

#### **AVAILABILITY OF DOCUMENTS ON THE INTERNET**

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulations in underline and strikeout can be accessed through the Commission's website at [www.slc.ca.gov](http://www.slc.ca.gov).

\*\*\*\*\* END \*\*\*\*\*

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**From:** Reports, Controller (CON)  
**Sent:** Tuesday, April 28, 2015 11:14 AM  
**To:** Calvillo, Angela (BOS); Gosiengfiao, Rachel (BOS); BOS-Supervisors; BOS-Legislative Aides; Kawa, Steve (MYR); Howard, Kate (MYR); Seip, Emily (MYR); Falvey, Christine (MYR); Tsang, Francis; Elliott, Jason (MYR); Steeves, Asja (CON); Campbell, Severin (BUD); Newman, Debra (BUD); Rose, Harvey (BUD); SF Docs (LIB); gmetcalf@spur.org; bob@sfchamber.com; jballesteros@sanfrancisco.travel; Ginsburg, Phil (REC); Petrucione, Katharine (REC); Flannery, Steve (REC); McFadden, Sean (REC); Tarbox, William (REC); CON-EVERYONE; CON-Finance Officers; MYR-ALL Department Heads  
**Subject:** Issued: Recreation and Park Department: Internal Controls Must Be Improved to Better Manage Inventory

The Office of the Controller's City Services Auditor Division (CSA) today issued a report on its audit of the inventory controls of the Recreation and Park Department (Rec and Park) Storeroom and Structural Maintenance Division. The audit found that annual physical counts are not consistently conducted, inventory records contain errors, and no policies or procedures exist to guide annual physical counts or the dispensing of obsolete items. Rec and Park's Storeroom needs some improvement and Structural Maintenance needs major improvement to strengthen its internal controls to ensure that inventory is properly accounted for, purchases are properly approved, and payments are made on time and discounted appropriately.

To view the full report, please visit our Web site at:  
<http://openbook.sfgov.org/webreports/details3.aspx?id=1911>  
This is a send-only e-mail address.

For questions about the report, please contact Director of City Audits Tonia Lediju at [tonia.lediju@sfgov.org](mailto:tonia.lediju@sfgov.org) or 415-554-5393 or the CSA Audits Unit at 415-554-7469.

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# City and County of San Francisco

Office of the Controller – City Services Auditor

## RECREATION AND PARK COMMISSION:

**Internal Controls Must Be  
Improved to Better Manage  
Inventory**



April 28, 2015

**OFFICE OF THE CONTROLLER  
CITY SERVICES AUDITOR**

The City Services Auditor Division (CSA) was created in the Office of the Controller through an amendment to the Charter of the City and County of San Francisco (City) that was approved by voters in November 2003. Charter Appendix F grants CSA broad authority to:

- Report on the level and effectiveness of San Francisco's public services and benchmark the City to other public agencies and jurisdictions.
- Conduct financial and performance audits of city departments, contractors, and functions to assess efficiency and effectiveness of processes and services.
- Operate a whistleblower hotline and Web site and investigate reports of waste, fraud, and abuse of city resources.
- Ensure the financial integrity and improve the overall performance and efficiency of city government.

CSA may conduct financial audits, attestation engagements, and performance audits. Financial audits address the financial integrity of both city departments and contractors and provide reasonable assurance about whether financial statements are presented fairly in all material aspects in conformity with generally accepted accounting principles. Attestation engagements examine, review, or perform procedures on a broad range of subjects such as internal controls; compliance with requirements of specified laws, regulations, rules, contracts, or grants; and the reliability of performance measures. Performance audits focus primarily on assessment of city services and processes, providing recommendations to improve department operations.

CSA conducts audits in accordance with the Government Auditing Standards published by the U.S. Government Accountability Office. These standards require:

- Independence of audit staff and the audit organization.
- Objectivity of the auditors performing the work.
- Competent staff, including continuing professional education.
- Quality control procedures to provide reasonable assurance of compliance with the auditing standards.

For questions regarding the report, please contact Director of City Audits Tonia Lediju at [Tonia.Lediju@sfgov.org](mailto:Tonia.Lediju@sfgov.org) or 415-554-5393 or CSA at 415-554-7469.

Audit Team: Irella Blackwood, Lead Audit Manager  
Mamadou Gning, Audit Manager  
Cynthia Lam, Auditor-in-Charge  
Jenny Lee, Staff Auditor



# City and County of San Francisco

## Office of the Controller – City Services Auditor

**Recreation and Park Commission:  
Internal Controls Must Be Improved to Better Manage Inventory**

**April 28, 2015**

### **Purpose of the Audit**

The Office of the Controller's City Services Auditor Division (CSA) audited the inventory controls of the Recreation and Park Department (Rec and Park) Storeroom and Structural Maintenance Division. The audit determined whether adequate inventory processes and controls exist to ensure that materials, supplies, and tools are accurately accounted for, adequately organized, and properly secured, and whether inventory purchase orders were properly approved and recorded accurately and in a timely manner.

### **Highlights**

Rec and Park's inventory and materials management processes have multiple weaknesses. Annual physical counts are not consistently conducted, inventory records contain errors, and no policies or procedures exist to guide annual physical counts or the disposal of obsolete items. Rec and Park's Storeroom needs some improvement and Structural Maintenance Division needs major improvement to strengthen their internal controls to ensure that inventory is properly accounted for, purchases are properly approved, and payments are made on time and discounted appropriately.

Specifically, the audit found that Rec and Park:

- Does not consistently perform annual physical counts.
- Does not adequately segregate incompatible duties among its staff.
- Does not always pay invoices on time and does not always take advantage of payment discounts.
- Does not retain some necessary purchasing documents.
- Has an inventory system that is antiquated and not as effective as it should be in managing inventory.
- Does not have clearly marked locations of inventory items in the Storeroom.
- Has inventory on hand that does not match its system records.
- Does not maintain a complete record of or monitor its inventory.
- Lacks written policies and procedures for identifying and disposing of expired and/or obsolete items.

### **Recommendations**

The report includes 26 recommendations for Rec and Park to strengthen its inventory and materials management controls. Specifically, Rec and Park should:

- Perform annual physical counts.
- Establish performance goals for the physical counts.
- Appropriately segregate staff duties between two or more employees.
- Pay all invoices within 30 days and accelerate the processing of invoices with early payment discounts.
- Ensure that its system records accurately reflect inventory on hand.
- Identify shops that should maintain and manage an inventory list and perform annual physical counts.
- Identify obsolete inventory for disposal.

*Copies of the full report may be obtained at:*

Office of the Controller • City Hall, Room 316 • 1 Dr. Carlton B. Goodlett Place • San Francisco, CA 94102 • 415.554.7500  
or on the Internet at <http://www.sfgov.org/controller>

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**CITY AND COUNTY OF SAN FRANCISCO**  
**OFFICE OF THE CONTROLLER**

**Ben Rosenfield**  
**Controller**

**Todd Rydstrom**  
**Deputy Controller**

April 28, 2015

Recreation and Park Commission  
501 Stanyan Street  
San Francisco, CA 94117

Mr. Phil Ginsburg  
General Manager  
Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117

Dear Commission President, Members and General Manager Ginsberg:

The Office of the Controller's City Services Auditor Division (CSA) presents its audit report of materials and supplies controls of the Recreation and Park Department (Rec and Park) for its Storeroom and Structural Maintenance Division. The audit objectives were to determine whether Rec and Park has adequate inventory processes and controls to ensure that materials, supplies, and tools are accurately accounted for, adequately organized and properly secured, and that inventory purchase orders were properly approved and recorded accurately and in a timely manner.

The audit concluded that the Storeroom and Structural Maintenance Division must improve processes and controls to ensure that inventory is accurately accounted for, adequately organized, and that inventory purchases are properly approved and recorded accurately and in a timely manner.

The report includes 26 recommendations for Rec and Park to better control its materials and supplies inventory. Rec and Park's response to the report is attached as an appendix.

CSA appreciates the assistance and cooperation of Rec and Park staff during the audit. For questions about the report, please contact me at [Tonia.Lediju@sfgov.org](mailto:Tonia.Lediju@sfgov.org) or 415-554-5393 or CSA at 415-554-7469.

Respectfully,

Tonia Lediju  
Director of City Audits

cc: Board of Supervisors  
Budget Analyst  
Citizens Audit Review Board  
City Attorney  
Civil Grand Jury  
Mayor  
Public Library

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# GLOSSARY OF TERMS

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City	City and County of San Francisco
Controller	Office of the Controller
CSA	Office of the Controller's City Services Auditor Division
divisions	Structural Maintenance Division and Purchasing and Contract Administration Division
GAO	United States Government Accountability Office
JFMIP	Joint Financial Management Improvement Program
Just-in-time method	Inventory strategy where materials are only ordered and received as they are needed
Perpetual inventory	A manual or automated inventory tracking system in which a new inventory balance is computed continuously whenever new transactions occur
Purchasing	Purchasing and Contract Administration Division
Rec and Park	Recreation and Park Department
Infor EAM	Infor Enterprise Asset Management, the asset management system the Department of Technology is implementing to monitor and manage the deployment, performance, and maintenance of city assets other than information technology
Shops	The Structural Maintenance Division's ten maintenance shops: Carpenters, Cement Masons, Electricians, Heavy Equipment Operations, Iron Workers, Painters, Plumbers, Roofers, Sheet Metal Workers, and Stationary Engineers
Storeroom	Unit that orders and maintains inventory for the Recreation and Park Department under the management of the Purchasing and Contract Administration Division

## INTRODUCTION

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### Audit Authority

This audit was conducted under the authority of the Charter of the City and County of San Francisco (City), Section 3.105 and Appendix F, which requires that the City Services Auditor Division (CSA) of the Office of the Controller (Controller) conduct periodic, comprehensive financial and performance audits of city departments, services, and activities. CSA conducted this audit under that authority and pursuant to its annual audit plan. This audit is the first in a series of inventory audits of various city departments planned by CSA for fiscal year 2014-15.

### Background

The Department. The Recreation and Park Department (Rec and Park) is governed by the Recreation and Park Commission, a seven-member commission, and is responsible for more than 220 parks, playgrounds, and open spaces throughout San Francisco and two outside the city limits. Rec and Park's mission is to provide enriching recreational activities, maintain beautiful parks, and preserve the environment for the well-being of the City's diverse community.

Rec and Park spent \$4.9 million for materials and supplies from its operating funds in fiscal year 2013-14.

### Overview of Rec and Park's divisions involved in inventory and materials management

Purchasing and Contract Administration Division. Rec and Park's Purchasing and Contract Administration Division (Purchasing) is responsible for the procurement of all materials, supplies, commodities, and services for the department. The materials and supplies procured by Purchasing are stored in the Department Storeroom (Storeroom), co-located with the Structural Maintenance Division's yard in Golden Gate Park. Items kept in the Storeroom include tools and athletic, gardening, and housekeeping equipment. The Storeroom purchased \$253,950 of inventory materials and supplies in fiscal year 2013-14.

Structural Maintenance Division. Rec and Park's Structural Maintenance Division (Structural Maintenance) is organized into ten specialty shops:

- Carpenters
- Cement Masons

- Electricians
- Heavy Equipment Operations
- Iron Workers
- Painters
- Plumbers
- Roofers
- Sheet Metal Workers
- Stationary Engineers

Structural Maintenance's functions include repairs and maintenance and deferred maintenance projects.

*The Inventory Management System*

The Storeroom uses D-Base Plus software to manage its inventory of materials and supplies. D-Base Plus was developed by a former Materials Coordinator at the City's Office of Contract Administration and was implemented in 1992.

The Structural Maintenance Division does not maintain an inventory system to record and track its materials and supplies. According to the division, it is striving to keep its physical inventory at the lowest possible levels using a just-in-time method.

**Objectives**

The objectives of this audit were to determine whether Rec and Park has:

1. Adequate materials management processes and controls to ensure that materials, supplies, and tools are accurately accounted for.
2. Adequately organized and properly secured all materials, and supplies.
3. Approved and recorded purchase orders accurately and made payments in a timely manner.

**Scope and Methodology**

The audit included all materials and supplies Rec and Park purchased from July 1, 2013, through June 30, 2014. To perform the audit, the audit team:

- Interviewed staff and managers to gain an understanding of Rec and Park's materials management processes.
- Inspected the Storeroom and Structural Maintenance Division's various shops.

- Selected a purposeful sample of 40 items from the Storeroom's materials and supplies list and, based on a physical inspection, verified the number of units at the Storeroom.
- Selected a purposeful sample of 40 items at the Storeroom and verified whether they were reported in the Storeroom's materials and supplies list.
- Selected a purposeful sample of 25 purchase orders made by the Storeroom and tested it to determine whether orders were properly approved and whether items were received and recorded in the inventory management system.
- Selected a purposeful sample of 45 purchase orders made by the Structural Maintenance Division and tested it to determine whether orders were properly approved and whether items were received.

**Internal Control Rating**

CSA classifies locations with no control weaknesses as effective and those with few instances of control weaknesses as needing some improvement. If significant control weaknesses exist, CSA determines that major improvement is needed. If a department has severely inadequate controls and unmanaged risks, CSA deems the control environment as unsatisfactory.

**Statement of Auditing Standards**

This performance audit was conducted in accordance with generally accepted government auditing standards. These standards require planning and performing the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for the findings and conclusions based on the audit objectives. CSA believes that the evidence obtained provides a reasonable basis for the findings and conclusions based on the audit objectives.

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## CHAPTER 1 – The Storeroom Needs Some Improvement to Lessen the Risks Associated With Inventory

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### Summary

The inventory and materials management processes of Rec and Park's Storeroom have multiple weaknesses. Annual physical counts are not consistently performed, there are no policies or procedures to guide annual physical counts, incompatible job duties are not segregated, and numerous errors exist in sampled inventory records. Overall, the Storeroom must improve some of its internal controls so Rec and Park can be reasonably assured that its assets are properly received, recorded, accounted for, and organized.

### Finding 1.1

**The Storeroom does not consistently perform annual physical counts and has no written policies or procedures on annual counts, increasing the risk of error, fraud, and ineffective and unreliable counts.**

*Annual physical counts are not consistently performed.*

The Storeroom does not consistently perform annual physical inventory counts. The last physical inventory count was completed more than three years ago, in September 2011. The purchasing and contract administration manager stated that, due to the Storeroom only having one employee, a senior storekeeper, there has been inadequate staffing to conduct annual physical counts while managing the Storeroom's daily operations.

Without annual physical counts of its entire inventory, Rec and Park cannot be assured that its inventory is adequately protected against loss and theft, that there are no shortages or unnecessary purchases, or that inventory is properly recorded in its inventory system.

According to a guide published by the U.S. Government Accountability Office (GAO Guide),<sup>1</sup> it is a desirable goal that physical counts cover all inventory items at least once a year.

*There are no written*

Rec and Park has no written procedures for conducting

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<sup>1</sup> U.S. Government Accountability Office, Executive Guide Best Practices in Achieving Consistent, Accurate Physical Counts of Inventory and Related Property (GAO-02-447G), 2002, <http://www.gao.gov>

*procedures for conducting annual physical counts.*

annual physical counts. Such procedures would identify, by title, the employees who should be involved and their roles and responsibilities. The absence of such procedures increases the risk of ineffective and unreliable counts.

*Establishing and documenting policies and procedures are essential to an effective and reliable physical count.*

The GAO Guide states that establishing and documenting policies and procedures are essential to an effective and reliable physical count. Policies and procedures demonstrate management's commitment to the inventory physical count process and provide to all personnel clear communication and comprehensive instructions and guidelines for the count. Establishing written policies and procedures helps ensure the consistent compliance and application needed to achieve high levels of integrity and accuracy in the physical count process. Policies and procedures become the basis for training and informing employees and should be a reference for new personnel.

## **Recommendations**

The Recreation and Park Department should:

1. Consistently perform annual physical inventory counts.
2. Establish written policies and procedures for the annual physical count at the Storeroom. The written procedures should provide formal instructions for all aspects of the physical count processes, including:
  - The objectives of the annual physical count.
  - The period in which the inventory count should be conducted.
  - The employees who should be involved and their roles and responsibilities.
  - Provisions for handling inventory movements.
  - Instructions for use of inventory count sheets (including their distribution, collection, and control), including segregation of duties among those responsible for count sheet control, counting inventory, and inputting completed count sheets to inventory records.
  - Instructions for researching and adjusting variances.
3. Regularly review and revise policy and procedures

for any changes in the annual physical count process and individual tasks.

**Finding 1.2**

**Storekeeper duties should be segregated at the Storeroom to mitigate the risk of error and fraud.**

*An employee performs incompatible duties by ordering, receiving, and maintaining inventory.*

Storekeeper duties at the Storeroom are not segregated. The Storeroom senior storekeeper orders, receives, and issues inventory, records inventory quantities in the inventory system, and maintains physical custody of inventory. This lack of segregation of duties is an internal control weakness that increases the risk of fraud.<sup>2</sup> When these duties are not separated, there is an increased risk of personnel recording improper transactions in the inventory records to cover improper or unauthorized transactions.

Further, during the last annual physical count, performed in 2011, inventory adjustments were updated in the system by the senior storekeeper, who is also responsible for the physical custody of inventory and recording of all inventory transactions. The risk associated with this lack of segregation of duties is compounded by the fact that a manager or supervisor did not approve the adjustments made by the storekeeper before they were entered into the system.

CSA selected a purposeful sample of 25 purchase orders made by the Storeroom and tested it to determine whether orders were properly approved. Of the requisitions for the 25 Storeroom purchases tested, 2 (8 percent) had issues. One requisition did not have an approval signature from Purchasing and the other requisition, for a uniform order, showed that the purchasing and contract administration manager had both ordered the items and approved the purchase, demonstrating a lack of segregation of duties. According to Rec and Park policy, when employees complete a request for a purchase order, they are required to obtain their supervisor's signature for approval of the request. The policy also states that the person signing "ordered by" must be different from the person with "signature authority."

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<sup>2</sup> According to GAO, fraud involves obtaining something of value through willful misrepresentation.

Of the requisitions for the 45 Structural Maintenance purchases tested, 9 (20 percent) did not have Purchasing's approval and 1 (2 percent) did not have the requestor's signature.

*Segregation of duties helps reduce the risk of error and fraud.*

According to the GAO Guide, segregation of duties entails dividing or segregating key duties and responsibilities among different people, which helps to reduce the risk of error and fraud so that no individual can adversely affect the accuracy and integrity of the count. The key areas that should be segregated are:

- Physical custody of assets
- Processing and recording of transactions
- Approval of transactions

Ideally, personnel performing any one of the above functions would not also have responsibilities in either of the other two functions.

The GAO Guide also states that personnel who approve transactions that affect on-hand inventory balances should not also be responsible for the physical custody of the inventory or approval of adjustments.

Further, according to the City's accounting guidelines, issued by the Controller, to ensure segregation of duties and internal control, the person who orders the items should not also receive the goods and sign the packing slip.

## **Recommendations**

The Recreation and Park Department should:

4. Ensure that purchasing, receiving, distribution, and inventory recording responsibilities are segregated. If this is impossible due to organizational constraints, as a compensating control ensure that there is appropriate review and approval by a supervisor not involved in the inventory process.
5. Require management to review and approve differences between inventory records and quantities on hand.
6. Identify and train other staff to assist in performing some of the duties that the senior storekeeper performs.

7. Adhere to its policy that requires that the employee who orders items through the department's purchase requisition form not also approve the purchase.

### Finding 1.3

#### **Rec and Park should strengthen its internal controls over receiving and reviewing invoices to ensure timely payments.**

*Invoices are not always paid within 30 days of receipt.*

Invoices are not always paid within 30 days of their receipt. Rec and Park's Finance Division or the requesting division receives invoices. When the requesting division receives an invoice, division staff signs it and submits it to the Finance Division along with the support documents (for example, the packing slip). The Finance Division then date stamps the invoice and processes the payment. However, because it is not always the first to receive the invoice, the Finance Division sometimes pays an invoice more than 30 days after the department received it.

Further, invoices are not always date stamped on the day they are received. Such a stamp identifies the beginning of the 30-day payment period. Without invoices being date stamped when received, Rec and Park cannot confirm the beginning of the 30-day payment period. Also, management must review invoices as soon as they are received. However, when signing an invoice for payment approval, supervisors do not always indicate the approval date, making it difficult to determine whether management's review was timely.

*Early payment discounts are sometimes missed.*

Rec and Park does not always take advantage of discounts offered by vendors for early payments, which typically require that an invoice be paid within 10 or 30 days. Of the 25 Storeroom invoices tested, 2 (8 percent) offered cash discounts for early payment. Of the 45 Structural Maintenance invoices tested, 13 (29 percent) offered cash discounts for early payment. For 1 Storeroom and 2 Structural Maintenance invoices, Rec and Park missed the discounts offered because it did not pay within the required timeframe. Also, Rec and Park paid 5 invoices within the required period, but did not apply the discount, instead paying the full invoice amount. According to Finance staff and confirmed by the

Controller's Accounting Operations and Systems Division, these 5 invoice payments that did not take advantage of the offered discount were due to a system error. When early-payment discounts are missed, the City wastes money.

According to Finance Division staff, it adheres to the City's Payment Processing Guidelines, issued by the Controller, and there is no written departmental policy for taking advantage of vendor discounts. Because Rec and Park has no written policy requiring that the department take advantage of discounts offered by vendors or written procedure to do so, it lacks a method that would ensure the acceleration of payments to vendors who offer discounts.

Further, of the 45 Structural Maintenance invoice payments tested, 2 (4 percent) exceeded the purchase order amount. Rec and Park's purchasing and contract administration manager stated that invoice payment amounts exceeding the purchase order amount are allowed, up to a 10 percent difference, which applied to the two invoice payments that exceeded the purchase order amount. Alternatively, the purchase order goes through a change order process if the threshold exceeds 10 percent. However, Rec and Park does not have a written policy or procedure to formalize this reported practice.

As shown in Exhibit 1 and Exhibit 2, the audit tested 25 Storeroom and 45 Structural Maintenance invoices and identified the exceptions shown.

**EXHIBIT 1    Exceptions in Payment Testing for Storeroom Invoices**

Exception	Number of Invoices <sup>a</sup>	Percentage of Tested Invoices <sup>a</sup>
Missing stamped receipt date	15	60%
Missing approval date	8	32%
Paid more than 30 days after receipt	3	12%
Discount missed	2 <sup>b</sup>	8%

Notes:

<sup>a</sup> Invoices do not sum to 25 and percentages do not sum to 100 percent because some invoices had more than one exception.

<sup>b</sup> One discount was missed due to a system error.

Source: Auditor's analysis of sample of 25 invoices.

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For the Storeroom invoice testing, the audit could not determine whether one invoice (4 percent) was paid within 30 days of receipt because the supporting documentation did not provide the date shipped, shipping receipt date, invoice date, invoice receipt date, or invoice approval date for the inventory item.

**EXHIBIT 2      Exceptions in Payment Testing for Structural Maintenance Invoices**

Exception	Number of Invoices <sup>a</sup>	Percentage of Tested Invoices <sup>a</sup>
Missing stamped receipt date	12	27%
Missing approval date	20	44%
Paid more than 30 days after receipt	5	11%
Discount missed	5 <sup>b</sup>	11%
Payment exceeds purchase order amount	2	4%

**Notes:**

<sup>a</sup> Invoices do not sum to 45 and percentages do not sum to 100 percent because some invoices had more than one exception.

<sup>b</sup> Five discounts were missed due to system errors.

Source: Auditor's analysis of sample of 45 invoices.

According to the City's Prompt Payment Policy, an invoice should be paid within 30 days of the date on which the City receives and accepts it. Further, according to a sample invoicing and payment procedure posted on the Controller's Accounting Guidelines & Procedures Web site, invoices must be date stamped when received. The stamped date designates the beginning of the 30-day payment period.

For invoice review and payment processing, the sample invoicing and payment procedure states:

- Division heads and project/program managers must review invoices as soon as they are received. Invoices should be submitted to Finance within ten business days in order to pay within the allowable timeframe.
- The department's accountant must verify that the invoice matches the purchase order and the packing slip in price and quantity.

**Recommendations**

The Recreation and Park Department should:

8. Always date stamp invoices when received. The

employee first receiving the invoice should date stamp it.

9. Comply with the City's Prompt Payment Policy and Recreation and Park Department policy to pay invoices within 30 days of the date on which they are received and accepted.
10. Establish written policy and procedure for accelerating the payment of invoices that offer early payment discounts.
11. Pay all invoices that offer early payment discounts by the deadline for the discount and ensure that the discount is applied if the department pays early.
12. Collaborate with the Advanced Purchasing and Inventory Control System Help Desk to:
  - a. Investigate the extent of the system issue and evaluate its monetary impact.
  - b. Request credit from vendors if the value of unapplied discounts is deemed substantial.
13. Formalize in its written policy the percentage threshold for invoice payments exceeding the purchase order amount and the procedure for invoice payments exceeding the approved threshold.

#### **Finding 1.4**

*Packing slips are not always retained to support items received and paid.*

#### **Rec and Park does not always retain all necessary documents to support items received and paid.**

Rec and Park did not always retain packing slips, an important document that is supposed to indicate what goods were delivered. Of those packing slips that Rec and Park did retain, some were missing the receiver's signature and/or receipt date. Without these purchasing documents or other proof of inventory received, Rec and Park cannot be assured that its staff properly inspected materials upon receipt and cannot verify that the correct items and quantities were received or by whom.

Of the 25 Storeroom invoices tested, 1 (4 percent) was missing a packing slip. Of the packing slips provided, 2 (8 percent) were missing the date of receipt.

Of the 45 Structural Maintenance invoices tested, 16 (36 percent) were missing packing slips. Of the packing slips provided, 6 (13 percent) were missing both the receiver's signature and date of receipt and 6 (13 percent) were missing the date of receipt but had the receiver's signature.

According to Rec and Park's purchasing and contract administration manual, all packing slips or other proof of receipt for the items received are to be submitted to the Finance Division.

Further, failure to maintain packing slips violates the City's record retention policy, issued by the Controller. According to this policy, invoices and associated documents to support payment are to be maintained for at least five years. The City's Payment Processing Guidelines also require invoice and supporting documents to be filed systematically for later audits.

**Recommendation**

14. The Recreation and Park Department should retain purchasing documents for a minimum of five years and ensure that the receiver reviews, signs, and dates packing slips immediately upon receipt of materials.

**Finding 1.5**

**The Storeroom's inventory system, D-Base Plus, has limited capabilities to effectively manage inventory.**

*The Storeroom's inventory management system is antiquated.*

The Storeroom's inventory system, D-Base Plus, is not as effective as it should be in managing the department's materials and supplies. One limitation is that only the senior storekeeper has access to the system, which is only accessible in the Storeroom. Further, the system has no reporting functionality that would allow the storekeeper to generate reports to assist in determining key inventory measurements such as the reorder point level for inventory automatic ordering or the historical usage of inventory.

Without an inventory system that is accessible to every employee who needs to use it and that can generate reports, Rec and Park cannot efficiently identify inventory items that require reordering.

*The Department of Technology has unlimited licenses for an asset management system, Infor EAM, available to all city departments.*

The Department of Technology has an unlimited number of licenses for all city agencies to use an asset management system, Infor EAM. Some city departments are now implementing various modules of Infor EAM and configuring it to manage their assets other than those related to information technology. The City's Infor EAM licenses include an inventory module that provides tools to monitor and control storeroom inventories.

According to *Inventory, Supplies and Materials System Requirements*,<sup>3</sup> published by the Joint Financial Management Improvement Program (JFMIP),<sup>4</sup> an inventory, supplies, and materials system must support the following common requirements, including:

- Control user access and permit only authorized personnel to enter, modify, or otherwise alter inventory records.
- Provide audit trails to trace transactions for all adjustments made to inventory.
- Provide for easy access to historical files for comparative, analytical, and trend information.
- Compute the safety level<sup>5</sup> of an item, if any, on a regular schedule. The safety level may include variables stipulated by management to establish intended service levels.
- Recompute the reorder point level on a regular schedule, considering the item's acquisition lead time, quantity, safety level, and repair cycle level, if applicable.

Further, an inventory, supplies, and materials system should provide information on current inventories and historical usage to be used in capacity planning.

Use of an inventory system with the features above would allow Rec and Park to manage inventory more

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<sup>3</sup> *Inventory, Supplies and Materials System Requirements* is one of a series of functional systems requirements documents published by JFMIP dealing with federal financial management systems. JFMIP-SR-03-02, *Federal Financial Management System Requirements, Inventory, Supplies and Materials System Requirements*, JFMIP, August 2003, <http://www.dfas.mil/dfasffmia/jfmiparchive.html>

<sup>4</sup> JFMIP is a joint undertaking of the U.S. Department of Treasury, General Accounting Office (now Government Accountability Office), Office of Management and Budget, and Office of Personnel Management, working in cooperation with one another, with other agencies, and with the private sector, to improve financial management in the federal government.

<sup>5</sup> An item's safety level is the quantity stocked as a buffer against back orders caused by fluctuations in demand over lead times and other variables.

effectively and efficiently. According to the JFMIP document, financial management systems must ensure the integrity of information for decision-making and measuring performance.

**Recommendations**

The Recreation and Park Department should:

15. Replace the Storeroom's inventory management system with a more modern, capable system.
16. Contact the Department of Technology to understand the functionalities of Infor EAM and, if appropriate, consider implementing it as its inventory management system.

**Finding 1.6**

**The locations of inventory items in the Storeroom are not clearly marked or documented in the inventory system to efficiently locate items.**

*The Storeroom does not document the physical location of inventory items.*

The Storeroom inventory system does not identify the location of inventory items. The Storeroom organizes its inventory by group type (for example, athletics, crafts/games, electrical, first aid, gardening, housekeeping, safety, and tools) on shelves. However, there is no location indicated in the inventory system or formal map to document the location of any item in the Storeroom. Location is one of the elements needed to establish physical control.

The senior storekeeper stated that there used to be a map detailing the location of inventory items; however, it was misplaced. Documentation of the location of inventory items in the Storeroom would allow other Storeroom staff that may be assigned to the Storeroom in the future to more efficiently find items as part of its routine work and count items during the annual physical count.

The GAO Guide states that pre-inventory activities, primarily physical location preparation, are accomplished before the physical count to increase the efficiency and effectiveness of the count. Physical location preparation typically includes verifying that items are in the correct location.

Further, according to the JFMIP document, general

mandatory requirements for any system that controls inventory, supplies, and materials include that the system can record location. The lack of location information in the system may make it more difficult to locate inventory items during physical counts, which could lead to wasted staff time.

**Recommendation**

17. The Recreation and Park Department should ensure that its new inventory system can record the locations of inventory items and organize the Storeroom to allow locations to be identified.

**Finding 1.7**

**The Storeroom's on-hand inventory does not match its system records, increasing the risk of undetected theft and lost or missing inventory.**

The Storeroom's inventory records are inaccurate.

The Storeroom's inventory records are inaccurate because they include both shortages and overages.<sup>6</sup> The Storeroom relies on its inventory management system, D-Base Plus, to maintain an accurate count of its inventory, but the system produces inaccurate records because it includes overages and shortages. Inaccurate inventory records increase the risk of inefficiencies and reduce the Storeroom's ability to monitor its materials.

Test counts of the inventory found discrepancies between system and floor counts. Of the 417 items available to be ordered on the Storeroom's inventory list on November 3, 2014, 40 (10 percent) were purposefully selected to determine the accuracy and existence of the counts in D-Base Plus. Another purposefully selected 40 items were counted from the inventory floor to determine completeness of the counts in D-Base Plus.

System counts did not match actual counts for 8 percent of selected items.

As shown in Exhibit 3, the system-to-floor test found that the physical inventory amounts did not match for 3 (8 percent) of the 40 items sampled, resulting in a 92 percent accuracy rate. For two items, there were more units on hand than listed in the inventory records, and for one item there were fewer units on hand than listed.

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<sup>6</sup> A shortage is when the system shows more units of an item than are actually on hand. An overage is when the system shows fewer units of an item than are actually on hand.

**EXHIBIT 3 Discrepancies in Inventory Records Based on System-to-Floor  
 Physical Count on November 3, 2014**

Item Number	Item Description	Quantity		Difference
		Per D-Base Plus	Audited	
1920	Lamp, Incandescent, 200 watt	455	445	(10)
3360	Vest, Fluorescent, Safety, Large	88	138	50
2650	Vest, Fluorescent, Safety, 3X-Large	1	15	14
<b>Total</b>		<b>544</b>	<b>598</b>	

Source: Auditor's analysis of sample of 40 items.

*Floor counts did not match inventory records for 10 percent of selected items.*

The floor-to-system test found that physical inventory amounts did not match for 4 (10 percent) of the 40 items sampled, resulting in a 90 percent accuracy rate (see Exhibit 4). For three items, there were more units on hand than shown on the inventory records, and for one item there were fewer units on hand than listed.

**EXHIBIT 4 Discrepancies in Inventory Records Based on Floor-to-System  
 Physical Count on November 3, 2014**

Item Number	Item Description	Quantity		Difference
		Per D-Base Plus	Audited	
1900	Lamp, Incandescent, 15 watt	136	152	16
1970	Lamp, Incandescent, 60 watt	197	202	5
1180	Safety Glasses, Clear	204	104	(100)
2740	Screwdriver, Slotted, 4" Shank	50	54	4
<b>Total</b>		<b>587</b>	<b>512</b>	

Source: Auditor's analysis of sample of 40 items.

Shortages could indicate potential loss or theft, and both shortages and overages, at a minimum, indicate issuance problems. A shortage indicates that items were removed from inventory without updating records. An overage indicates that items were not recorded in inventory when stocked, items recorded as issued were not taken, or issued items were returned to the shelf. Both shortages and overages can result from staff inaccurately updating system records. Regardless of the cause, these inaccuracies increase the risk of undetected theft and assets going lost or missing.

*Storeroom staff could not explain the reasons for most of the count discrepancies.*

When presented with the count discrepancies in the preceding exhibits, Storeroom staff could explain only the discrepancies concerning the safety vests. The senior storekeeper stated that uniform items worn by Rec and Park employees, such as safety vests, are not consistently updated in the system because they are distributed so frequently. Uniform ordering is managed by Purchasing. Certain uniform items, including safety vests, are ordered, stored, and distributed by the Storeroom, while others, such as fleece jackets, are ordered and distributed to employees by Purchasing.

According to the GAO Guide, one of the key factors in developing and implementing an accurate physical count process is to establish accountability. Establishing accountability for the inventory physical count requires setting performance goals and holding the appropriate level of personnel responsible for the overall process. Performance goals for the physical count process can be set by establishing inventory accuracy goals or other measurable, results-oriented performance expectations, such as adjustments and the number of accurate counts. Primary responsibility for the overall physical inventory counts should be specifically designated and assigned. The designated individual should be held responsible for achieving an established inventory record accuracy goal.

Establishing performance goals will help Rec and Park manage and evaluate the effectiveness and efficiency of its Storeroom operations and continually assess the department's progress in achieving and maintaining those goals. According to the GAO Guide, experts agree that inventory record accuracy goals should be set at 95 percent or higher.

## **Recommendations**

The Recreation and Park Department should:

18. Ensure that its system records accurately reflect inventory on hand.
19. Establish performance goals for its physical counts and develop employee/supervisor performance measurement systems to hold appropriate personnel accountable for accomplishing a consistent, accurate physical count of inventory.

20. Identify the most efficient and effective method of uniform distribution. The department should choose either a centralized approach where the Storeroom is responsible for receiving, maintaining, and tracking movement of all uniform items or a decentralized approach where the Storeroom receives all uniform items, but distributes them to each Recreation and Park Department division, which would then maintain and track the items' movement.

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## CHAPTER 2 – Structural Maintenance Needs Major Improvement to Strengthen Its Inventory Monitoring and Processes

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### Summary

The inventory and materials management processes of Rec and Park's Structural Maintenance Division have multiple weaknesses. Inventory is not recorded or monitored and there are no policies or procedures to identify or dispose of obsolete items. Overall, Structural Maintenance needs major improvement to its internal controls so it can be reasonably assured that its assets are properly received, recorded, accounted for, and organized.

### Finding 2.1

**Structural Maintenance does not maintain a complete record of or monitor its inventory, increasing the risk of understocked or unavailable inventory items.**

*Structural Maintenance holds inventory that is not properly tracked.*

Structural Maintenance holds parts in its inventory that are not accounted for through an inventory list or an inventory system. According to Structural Maintenance staff, each shop makes necessary purchases on a just-in-time basis. However, during a site visit to the Structural Maintenance yard, CSA observed that some of the ten shops maintain stocks of miscellaneous parts. Structural Maintenance staff explained that these items were likely extra parts that had accumulated over the years and spare parts used for emergency repairs. However, staff confirmed that the division has no documented inventory list of all items and has no inventory system to maintain and monitor inventory. Structural Maintenance does not perform annual physical counts of this inventory. Also, shop staff is not required to record the items that are taken from these stocks of miscellaneous parts at the respective shops to use for repair work.

According to the GAO Guide, managers and other decision makers need to know how much inventory there is and where it is located to make effective budgeting, operating, and financial decisions and to create a government that works better and costs less. Detailed

asset records help provide for the physical accountability of inventory and the efficiency and effectiveness of operations.

The GAO Guide also states that counting an appropriate amount of the total inventory at a point in time or over a period of time with regular frequency helps to provide accurate inventory records for operational decisions. The most desirable goal for physical counts is to count every inventory item at least yearly.

Without a system to monitor inventory items, there is a greater risk that they will be understocked or unavailable, which could result in delays when Rec and Park units request them. Without annual physical counts, Structural Maintenance cannot be assured that its inventory is adequately protected against loss and theft and that there are no shortages or unnecessary purchases.

## Recommendations

The Recreation and Park Department should:

21. Identify the shops that should maintain and manage an inventory list, which will help track inventory balances continuously whenever new transactions occur.
22. Include the Structural Maintenance Division's inventory items when transitioning to a new inventory system.
23. Perform annual physical inventory counts on inventory items held by its shops.

## Finding 2.2

**Structural Maintenance lacks written policies and procedures on identifying and disposing of expired and/or obsolete items, increasing the risk of incurring unnecessary costs.**

*Structural Maintenance has no formal policies or procedures for managing inventory.*

Structural Maintenance has no written policies or procedures concerning obsolete inventory. Structural Maintenance shops hold inventory items that are not managed through a perpetual inventory system. According to Structural Maintenance staff, these items are older spare parts that likely are obsolete but are kept for emergency repairs. The staff also confirmed that there is no inventory list or system to track these items,

nor are there written policies or procedures to help staff identify obsolete inventory items or items that are no longer being used in Rec and Park's parks and open spaces.

According to the GAO Guide, physical controls and accountability reduce the risk of undetected theft and loss and unexpected shortages of critical items. These controls improve accountability over inventory, which helps ensure continuity of operations, improved storage, and control of excess or obsolete stock.

According to *Inventory Best Practices*,<sup>7</sup> it is a best practice to follow a schedule of regular obsolete inventory reviews. Benefits of these reviews include opening up space in the warehouse for other purposes and creating an opportunity for identifying changes in practices to reduce obsolete inventory in the future.

The lack of policies and procedures for identifying and disposing of obsolete inventory may cause Rec and Park to use space to store obsolete items that could be liquidated rather than freeing up space to hold other necessary inventory items. According to the San Francisco Administrative Code, Section 21.03, obsolete items are to be disposed of in a manner that will maximize the City's economic return.

According to *Inventory Best Practices*, guidance in the field of inventory management allows organizations to keep on hand working parts for obsolete equipment or infrastructure that is still in use so that it can be serviced and repaired. Rec and Park can benefit from assessing whether all items need to be retained before establishing an inventory of all extra and spare parts stored at the shops.

## Recommendations

The Recreation and Park Department should:

24. Assess the condition and usability of items stored at its shops and identify obsolete materials for disposal.
25. Establish written policies and procedures for the identification, segregation, and disposal of obsolete

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<sup>7</sup> Bragg, Steven M., *Inventory Best Practices*, John Wiley & Sons, Inc., Hoboken, New Jersey, 2004.

items. At a minimum, these policies and procedures should define obsolescence and establish clear responsibilities for the enforcement of these policies and the ultimate disposition of the obsolete items in accordance with the San Francisco Administrative Code, Section 21.03, guidelines for disposal of surplus materials.

26. Establish a schedule for periodic review of obsolete items and their disposal.

## APPENDIX: DEPARTMENT RESPONSE

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Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

April 6, 2015

Ms. Tonia Lediju  
Director of Audits  
Office of the Controller  
City Services Auditor Division  
City Hall  
1 Carlton B. Goodlett Place, Room 316  
San Francisco, CA 94102

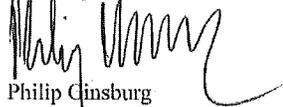
Re: Response to the Recreation and Park Department Inventory Audit

Dear Ms. Lediju:

The Recreation and Park Department (RPD) has received the draft of the City Services Auditor's audit of the Department's inventory management. We appreciate the time and effort that your staff spent on the audit.

Attached please find RPD's response to the audit recommendations. If you have any questions regarding the department's response, please feel free to contact Katie Petrucione, the department's Director of Administration and Finance at 415.831.2703.

Sincerely,

  
Philip Ginsburg  
General Manager

Attachment

cc: Katie Petrucione  
Denny Kern

For each recommendation, the responsible agency should indicate whether it concurs, does not concur, or partially concurs. If it concur recommendation, it should indicate the expected implementation date and implementation plan. If the responsible agency does not partially concurs, it should provide an explanation and an alternate plan of action to address the identified issue.

## RECOMMENDATIONS AND RESPONSES

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Recommendation	Response
The Recreation and Park Department should:	
1. Consistently perform annual physical inventory counts.	Agree. RPD will perform annual inventory beginning in Au the Storeroom under the management of RPD Purchasing Contracts.
2. Establish written policies and procedures for the annual physical count at the Storeroom. The written procedures should provide formal instructions for all aspects of the physical count processes, including: <ul style="list-style-type: none"> <li>• The objectives of the annual physical count.</li> <li>• The period in which the inventory count should be conducted.</li> <li>• The employees who should be involved and their roles and responsibilities.</li> <li>• Provisions for handling inventory movements.</li> <li>• Instructions for use of inventory count sheets (including their distribution, collection, and control), including segregation of duties among those responsible for count sheet control, counting inventory, and inputting completed count sheets to inventory records.</li> <li>• Instructions for researching and adjusting variances.</li> </ul>	Agree. RPD Purchasing and Contract Administration will e written policies and procedures by August 2015 for use in August 2015 annual inventory.
3. Regularly review and revise policy and procedures for any changes in the annual physical count process and individual tasks.	Agree.

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Recommendation	Response
4. Ensure that purchasing, receiving, distribution, and inventory recording responsibilities are segregated. If this is impossible due to organizational constraints, as a compensating control ensure that there is appropriate review and approval by a supervisor not involved in the inventory process.	Agree. RPD hired a 1932 Assistant Storekeeper in December to assist in management of the Storeroom. This new position will require the Department to segregate duties for purchasing, receiving, distribution and inventory recording.
5. Require management to review and approve differences between inventory records and quantities on hand.	Agree. This recommendation will be included in the policy procedures to be completed by August 2015.
6. Identify and train other staff to assist in performing some of the duties that the senior storekeeper performs.	Agree. The Department is training the new 1932 Assistant to assist in management of the Storeroom.
7. Adhere to its policy that requires that the employee who orders items through the department's purchase requisition form not also approve the purchase.	Agree.
8. Always date stamp invoices when received. The employee first receiving the invoice should date stamp it.	Agree. Invoices delivered to McLaren Lodge Annex will be stamped by the first employee receiving the invoice.
9. Comply with the City's Prompt Payment Policy and Recreation and Park Department policy to pay invoices within 30 days of the date on which they are received and accepted.	Agree. RPD is developing a departmental policy and procedure for processing of payment of goods and services. The policy will be consistent with the City's Prompt Payment and Payment Processing Guidelines to identify staff responsibilities for receiving and reviewing invoices in order to strengthen internal controls. RPD will assimilate the updated version of the Controller's Office guidelines and obtain approval from the Controller's Office of any department-specific processes. The Department will complete the policy and procedure by August 2015.
10. Establish written policy and procedure for accelerating the payment of invoices that offer early payment discounts.	Agree. RPD already adheres to the Prompt Payment Guidelines and enters payment information in the Advanced Purchasing and Control System (ADPICS) within the discount period to take advantage of discounts offered for early payment. On March 25, 2015, the Operations and Systems Division (AOSD) of the Controller's Office confirmed that a transaction from the inventory audit sample correctly entered by RPD in ADPICS with in the discount period. The system-generated payment did not apply the discount.

Recommendation	Response
11. Pay all invoices that offer early payment discounts by the deadline for the discount and ensure that the discount is applied if the department pays early.	Partially Agree. RPD complies with the Prompt Payment C strives to pay invoices that offer early payment discounts b discount deadline. On March 25, 2015, AOSD confirmed t correctly entered a transaction identified by the inventory e into ADPICS within the discount period, yet the system dic discount. Per recommendation from AOSD, RPD submitte samples to the ADPICS Help Desk to investigate why the not apply a discount. Checks generated by the system are directly to vendors. RPD does not have the ability, nor is a requirement, that a review of the check amount is require issuance. It is the responsibility of the City's ADPICS syste that payment discounts are properly applied when departm appropriately requested payment within the discount perio
12. Collaborate with the Advanced Purchasing and Inventory Control System Help Desk to: <ul style="list-style-type: none"> <li>a. Investigate the extent of the system issue and evaluate its monetary impact.</li> <li>b. Request credit from vendors if the value of unapplied discounts is deemed substantial.</li> </ul>	<ul style="list-style-type: none"> <li>a. Agree. RPD will request a report from AOSD to determ many '13-'14 invoices were paid within the 30 day peri include a discount due to ADPICS system error.</li> <li>b. Agree. If the amount of unapplied discounts is substan Department will request a credit from its vendors.</li> </ul>
13. Formalize in its written policy the percentage threshold for invoice payments exceeding the purchase order amount and the procedure for invoice payments exceeding the approved threshold.	Agree. RPD will develop a written policy for the percentag for invoice payments exceeding the purchase order amou procedure for invoice payments exceeding the approved tl August 2015.
14. Retain purchasing documents for a minimum of five years and ensure that the receiver reviews, signs, and dates packing slips immediately upon receipt of materials.	Agree. RPD currently maintains purchasing documents for RPD will continue to work to have receivers review, sign a packing slips.
15. Replace the Storeroom's inventory management system with a more modern, capable system.	Agree. RPD has planned for several years to move the St inventory system to the Department's asset management : known as TMA. The Department will assess the capabilities versus Infor EAM and make a decision about which syste implement by January 2016 with implementation by Janua

Recommendation	Response
16. Contact the Department of Technology to understand the functionalities of Infor EAM and, if appropriate, consider implementing it as its inventory management system.	Agree. RPD has planned for several years to move the St inventory system to the Department's asset management : known as TMA. The Department will assess the capabilities versus Infor EAM and make a decision about which system to implement by January 2016 with implementation by January 2016.
17. Ensure that its new inventory system can record the locations of inventory items and organize the Storeroom to allow locations to be identified.	Agree.
18. Ensure that its system records accurately reflect inventory on hand.	Agree. The August 2015 annual inventory will accomplish recommendation.
19. Establish performance goals for its physical counts and develop employee/supervisor performance measurement systems to hold appropriate personnel accountable for accomplishing a consistent, accurate physical count of inventory.	Agree. The Department will implement in the 2015-2016 performance evaluation cycle.
20. Identify the most efficient and effective method of uniform distribution. The department should choose either a centralized approach where the Storeroom is responsible for receiving, maintaining, and tracking movement of all uniform items or a decentralized approach where the Storeroom receives all uniform items, but distributes them to each Recreation and Park Department division, which would then maintain and track the items' movement.	Agree. The Department will review and assess its method of distribution by July 2015.
21. Identify the shops that should maintain and manage an inventory list, which will help track inventory balances continuously whenever new transactions occur.	Agree. The Plumbing Shop, Electrical Shop, and Carpentry Shop will maintain and manage an inventory list.
22. Include the Structural Maintenance Division's inventory items when transitioning to a new inventory system.	Agree.
23. Perform annual physical inventory counts on inventory items held by its shops.	Agree. The Department will complete the first annual physical inventory of items held and managed by the Plumbing Shop, Electrical Shop, and Carpentry Shop by December 31, 2015.

Recommendation	Response
24. Assess the condition and usability of items stored at its shops and identify obsolete materials for disposal.	Agree. Utilizing policies and processes identified via Reco 25, this assessment and identification of obsolete material accomplished simultaneously with the first annual physical conducted per Recommendation 23 by December 31, 201
25. Establish written policies and procedures for the identification, segregation, and disposal of obsolete items. At a minimum, these policies and procedures should define obsolescence and establish clear responsibilities for the enforcement of these policies and the ultimate disposition of the obsolete items in accordance with the San Francisco Administrative Code, Section 21.03, guidelines for disposal of surplus materials.	Agree. Utilizing industry best practices and reviewing successful policies of similar San Francisco government agencies, the will develop and promulgate written policies for the identification, segregation, and disposal of obsolete items held by the St Maintenance Yard by October 1, 2015.
26. Establish a schedule for periodic review of obsolete items and their disposal.	Agree. Per policies established via Recommendation 25 a the first annual physical inventory of items per Recommendation Department will conduct a review of obsolete items and then annually.

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**To:** BOS-Supervisors; BOS-Legislative Aides  
**Subject:** FW: Important Changes to Chapter 12B  
**Attachments:** 12B Amendment Memorandum.pdf; CMD-12B-101 Form.pdf

**From:** Ng, Veronica (ADM)  
**Sent:** Wednesday, April 29, 2015 2:34 PM  
**Subject:** Important Changes to Chapter 12B

To: San Francisco City and County Department Heads

Please see the attached memorandum and new compliance document for the Chapter 12B Equal Benefits Ordinance.

Kind regards,

Veronica Ng, Director  
Contract Monitoring Division (CMD)  
30 Van Ness Avenue | Suite 200 | San Francisco | CA | 94102  
Direct 415-581-2303 | Main 415-581-2310 | Fax 415-581-2351  
[Veronica.Ng@sfgov.org](mailto:Veronica.Ng@sfgov.org)  
Visit us at [sfgov.org/cmd](http://sfgov.org/cmd)



# CONTRACT MONITORING DIVISION CITY ADMINISTRATOR'S OFFICE



Edwin M. Lee, Mayor  
Naomi M. Kelly, City Administrator

Veronica Ng, Director

To: Department Heads  
From: Veronica Ng, Director, Contract Monitoring Division *nm*  
Re: New Chapters 12B & 12C Equal Benefits Compliance Verification Procedures  
Date: April 29, 2015

## Introduction

This memorandum provides City departments with an overview of the updated procedures for verifying compliance with the Equal Benefits provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Implementation of the new procedures for first-time contractor submittals and qualified pending contractor submittals will begin on May 1, 2015. ("Qualified" submittals do not contain evidence of noncompliance.)

Compliance standards have not changed; compliance verification procedures are being simplified. City agencies are still prohibited from entering into contracts and property contracts with noncompliant contractors. Compliant contractors must offer the same benefits to employees with spouses and employees with domestic partners, and to the domestic partners and spouses of employees.

Since the Equal Benefits Ordinance took effect in 1997, more contractors offer some type of domestic partner benefits. As such, compliance efforts are increasingly concentrated on refining and verifying equal benefit coverage, rather than introducing such coverage.

The new verification procedures are intended to substantially compress the compliance process while providing sufficient evidence of a contractor's equal benefit policies.

## New Procedures

Contractors may now choose to confirm compliance with the Equal Benefits Ordinance without providing their in-house documentation of individual benefits. To satisfy the documentation requirements, contractors may instead submit:

- a compliant Declaration form,
- a copy of a compliant memorandum they have sent to their employees, and
- legal verification of the firm's size, for example, certain tax forms.

The documentation submitted to the CMD is not a substitute for formally amending all benefit documents; it is a corroborating summary of the contractor's full implementation of compliant policies. Contractors may be audited at any time to ensure full compliance. Failure to provide benefits in accordance with the provisions of the law may result in suspension of a contractor's compliance status, financial penalties, and/or the inability to contract with the City.

The new compliance document is easier for contractors to use. It is designed to be an all-in-one kit that will assist contractors in understanding compliance standards and completing the process. The new document combines:

1. instructions for completing the compliance process,
2. the Chapter 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits form (CMD-12B-101), that verifies under penalty of perjury contractors' nondiscrimination and employee benefit policies are compliant,
3. a template for a memorandum to contractors' employees that substantiates full implementation of compliant benefit policies,
4. the Equal Benefits Documentation Guide that will guide contractors to an understanding of what benefits and documentation they must have in place in order to meet all compliance standards.

## **Implementation**

A copy of the new compliance document that includes the 12B & 12C Declaration (CMD-12B-101) is attached to this memorandum for your convenience. Please forward it to your agency's contracting staff for inclusion in Requests for Proposals, Requests for Qualifications and distribution to prospective contractors. The compliance document and extensive resource materials are available on the CMD website ([www.sfgov.org/cmd](http://www.sfgov.org/cmd)). Contractors will also be provided with the new document and encouraged to complete the compliance process when they register with the Office of Contract Administration.

## **Summary**

Working together, the CMD and other City agencies can ensure a smooth transition to the new Equal Benefits verification procedures.

Please contact me at (415) 581-2303 or the Equal Benefits Program Manager, Tamra Winchester, at (415) 581-2304 if you have questions regarding the new procedures.



# CITY AND COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION

## S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS (CMD-12B-101)

The Equal Benefits Ordinance prohibits the City and County of San Francisco from contracting with vendors that discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and between the domestic partners and spouses of such employees.

- *Domestic Partners are same-sex and opposite-sex couples registered with any state or local government agency authorized to perform such registrations.*
- *Domestic partnerships and marriages may only be verified to the same extent and in the same manner. For example, waiting periods to qualify for benefits must be the same for domestic partners and spouses. Domestic partner registry certificates must be recognized as fully equivalent to marriage certificates.*

### INSTRUCTIONS

**STEP 1 Obtain a Vendor Number**

- If you have already been issued a vendor number by the City & County of San Francisco, go to Step 2.
- To obtain a vendor number, contact Vendor File Support: [vendor.file.support@sfgov.org](mailto:vendor.file.support@sfgov.org) or (415) 554-6702.

**STEP 2 Complete this 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits form (CMD-12B-101)**

**STEP 3 Obtain the necessary supporting documentation**

- Most recent legal verification of employee count/firm structure, for example, a W-3 Form, DE 1 Form, DE 9 Form or an annual San Francisco Payroll Expense Tax Statement.  
(Please redact confidential employee information.)
- A copy of a memorandum that has been distributed to your firm's employees detailing the firm's compliant nondiscrimination and domestic partner benefit policies. An example of a memorandum that includes all required confirmations is provided with this form and on the Contract Monitoring Division website.  
*Note: the memorandum is not a substitute for fully compliant incorporation of domestic partner language in all benefit policies.* Please contact the Contract Monitoring Division prior to distribution of the memorandum if you have questions.

**STEP 4 Submit the 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits form (CMD-12B-101) and all supporting documentation to:**

- [cmd.equalbenefits@sfgov.org](mailto:cmd.equalbenefits@sfgov.org) or  
Contract Monitoring Division, 30 Van Ness Avenue, Suite 200, San Francisco, CA 94102-6020

◆ **Section 1. Vendor Information**

Name of Firm: \_\_\_\_\_

Name of Firm Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Vendor Number (if known): \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

Approximate Number of Employees in the U.S. (Do not count yourself): \_\_\_\_\_

Are any of your employees covered by a collective bargaining agreement or union trust fund?

Yes  No

Union name(s): \_\_\_\_\_

DATE & TIME RECEIVED BY CMD  
(FOR CMD USE ONLY)

◆ Section 2. Compliance Questions

**Question 1. Nondiscrimination – Protected Classes**

- A. Does your firm agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person’s membership in the following categories?  YES  NO

**Please note:** a YES answer is required for compliance.

*Race, Color, Creed, Religion, National origin, Ancestry, Age, Sex, Sexual orientation, Gender identity (transgender status), Domestic Partner status, Marital status, Disability, AIDS/HIV status, Height, Weight*

- B. Does your firm agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?  YES  NO

**Please note:** you must answer this question even if you do not intend to enter into any subcontracts, and a YES answer is required for compliance.

**Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners, and for the Spouse or Domestic Partner of an Employee**

Questions 2A and 2B should be answered YES even if your employees pay some or all of the cost of spousal or domestic partner benefits.

- A. Does your firm provide or offer access to any employee benefits?  YES  NO  
(If your firm does not have employees, answer NO)

- B. If you answered “Yes” to 2.A, are all of the benefits equally available to employees with domestic partners and employees with spouses?  YES  NO  
(If your firm does not have employees, answer NO)

**If you answered YES to either or both Questions 2A and 2B, please continue to Question 2C.**

**If you answered NO to both Questions 2A and 2B, please complete Section 3.**

- C. Please check all benefits that apply to your answers above and list in the “Other” line any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as dependent life insurance.

BENEFIT	Available to Employees	Available to/Affects Domestic Partners	Available to/Affects Spouses
• Health Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dental Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Vision Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Retirement (Pension, 401(k), IRA, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Relocation and/or Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Firm Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dependent Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Short-Term/Long-Term Disability Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Accidental Death & Dismemberment Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other (Please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other (Please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Firm Name \_\_\_\_\_

D. Please **initial** all statements below that apply to your firm. **Please note:** in addition, a **YES** answer is required for compliance.

- Domestic partners are defined as same-sex couples and opposite-sex couples registered with any state or local registry and verify their relationship in the same manner as spouses.  YES  NO
- A memorandum detailing our firm's domestic partner policies has been distributed to employees.  YES  NO
- The employee handbook includes domestic partner language wherever spouses are referenced.  YES  NO
- The children of domestic partners are explicitly included in all policies that recognize stepchildren.  YES  NO
- All insurance plans contain language that recognizes spouses and domestic partners equally.  YES  NO
- All retirement, 401(k) and similar plans explicitly provide the same distribution choices for spousal and domestic partner or nonspousal beneficiaries.  YES  NO

**Note:** If you can't offer a benefit in a nondiscriminatory manner *because of reasons outside your control*, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (CMD-12B-102) with all necessary attachments, and have your application approved by the Contract Monitoring Division. For more information, see the Rules of Procedure or contact the Contract Monitoring Division.

## COMPLIANCE AUDITS AND REQUIRED DOCUMENTATION

The City and County of San Francisco regularly audits firms to verify that the answers on this form are complete and accurate.

Please see the **Chapter 12B Equal Benefits Documentation Guide** for a detailed description of compliant documentation.

To be certified under Chapters 12B & 12C you must submit proper documentation confirming that your firm has already fully implemented equal benefits for employees with spouses and employees with domestic partners, and between the spouses and domestic partners of such employees. In addition to a compliant CMD-12B-101 Declaration, you must submit legal verification of your firm's employee count and a copy of your compliant memorandum to employees that explains your firm's nondiscrimination and domestic partner benefit policies. *Note: the memorandum is not a substitute for fully compliant incorporation of domestic partner language in your firm's benefit policies.* You may also be required to provide benefit documentation to verify that your firm does not discriminate in the provision of benefits. Such documentation may include your employee handbook and confirmations from your insurance, union and retirement documents. Failure to offer benefits in accordance with the San Francisco Chapter 12B Equal Benefits Ordinance may result in suspension of your firm's compliance status, financial penalties and/or the inability to contract with the City and County of San Francisco.

### ◆ Section 3. Execute this CMD-12B-101 Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (City) \_\_\_\_\_ (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

▶ **Submit this form and supporting documentation to:** Contract Monitoring Division, 30 Van Ness Ave., Suite 200, San Francisco, CA 94102-6020, or to [CMD.EqualBenefits@sfgov.org](mailto:CMD.EqualBenefits@sfgov.org) or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: [www.sfgov.org/CMD](http://www.sfgov.org/CMD).

☎ **For assistance**, please contact the Contract Monitoring Division at 415-581-2310.

## EXAMPLE OF 12B COMPLIANT MEMORANDUM TO EMPLOYEES

[FIRM LETTERHEAD]

To: All [Firm Name] Employees  
From: [Firm Representative Name, Title]  
Re: Domestic Partner Benefit Policy  
Date: [Date]

---

[Firm Name] does not discriminate based on the following protected categories:

Race, Color, Creed, Religion, National origin, Ancestry, Age, Sex, Sexual Orientation, Gender identity (transgender status), Domestic Partner status, Marital status, Disability, AIDS/HIV status, Height, Weight

[Firm Name] offers the following employee benefits equally to employees with spouses and employees with domestic partners, and to the spouses and domestic partners of such employees [List all benefits provided by firm]:

- Health Insurance - [List each carrier]
- Dental Insurance - [List each carrier]
- Vision Insurance - [List each carrier]
- Retirement - [List each type of plan, for example, Pension, 401(k), 403(b), Simple IRA]
- Bereavement Leave
- Family Leave
- Parental Leave
- Employee Assistance Program
- Relocation and/or Travel
- Firm Discount, Facilities & Events
- Credit Union
- Child Care
- Dependent Life Insurance - [List each carrier]
- Short Term and/or Long-Term Disability Insurance - [List each carrier]
- Accidental Death & Dismemberment Insurance – [List each carrier]

Domestic partners are defined as same-sex and opposite-sex couples who are registered with any state or local government domestic partner registry. Any requirements for proof of relationship or waiting periods for domestic partnerships are also applied to marriages. Domestic partner registry certificates are accepted as fully equivalent to marriage certificates.



**CITY & COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISION**

**CHAPTER 12B EQUAL BENEFITS DOCUMENTATION GUIDE**

Each benefit policy must include domestic partners and their children where spouses and stepchildren are referenced.

Blanket statements regarding your firm's general domestic partner policy in a separate part of the employee handbook are insufficient.

Benefit Type	Guidelines	Standard Documentation
Health Dental Vision Dependent Life Long-term Disability Long-term Care Accidental Death & Dismemberment Business Travel Accident Personal Travel Accident	<p>Insurance confirmations must explicitly define Domestic Partners as <b>“same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry.”</b></p> <p>In addition, it must be confirmed that <b>any requirements for proof of relationship for domestic partnerships are also applied to marriages. For example, domestic partner registry certificates must be recognized as fully equivalent to marriage certificates.</b></p> <p>Insurance policies that provide continuation coverage to spouses and stepchildren must specify that COBRA-like continuation coverage is available to domestic partners and their children.</p> <p>Pre-tax benefits may not comply.</p>	<p>Acceptable: the cover page, eligibility section, and other relevant sections (such as the COBRA section) of the Basic Plan Document, or you may submit a letter or email message from the insurance carrier (contact us for an example).</p> <p>Unacceptable: letters from brokers, enrollment forms, invoices, Summary Plan Descriptions.</p>
Retirement (Pension, 401(k), etc.)	<p>Plan documents must confirm that the distribution options are the same for spouse and non-spouse or domestic partner beneficiaries (not who can be a beneficiary, but how the money is distributed upon the employee's death).</p>	<p>A copy of the cover page and the distribution section of the Summary Plan Description or Basic Plan Document of your 401(k) or pension or savings plan(s). If you have a prototype plan, please include the Adoption Agreement.</p>
Bereavement Leave Family Leave Family Medical Leave Military Caregiver Leave Military Exigency Leave Parental Leave Relocation and Travel Discounts, Facilities & Events	<p>Where the term "spouse" is used, the term "domestic partner" must be included.</p> <p>The definition of "immediate family" must be defined in the bereavement policy and if it includes in-laws, the equivalent members of a domestic partner's family must be explicitly included. <i>An example of a compliant definition is: the employee's spouse or domestic partner; a parent, child, or sibling of the employee, spouse or domestic partner; and the spouse or domestic partner of the employee's parents, children, or siblings.</i></p> <p>Federal law does not prevent recognition of domestic partners or their children in the FMLA and Military policies.</p>	<p>A copy of your employee handbook policies.</p> <p>When the term "Domestic Partners" is defined in an employee handbook, the following definition must be used: "same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry." Domestic partners may not be required to prove their relationship (for example, with an affidavit) or subject to waiting periods unless a firm provides proof that spouses are subject to the same requirements. Domestic partner registry certificates must be recognized as fully equivalent to marriage certificates.</p>
Employee Assistance Program Credit Union	<p>References to spouses must include references to domestic partners or household members.</p>	<p>A brochure or letter from the provider or policy from the employee handbook.</p>
Child Care	<p>References to spouses must include references to domestic partners.</p> <p>Pre-tax benefits may not comply.</p>	<p>A brochure or letter from the provider.</p>
Union	<p>Separate documentation must be submitted for benefits administered through collective bargaining agreements.</p>	<p>Unions that recognize domestic partners have usually prepared a 1-page statement that is available upon request. If a union doesn't recognize domestic partners, call the Equal Benefits Unit at 415-581-2310 for assistance.</p>
Other	<p>If your firm offers other benefits, please specify what they are on the 12B Declaration and provide documentation.</p>	<p>Varies; call the Equal Benefits Unit at 415-581-2310 for assistance.</p>