STATE OF CALIFORNIA **Gray Davis,** ***GOVERNOR***

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.

STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

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,

Chuck Cake

Chuck Cake
Chief Deputy Director

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

RECEIVED
Department of Industrial Relations
FEB 06 2002
Div. of Labor Statistics & Research
Chief's Office

cc: Don Doser, Local 3 Business Manager
Dean Dye, Director - Testing & Inspection Division
and Technical Engineers Division

REC:mer
opeiu-3-afl-cio(3)

DEPARTMENT OF INDUSTRIAL RELATIONS
STATE OF CALIFORNIA
CLARIFICATION REQUEST - SOILS & MATERIALS TESTER (SMT)
WITH
OPERATING ENGINEERS LOCAL 3'S RESPONSES

---

1. Summarize the intent of the coverage of the SMT classification in your No. CA Master Agreement, which serves as the basis for the prevailing wage determination.

All visual, physical and non-destructive testing that is done at a jobsite, on-site lab, fabrication site (yard), or off-site lab used exclusively for covered work.

2. Define the following and indicate if done by the SMT classification:

a) Magnetic particle testing -- used for welding, laminations and other steel inspections; done by SMT
b) Non-destructive inspection -- used for welding, laminations and other steel inspections; done by SMT
c) Ultrasonic testing -- used for welding, laminations and other steel inspections; done by SMT
d) Keying -- excavation at the toe of a slope; done by equipment operator
e) Benching -- process of removing noncompacted or "soft" soil in order to properly place the compacted soil on unyielding materials; done by equipment operator
f) Scarifying -- process of ripping or otherwise preparing the existing surface; done by equipment operator
g) "Rolling of slopes" -- process of compacting the slope to the required density (also called "back rolling"); done by equipment operator
h) One-pointer -- test made to roughly determine the weight and maximum density of the soil being used as fill material; done by SMT
i) "Correction for rock" -- used during a compaction test to mathematically remove all oversize rock from the equation; done by SMT

3. Does lab work fall within the jurisdiction of the SMT? Does the on/off site location of the lab make a difference?

Lab work done offsite normally does not fall under the Construction Inspectors jurisdiction. If a field lab is set up at the project site in the field, it then falls under the Construction Inspectors jurisdiction.

4. What is the civil engineer's job when working with the SMT? Is the civil engineer covered under the scope of the SMT sections of the collective bargaining agreement (CBA)?

A Civil Engineer generally provides direction, plan interpretation and engineering type decisions. They may be either on- or off-site (depends on the nature of the project). They generally do not do the Construction Inspector type work; but if they do, then it is covered work.

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.

WM. C. WAGGONER
Business Manager
and
General Vice-President

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 12

December 6, 2001

RECEIVED
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 <u>all structures,</u> including but not limited to, residential and commercial buildings, bridges, piers, warehouses, oil/water tanks, docks, refineries, heavy highway construction, underground construction, water works, sewers, water reclamation, flood control, dams, dredge, etc.

A field soils and material tester (FSMT) performs a variety of duties. They include special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests.

Occasional overlap of duties may occur between the BCI and FSMT, such as taking concrete specimens in the field, however, one must look at the overall scope of work/duties to determine the proper prevailing wage/rate classification.

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

Fred C. Young, Financial Secretary
I. U. O. E., Local Union No. 12

FCY:smc
cc: David Lanham, Contract Compliance

STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

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.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
San Francisco, CA 94102
455 Golden Gate Avenue, 10th Floor

GRAY DAVIS, *GOVERNOR*

ADDRESS REPLY TO:
P.O. Box 420603
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 for the working hours applicable to the craft/classification published in the Director's General Prevailing Wage Determinations, which has a swing shift and/or a graveyard shift.

Sincerely,

Chuck Cake
Chief Deputy Director

STATE OF CALIFORNIA

GRAY DAVIS, *GOVERNOR*

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

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,

Chuck Cake

Chuck Cake
Acting Director

STATE OF CALIFORNIA **Gray Davis,** ***GOVERNOR***

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

June 27, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice provides clarification regarding the applicable classifications for work involving the installation of burglar alarms and fire alarms.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Mariposa, Merced, Nevada, Placer, Plumas, Sacramento, San Luis Obispo, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Comm & System Installer in the following counties: Contra Costa, Del Norte, Fresno, Humboldt, Imperial, Inyo, Kings, Lake, Madera, Marin, Mendocino, Mono, Monterey[a], San Benito[a], San Bernardino, San Diego, San Francisco, Santa Barbara, Santa Clara, Santa Cruz[a], Sonoma, Tulare and Ventura. **Please note that if the installation of the burglar alarm and fire alarm are integrated, then the classification for the fire alarm installation listed below applies.**

Fire alarm installation is performed at the rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Fresno[b], Glenn, Humboldt, Imperial, Inyo, Kern, Kings[b], Lake, Lassen, Los Angeles, Madera[b], Marin, Mariposa, Mendocino, Merced, Mono, Monterey[a], Nevada, Placer, Plumas, Riverside, Sacramento, San Benito[a], San Bernardino, San Diego, San Francisco, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz[a], Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare[b], Tuolumne, Ventura, Yolo and Yuba.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations
Division of Labor Statistics and Research
Prevailing Wage Unit
P.O. Box 420603
San Francisco, CA 94142

For questions on burglar alarm and/or fire alarm installation in any county not listed above, please send a written request to the above address. Please note that classification determinations are issued on a project-by-project basis. Requests should include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Sincerely,

Chuck Cake

Chuck Cake
Chief Deputy Director

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[a] Installation of conduit, boxes, cables and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.

[b] Conduit installation and wire pull are performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm and System Installer rate.

STATE OF CALIFORNIA
GRAY DAVIS, *GOVERNOR*

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

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.

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 C7 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 to Vice President
Communications Workers of America, District 9

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

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.

STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

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

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, Tenth Floor
San Francisco, CA 94102
(415) 703-5050

April 13, 2005

RE: Enforcement of Prevailing Wage Obligations for On-Haul and Off-Haul Trucking By Owner-Operators Not Employed by Material Suppliers

Dear Interested Parties:

This notice is in response to the various letters I have received regarding enforcement of prevailing wage obligations for owner-operator truck drivers hauling material and equipment to and from public works sites.

It has been this Department's policy that owner-operators, including owner-operator truckers, performing public work must be paid prevailing wages.[1] It appears, however, and as some of you have acknowledged, the majority of the Department's enforcement of prevailing wage obligations has concerned owner-operators (of any kind) performing work within a public works site.[2]

In light of the Department's enforcement experience and its current consideration of appropriate wage rates for owner-operators performing on-haul and off-haul trucking, enforcement of prevailing wage obligations for such work is stayed pending DLSR's establishment of the appropriate rates, including a formula for applying them to the unique circumstances of owner-operator compensation.[3]

In addition, the rates established by DLSR for owner-operator truckers performing off-haul and on-haul deemed to be public work will be applicable to all work advertised for bid on or after the date of the rates issued by DLSR.[4]

Sincerely,

/s/John M. Rea
Acting Director

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[1] Under *O. G. Sansone Co. v. Department of Transportation* (1976) 55 Cal.App.3d 434, 458, 127 Cal.Rptr. 799, this excludes owner-operators employed by material suppliers.

[2] Almost all prevailing wage complaints involving owner-operators performing on-haul and off-haul trucking appear to have come in after the request for a determination or after the issuance of the determination.

[3] Labor Compliance Programs are required to enforce prevailing wage obligations in a manner consistent with the enforcement policies of DLSE (title 8, California Code of Regulations, section 16434). Thus, Labor Compliance Programs are directed to observe the same stay policy as described herein.

[4] Consistent with the Department's enforcement policy, if an awarding body does not advertise the public works project for bid, other benchmarks events, including the first written memorialization of the agreement concerning the public works elements of project or the contract governing the award of public funds will be utilized instead. See e.g., Baldwin Park Market Place, City of Baldwin Park, Public Works Case No. 2003-028, October 16, 2003.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

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

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

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

	Effective Date of Rates [c]		
	7/7/2002 - 3/14/2003	3/15/2003 - 3/5/2004	3/6/2004 - Present
COUNTY			
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 [b]
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 [a]		
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 [a]		
San Bernardino	Electrician: Comm & System Installer		
San Diego	Electrician: Comm & System Installer	Electrician: Sound & Signal Tech	Electrician: Soundman [b]
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 [a]		
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:

[a] Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Communication and System Installer rate.

[b] The Soundman rate applies when installing, terminating, operating, assembling, wire pulling, splicing, and installing devices. The Sound & Signal Tech rate applies when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

[c] Each wage decision reflecting a craft(s)/classification for a given time period remains in effect for each subsequent time period unless superseded by another wage decision.

Table 2: Fire Alarm Installation

	Effective Date of Rates [e]			
	7/7/2002 - 3/14/2003	3/15/2003 - 3/5/2004	3/6/2004 - 11/19/2005	11/20/2005 - Present
COUNTY				
Alameda	Project-by-Project Basis			
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 [a]			
Glenn	Electrician: Inside Wireman			
Humboldt	Electrician: Inside Wireman			
Imperial	Electrician: Inside Wireman	Electrician: Sound & Signal Tech	Electrician: Soundman [c]	
Inyo	Electrician: Inside Wireman			
Kern	Electrician: Inside Wireman			
Kings	Electrician: Inside Wireman [a]			
Lake	Electrician: Inside Wireman			
Lassen	Electrician: Inside Wireman			
Los Angeles	Electrician: Inside Wireman			Electrician: Comm & System Installer [d]
Madera	Electrician: Inside Wireman [a]			
Marin	Electrician: Inside Wireman			
Mariposa	Electrician: Inside Wireman			
Mendocino	Electrician: Inside Wireman			
Merced	Electrician: Inside Wireman			
Modoc	Project-by-Project Basis			
Mono	Electrician: Inside Wireman			
Monterey	Electrician: Inside Wireman [b]			
Napa	Project-by-Project Basis			
Nevada	Electrician: Inside Wireman			
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 [b]			
San Bernardino	Electrician: Inside Wireman			
San Diego	Electrician: Inside Wireman	Electrician: Sound & Signal Tech	Electrician: Soundman [c]	
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 [b]			
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 [a]			
Tuolumne	Electrician: Inside Wireman			
Ventura	Electrician: Inside Wireman			
Yolo	Electrician: Inside Wireman			
Yuba	Electrician: Inside Wireman			

NOTES:

[a] Conduit installation is performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm & System Installer rate.

[b] Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.

[c] The Soundman rate applies when installing, terminating, operating, assembling, wire pulling, splicing, and installing devices. The Sound & Signal Tech rate applies when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

[d] The rates for the craft(s)/classification(s) of Electrician: Comm & System Tech and Electrician: Sound Electrician also apply.

[e] Each wage decision reflecting a craft(s)/classification for a given time period remains in effect for each subsequent time period unless superseded by another wage decision.

STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

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

August 22, 2006

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA LABORERS' GENERAL PREVALING WAGE DETERMINATION

The classifications and type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized by the Department of Industrial Relations in the August 22, 2006 issuance of the Southern California Laborers' general determination, SC-23-102-2-2006-2. 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
Certified Confined Space Laborer
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
Laborer, Asphalt-Rubber Material Loader
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
Asphalt Installation of all fabrics
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

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

August 22, 2006

IMPORTANT NOTICE REGARDING
THE SAN DIEGO LABORERS' (ENGINEERING CONSTRUCTION)
GENERAL PREVAILING WAGE DETERMINATION

The classifications of work listed below, as identified in the 2004-2007 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, 2006 issuance of the San Diego Laborers' (Engineering Construction) general determination, SD-23-102-3-2006-1. 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
Certified Confined Space Laborer
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
Laborer, Asphalt-Rubber Material Loader

Group 2
Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
Irrigation Laborer

Group 3
Asphalt Installation of all fabrics
Bushing Hammer
Shot Blast Equipment Operator (8 to 48 inches)

Group 4
Horizontal Directional Driller
Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5
Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller
Horizontal Directional Drilling System Electronic Tracking Locator

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

August 22, 2006

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO LABORERS' (BUILDING CONSTRUCTION) GENERAL PREVAILING WAGE DETERMINATION

The classifications and type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, between Associated General Contractors of America, San Diego Chapter, Inc. and Southern California District Council of Laborers for San Diego County, were not published or recognized by the Department of Industrial Relations in the August 22, 2006 issuance of the San Diego Laborers' (Building Construction) general determination, SD-23-102-4-2006-1. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

Group 1
Concrete Curb and Gutter Laborer
Laborer, Conrete
Laborer, Landscaping

Group 2
Bobcat/Skid Steer Operator
Concrete, Dry Packing and Patching
Forklift Operator
Grout Man (including forming, pouring, handling, mixing, finishing and clean-up of all types of grout)
Irrigation Laborer
Pot Tender and Form Man

Group 3
Bushing Hammer
Concrete Handworking by any method or means
Fence Erector
Hydro Seeder and Similar Type

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

August 22, 2006

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

The classifications and types of work listed below, as identified in the Laborers' 2003-2008 Landscape Master Agreement by and between the Southern California District Council of Laborers and California Landscape and Irrigation Council, Inc., have not been published or recognized by the Department of Industrial Relations in the August 22, 2006 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tenders' general determinations, SC-102-X-14-2006-1 and SD-102-X-14-2006-1. 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-63-12-33-2006-1), Operating Engineers (SC-23-63-2-2006-2 and SD-23-63-3-2005-1), and Teamster (SC-23-261-2-2005-1 and SD-23-261-3-2006-1) in all the Southern California counties, including San Diego County.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

December 22, 2006

IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than $1,000.

Effective on January 1, 2007, the minimum wage in California will increase to seven dollars and fifty cents ($7.50) per hour. Effective on January 1, 2008, the minimum wage in California will increase to eight dollars ($8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage 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 Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

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.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

March 4, 2007

IMPORTANT NOTICE TO 2007-1 CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT/CLASSIFICATION: Drywall Finisher
DETERMINATIONS: IMP-2007-1, INY-2007-1, KER-2007-1, LOS-2007-1, MON-2007-1, ORA-2007-1, RIV-2007-1, SBR-2007-1, SLO-2007-1, STB-2007-1, and VEN-2007-1
LOCALITIES: All Localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

- *The contract provision cover pages for holiday, scope of work, and travel and subsistence published on the 2007-1 CD for the above referenced craft and counties are incorrect and have been superseded. To obtain the corrected provision cover pages, please visit our website @ http://www.dir.ca.gov/dlsr/pwd or contact the Prevailing Wage Unit @ 415-703-4774.*

CRAFT/CLASSIFICATION: Plumber: Plumber, Industrial and General Pipefitter, and Refrigeration Fitter Service/Repair
DETERMINATIONS: INY-2007-1, KER-2007-1, and MON-2007-1
LOCALITIES: All localities within Inyo, Kern, and Mono counties

- *The links to the holiday and scope of work provisions published on the 2007-1 CD for the above referenced craft/classifications and counties are inaccessible or cannot be opened. To access the provisions, please visit our website @ http://www.dir.ca.gov/dlsr/pwd or contact the Prevailing Wage Unit @ 415-703-4774.*

CRAFT/CLASSIFICATION: Carpenter and Related Trades
DETERMINATION: NC-23-31-1-2006-1
LOCALITIES: 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

- *The scope of work and travel and subsistence provisions for the Millwright classification and the scope of work provisions for the Scaffold Erector classification were inadvertently left out of the above referenced determination. To obtain the scope of work and travel and subsistence provisions, please visit our website @ http://www.dir.ca.gov/dlsr/pwd or contact the Prevailing Wage Unit @ 415-703-4774.*

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

March 7, 2007

IMPORTANT NOTICE TO 2007-1 CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

DETERMINATION: STZ-2007-1
LOCALITIES: All Localities within Santa Cruz County

- *The county sheet determination for Santa Cruz County, STZ- 2007-1, published on the 2007-1 CD shows the incorrect wage information. To obtain the correct wage information, please visit our website @ http://www.dir.ca.gov/dlsr/pwd or contact the Prevailing Wage Unit @ 415-703-4774.*

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San Francisco, CA 94142-0603

March 14, 2007

IMPORTANT NOTICE TO 2007-1 CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT/CLASSIFICATION: ELECTRICIAN: Comm & System Installer and Comm & System Tech (Second Shift and Third Shift)
DETERMINATIONS: ALP-2007-1, AMA-2007-1, BUT-2007-1, COL-2007-1, ELD-2007-1, GLE-2007-1, LAS-2007-1, NEV-2007-1, PLA-2007-1, PLU-2007-1, SAC-2007-1, SHA-2007-1, SIE-2007-1, SUT-2007-1, TEH-2007-1, TRI-2007-1, YOL-2007-1, AND YUB-2007-1
LOCALITIES: All localities within Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Trinity, Yolo, and Yuba Counties.

- *The link to the shift provisions published on the 2007-1 CD for the above referenced craft/classifications and counties are inaccessible or cannot be opened. To access the provisions, please visit our website @ http://www.dir.ca.gov/dlsr/pwd or contact the Prevailing Wage Unit @ 415-703-4774.*

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*
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San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM PREVAILING WAGE DETERMINATION FOR THE CRAFT OF
ELECTRICIAN: Streetlighting, Traffic Signal, Underground Systems Journeyman Technician Grade 5

Issue Date: March 19, 2007
Expiration date of detemination: September 30, 2007** 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 Division of Labor Statistics and Research for specific rates at (415) 703-4774.
Localities: All localities within Imperial and San Diego Counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Craft	Basic Hourly Rate	Health And Welfare	Pension[a]	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Saturday	Sunday/ Holiday
Electrician:											
Streetlighting, Traffic Signal, Underground Systems Journeyman Technician Grade 5[b]	$12.00	$5.12	$0.00	-	$0.25	$0.17	8	$17.90	$24.08	$24.08	$30.26
Streetlighting, Traffic Signal, Underground Systems Journeyman Technician Grade 5 2nd Shift[b]	$14.08	$5.12	$0.00	-	$0.25	$0.17	8	$20.04	$27.29	$24.08[c]	$30.26[c]
Streetlighting, Traffic Signal, Underground Systems Journeyman Technician Grade 5 3rd Shift[b]	$15.77	$5.12	$0.00	-	$0.25	$0.17	8	$21.78	$29.90	$24.08[c]	$30.26[c]

** Effective October 1, 2007, there will be an increase of $0.50 allocated to wages and/or employer payments. Effective October 1, 2008, there will be an increase of $0.50 allocated to wages and/or employer payments.

[a] An amount equal to 3% of the basic hourly rate is added to the total hourly rate and overtime hourly rates for the National Employees Benefit Board.

[b] The first worker on the site must be a Journeyman Technician Grade #1 or #2 or any higher paid journeyman classification, such as a Journeyman Inside Wireman; thereafter, the contractor may employ five (5) Journeyman Technician of any grade.

[c] Apply the Saturday and Sunday and Holiday overtime non-shift differential rates for work performed on Saturday, Sunday and Holidays, respectively.

This determination applies only to projects advertised for bids on or after March 29, 2007.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
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San Francisco, CA 94102

MAILING ADDRESS:
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March 28, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE APPRENTICE SCHEDULES

APPRENTICE CRAFT/CLASSIFICATION: Electrician - Inside Wireman
APPRENTICE SCHEDULES: MAP-2006-2, MER-2006-2, STA-2006-2, TUO-2006-2, MAP-2007-1, MER-2007-1, STA-2007-1, and TUO-2007-1
LOCALITIES: Mariposa, Merced, Stanislaus, and Tuolumne counties.

The following footnote was inadvertently included in the above referenced apprentice schedules for the apprentice Inside Wireman classification and is not applicable to any public works projects.

- *"FOR MARIPOSA COUNTY, ADD $3.00 TO THE BASIC HOURLY RATE FOR EACH PERIOD."*

To obtain the correct hourly wage rates for the apprentice Inside Wireman classification, please contact the Division of Apprenticeship Standards.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
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April 17, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING THE DIRECTOR'S GENERAL PREVAILING WAGE APPRENTICE DETERMINATIONS

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF ELECTRICIAN: TRANSPORTATION SYSTEMS WIREMAN

LOCALITY: ALL LOCALITIES WITHIN VENTURA COUNTY.
JOURNEYMAN DETERMINATION REFERENCE: VEN-2007-1.

CLASSIFICATION	PERIODIC WAGE PERCENTAGE PROGRESSIONS								EMPLOYER PAYMENTS				
	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	HEALTH & WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER
ELECTRICIAN: TRANSPORATION SYSTEMS WIREMAN	35%[A]	40%[A]	50%[A]	55%[A]	60%[A]	65%[A]	70%[A]	85%[A]	FULL	[B]	[C]	FULL	[D]

[A] THE DURATION PER PERIOD IS 900 HOURS.
[B] FIRST TWO STEPS, NO EMPLOYER PAYMENT, THE REMAININGS STEPS RECEIVE THE FULL AMOUNT. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED FOR NATIONAL EMPLOYEES BENEFIT FUND.
[C] THE FIRST SIX STEPS RECEIVE NO VACATION DEDUCTION. THE REMAINING STEPS RECEIVE THE FULL VACATION DEDUCTION.
[D] FIRST TWO STEPS, NO EMPLOYER PAYMENT, THE REMAINING STEPS RECEIVE THE FULL AMOUNT.

NOTE: TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS AT (415) 703-4920.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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MAILING ADDRESS:
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May 7, 2007

IMPORTANT NOTICE TO 2007-1 CD RECIPIENTS, AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE APPRENTICE SCHEDULES

APPRENTICE SCHEDULE: SOL-2007-1
LOCALITY: Solano County

- *The county sheet apprentice schedule for Solano County, published on the 2007-1 CD shows the incorrect apprentice footnotes. To obtain the correct apprentice footnotes, please visit our website @ http://www.dir.ca.gov/dlsr/PWD/Apprentice.htm or contact the prevailing wage unit @ 415-703-4774.*

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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P. O. Box 420603
San Francisco, CA 94142-0603

May 8, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING A MODIFICATION 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/CLASSIFICATION: Electrician: Inside Wireman and Cable Splicer (All shifts)
LOCALITY: All localities within San Luis Obispo County
DETERMINATION: SLO-2007-1

A portion of the $1.00 predetermined increase that was scheduled for June 1, 2007, has been deferred until December 1, 2007. Effective June 1, 2007, there will be an increase of $0.90 to the Basic Hourly Rate. An increase of $0.10 to Training has been deferred until December 1, 2007.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
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San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
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.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*
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Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM PREVAILING WAGE DETERMINATION FOR THE CRAFT OF
PLUMBER: Plumber, Steamfitter, Refrigeration Fitter (HVAC)

Issue Date: June 4, 2007
Expiration date of detemination: June 30, 2007** 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 Division of Labor Statistics and Research for specific rates at (415) 703-4774.
Localities: All localities within Fresno, Kings, Madera, and Tulare Counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Craft	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Saturday	Sunday/ Holiday
Plumber:											
Plumber, Steamfitter, Refrigeration Fitter (HVAC)	$32.00	$7.52	$7.16	a	$1.25	$0.97	8	$48.90	$64.90 [b]	$64.90 [b]	$80.90

** Effective on 7/1/2007, there will be a $1.25 increase allocated to wages and or employer payments. Effective on 1/1/2008, 7/1/2008, and 1/1/2009, there will be a $1.00 increase allocated to wages and/or employer payments.
[a] Included in the Basic Hourly Rate.
[b] 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.

This determination applies only to projects advertised for bids on or after June 14, 2007.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
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San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

June 7, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING THE MODIFICATION OF PREDETERMINED INCREASES
TO 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(s) or classification(s) listed below:

CRAFT: Electrician
CLASSIFICATION: Inside Wireman, Technician
LOCALITIES: All localities within Kern
DETERMINATION(S): KER-2007-1

The predetermined increase of $0.65 to wages and/or employer payments has been reduced to $0.60 effective June 1, 2007 for the above classification. The changes are as follows:

(INSIDE WIREMAN, TECHNICIAN):

- **Effective June 1, 2007**, there was an increase of $0.65 to be allocated to the Basic Hourly Rate and a decrease of $0.05 from Health & Welfare.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
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MAILING ADDRESS:
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June 12, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING A MODIFICATION 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(s) and classification(s) listed below:

CRAFT/CLASSIFICATION: Teamster: (All groups except Group 8)
LOCALITY: All localities within Northern California
DETERMINATION: NC-23-261-1-2006-1 and NC-23-261-1-2006-1A

A portion of the $1.75 predetermined increase that was scheduled for June 16, 2007, has been deferred until July 1, 2007.

Effective June 16, 2007, there will be an increase of $1.00 to the Basic Hourly Rate.

Effective July 1, 2007, there will be an increase of $0.50 to Health and Welfare, $0.20 to Pension and $0.05 to Training.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
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San Francisco, CA 94102

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P. O. Box 420603
San Francisco, CA 94142-0603

June 15, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Parties:

CRAFT: Cement Mason – Building Construction
DETERMINATION: SD-23-203-3-2006-1A
LOCALITY: San Diego County

The following are corrections of the expiration date and effective dates applicable to Determination SD-23-203-3-2006-1A.

- The correct expiration date for Determination SD-23-203-3-2006-1A should be ***June 28, 2007*****, instead of June 30, 2007**
- Instead of July 1, 2007, the correct date of the predetermined wage increase should be ***June 29, 2007***.
- Instead of July 1, 2008, the correct date of the predetermined wage increase should be ***June 27, 2008***.
- Instead of July 1, 2009, the correct date of the predetermined wage increase should be ***June 25, 2009.***

With the exception of these corrections, all of the wage rates and other conditions found in the above referenced determination remain unchanged.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
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San Francisco, CA 94102

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San Francisco, CA 94142-0603

June 20, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING A MODIFICATION 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(s) and classification(s) listed below:

CRAFT/CLASSIFICATION: Carpenter – Light Commercial (Engineering Construction)
LOCALITY: All localities within San Diego County
DETERMINATION: SD-23-31-4-2006-1 and SD-23-31-4-2007-1

The predetermined increase of $2.25, to be allocated to wages and or fringes, effective July 1, 2007, July 1, 2008, and July 1, 2009 for **Light Commercial Carpenter** has been changed as follows:

Effective July 1, 2007, there will be an increase of $1.87 to be allocated as follows: $1.52 to Basic Hourly Rate, $0.25 to Pension, and $0.10 to Vacation/Holiday (Supplemental Dues)

Effective July 1, 2008, there will be an increase of $1.80 to be allocated to wages and/or fringe benefits.

Effective July 1, 2009, there will be an increase of $1.80 to be allocated to wages and/or fringe benefits.

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June 20, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING THE CORRECTION OF PREDETERMINED INCREASES
TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Parties:

The following is the correction of the predetermined increases for the following craft(s) or classification(s) listed below:

CRAFT: Electrician
CLASSIFICATION(S): Inside Wireman 2nd Shift Zone A and Cable Splicer Zone A
LOCALITIES: All localities within Ventura County
DETERMINATION(S): VEN-2007-1

INSIDE WIREMAN 2nd Shift Zone A:

The predetermined increase of $0.09 to wages effective on April 2, 2007 for the above classification is incorrect. The correct predetermined increase is as follows:

- **Effective June 20, 2007**, there will be an increase of $0.90 allocated to wages and/or employer payments.

CABLE SPLICER Zone A:

The predetermined increase of $0.10 to wages effective on October 1, 2007 for the above classification is incorrect. The correct predetermined increase is as follows:

- **Effective October 1, 2007**, there will be an increase of $0.95 to be allocated to wages and/or employer payments.

The predetermined increase of $0.10 to wages effective on September 29, 2008 for the above classification is incorrect. The correct predetermined increase is as follows:

- **Effective September 29, 2008**, there will be an increase of $0.95 to be allocated to wages and/or employer payments.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*
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IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS AND APPRENTICE SCHEDULE

INTERIM PREVAILING WAGE DETERMINATION FOR THE CRAFT OF #SHEET METAL WORKER

Issue Date: June 21, 2007
Expiration date of detemination: July 21, 2007* Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.
Localities: All localities within Inyo and Mono Counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Craft	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Saturday	Sunday/ Holiday
Sheet Metal Worker	$34.53[a]	$6.62	$7.02	-	$0.77	$0.52	8	$49.46	$66.72	$66.72[b]	$83.99

# Indicates an apprenticeable craft. *Please refer to the interim apprentice schedule issued below..*
[a] Includes an amount withheld for working dues.
[b] 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.

This determination applies only to projects advertised for bids on or after July 1, 2007.

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF SHEET METAL WORKER

Localities: All localities within Inyo and Mono Counties
JOURNEYMAN DETERMINATION REFERENCE: *Please refer to the above interim determination issued June 21, 2007.*

	Periodic Wage Percentage Progressions														
Craft	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Health And Welfare	Pension	Vacation and Holiday	Training	Other Payment
Sheet Metal Worker	[A]50%	[A]53%	[A]56%	[A]59%	[A]62%	[A]65%	[A]68%	[A]71%	[A]74%	[A]77%	B	C	NONE	FULL	FULL

[A] Duration per period is six months.
[B] First four steps, contact the Division of Apprenticeship Standards; remaining steps receive the full amount.
[C] To obtain information on employer payments, contact the Division of Apprenticeship Standards at (213) 576-7750.

This interim apprentice schedule applies only to projects advertised for bids on or after July 1, 2007.

STATE OF CALIFORNIA
Arnold Schwarzenegger, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISION

FOR

SHEET METAL WORKER

IN

INYO, MONO, ORANGE, RIVERSIDE AND LOS ANGELES[a] COUNTIES.

[a] Applies to that portion of the county south of the Imperial Highway and east of the Los Angeles River, including all of the cities of Pomona, Claremont and Long Beach.

RECEIVED
Department of Industrial Relations
AUG 05 2004
Div. of Labor Statistics & Research
Chief's Office

STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into **July 1, 2003** by and between **Orange Empire SMACNA** and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No **105** of Sheet Metal Workers' International Association, hereinafter referred to as the Union for **Catalina Island and that portion of Los Angeles County south of Imperial Highway and east of the Los Angeles River including the cities of Pomona, Claremont and Long Beach, Orange, Riverside, San Bernardino, Mono, Inyo Counties and the northeast part of Kern County east of Highway 395 from Red Mountain to the Inyo County line.**

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all airveyor systems and airhandling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all airhandling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day **(See Addenda)** or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: **(See Addenda.)**

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of **the geographical jurisdiction of the collective bargaining area,** employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone

or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be $**(See Addenda)** per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Doublewall panel plenums
12. Angle rings

ADDENDUM NO. 23
HOLIDAYS AND VACATIONS

SECTION 1. The following are designated holidays:

New Year's Day, January 1
Presidents Day, the third Monday in February
Friday before Easter
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veterans Day, designated Federal date
Thanksgiving Day, the fourth Thursday in November
Christmas Eve, December 24
Christmas Day, December 25

In addition to the above, the following shall be holidays:

a. The Monday after any designated holiday that falls on Sunday, excluding Easter Sunday.
b. When any designated holiday falls on Saturday, the Friday before shall be a holiday.
c. When any designated holiday falls on Thursday, the Friday after shall be a holiday.
d. When any designated holiday falls on Tuesday, the Monday before shall be a holiday, with the exception of Christmas Eve.

SECTION 2. It is hereby agreed that each Employee covered by this Collective Bargaining Agreement may take three weeks off from work without pay each and every calendar year. Such time off shall be taken with the mutual consent of the Employer and the Employee. Such time off shall be scheduled so that it will not create an undue hardship on the Employer and in no case in excess of ten percent (10%) of the number of Employees at one time where the Employees exceed ten (10) in number.

ADDENDUM NO. 24
WORKING HOURS

SECTION 1. Regular working hours shall consist of forty (40) hours per week, eight (8) hours worked per day, between the hours of 6:00 a.m. and 6:00 p.m. with no more than one (1) hour for lunch. In no event shall starting time in the shop or on the jobsite begin before 6:00 a.m. unless otherwise authorized by the Local Union.

SECTION 2. With the written consent of a majority of the Employees, the Employer may establish regular working hours consisting of ten (10) consecutive hours per day, forty (40) hours per week, Monday through Thursday or Tuesday through Friday. Prevailing wage laws, if different, shall supersede this option on prevailing wage projects.

SECTION 3. Employees having worked and reported back to work the following day shall only be terminated at lunch time or at regular quitting time. This does not apply to any new Employee's show up time, as defined in Article VIII, Section 10 of the Standard Form of Union Agreement.

SECTION 4. When conditions beyond the Employer's control (inclement weather, power failure, etc.) result in the loss of a normal workday during the normal workweek, the Employer may, with the PRIOR written approval of the Local Union, schedule a make-up day on Saturday at the straight time rate of pay up to the maximum of forty (40) hours per week. The decision to work, on the part of the Employee, will be optional and not mandatory. The work that will be permitted to be performed under these conditions will be only work that would have been performed had the job not suffered a shut down. This does not apply if Saturday is a holiday.

Under no circumstances will hoisting, rigging or any other activity not considered normal day-to-day activity be done under these conditions. All such activity must be done under the overtime provisions of this Agreement. The Union will have the right to make the final determination in deciding if this Section is applicable to the conditions of any job requesting a make-up day.

SECTION 5. SHOP WORK. When the Employer and a majority of the Employees in a shop agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact before changing the starting time, on the letterhead of the Employer, verified by the Shop Steward, and stating the agreed upon starting time and closing time of the eight (8) hour work day which shall provide for not more than one hour for lunch, and thereupon until the Union is otherwise notified, such hours shall be the work day for the Employees of such Employer in the shop. If the starting time for work is changed, the work performed before and after the changed work day shall be compensated per the contractual overtime rates. An overtime permit shall be required for any truck leaving the shop prior to the shop starting time.

STATE OF CALIFORNIA
Arnold Schwarzenegger, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

SHEET METAL WORKER

IN

INYO, MONO, ORANGE, RIVERSIDE AND LOS ANGELES[a] COUNTIES.

[a] Applies to that portion of the county south of the Imperial Highway and east of the Los Angeles River, including all of the cities of Pomona, Claremont and Long Beach.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

February 22, 2007

ADVISORY SCOPE OF WORK

Please note that this advisory scope of work does not apply for metal roofing systems work in the counties where we have issued prevailing wage rates for the Metal Roofing Systems Installer. Please refer to the statewide general prevailing wage determinations for the Metal Roofing Systems Installer on pages 2J to 2J-15.

RECEIVED
Department of Industrial Relations
AUG 05 2004
Div. of Labor Statistics & Research
Chief's Office

STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into **July 1, 2003** by and between **Orange Empire SMACNA** and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No **105** of Sheet Metal Workers' International Association, hereinafter referred to as the Union for **Catalina Island and that portion of Los Angeles County south of Imperial Highway and east of the Los Angeles River including the cities of Pomona, Claremont and Long Beach, Orange, Riverside, San Bernardino, Mono, Inyo Counties and the northeast part of Kern County east of Highway 395 from Red Mountain to the Inyo County line.**

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all airveyor systems and airhandling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all airhandling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or

sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, pre-apprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, pre-apprentice, and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement the Labor Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE VI

SECTION 1. The regular working day shall consist of **Eight (8)** hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive **Eight (8)** hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at **one and one-half (1½)** times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

SECTION 4. It shall be a violation of this Agreement for an Employer or a Union member to collaborate to do moonlight work.

SECTION 5. It shall be the Employer's responsibility to work with the Local Union to stop moonlighting, to notify the Local Union when equipment is bought by an Employee, and to notify the Local Union upon his knowledge of an Employee doing moonlighting work.

ADDENDUM NO. 40
TESTING-ADJUSTING-BALANCING

SECTION 1. Whenever any air balancing, testing or adjusting is required, said work shall be performed by qualified Sheet Metal Workers.

SECTION 2. In the event that any unusual or special condition arises, interfering with the compliance of Section 1 of this Addendum by the Employer, said Employer shall request a meeting of the Joint Industry Committee for a decision dealing with the unusual or special condition.

SECTION 3. The signatory parties hereto agree to cooperate in every way to promote and establish training classes in order to qualify a sufficient number of Sheet Metal Workers for this type of work.

SECTION 4. When a national TAB agreement has been established, it will become an Addendum to this Agreement. Employers cannot reduce any compensation or change any other consideration given to TAB Employees in accordance with state law for use of their personal vehicles to transport employer equipment. The NJAB retains jurisdiction to implement and enforce this Addendum.

ADDENDUM NO. 41
RME - RMO

SECTION 1. Any Journeyman Sheet Metal Worker who is listed as an RME or RMO on a valid California State Contractors License shall be considered as an Employer and shall abide by the terms of this Agreement.

SECTION 2. Journeyman members, applicants for membership or any Employee of a signatory Employer, holding valid State Contractors Licenses C20, C43, C38 or C44, shall inactivate their

ADDENDUM NO. 45
"MOST FAVORED NATIONS" CLAUSE

If any more favorable conditions are granted by Sheet Metal Workers' Local Union 105 to any other Employer who is "directly competitive" with the signatory Employers of this Agreement in the jurisdictional area of Local Union 105, all Employers will have the right to adopt that Agreement in its entirety, effective immediately." "Directly competitive" refers to work performed within the jurisdiction of Local Union 105 and work which is within the scope of this Agreement.

Furthermore, Local Union 105 agrees to provide copies of the existing "directly competitive" Agreements, to the Employers Association within ten (10) days of signing of this Agreement and further agrees to provide the Employers Association with copies of any "directly competitive" Agreements subsequently entered into, within ten (10) days of their signing.

The Employers signatory to this Agreement shall not have the right to adopt agreements of the following nature:

(a) Work for which relief under Resolution 78 or similar programs has been granted to all eligible signatory Employers who have applied for relief prior to bid;

(b) Work performed under project agreements; and

(c) Newly organized Employers with respect to work existing at the time of signing the new Employer to this Collective Bargaining Agreement.

ADDENDUM NO. 46
SUPPLEMENTAL AGREEMENTS

SECTION 1. Individual Employers who are signatory to this Standard Form of Union Agreement and the Addenda thereto, are eligible to sign and utilize Supplemental Agreements properly negotiated between Local Union 105 and Orange Empire SMACNA now existing, or which may be negotiated in the future.

SECTION 2. It is understood and agreed by the parties hereto that an individual Employer must be signatory to this Standard Form of Union Agreement and the Addenda thereto, as the master and binding contract, to qualify to use Supplemental Agreements.

SECTION 3. Each signatory Employer must have fully complied with all of the terms of the Signing of Agreement Addendum in these Addenda to the Standard Form of Union Agreement to qualify for employment of Employees under the terms of Supplemental Agreements, Reciprocal Agreements between Local Unions, Special Agreements under Resolution 78 or Equity Funds.

SECTION 4. It is understood that such Agreements must have the effect of preserving and/or gaining such work for that Employer and the Union.

SECTION 5. Supplemental Agreements to this SFUA and the Addenda thereto include but are not limited to Residential, Light Commercial, and Service, and are properly negotiated solely between Local Union 105 and Orange Empire SMACNA.

ADDENDUM NO. 47
LEGAL COMPLIANCE

Should any Article or Addendum of this Agreement be invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such Article or Addendum shall be treated for all purposes as null and void, and where possible such Article or Addendum, as soon as practical, be corrected so as to become legal by joint negotiations by the parties to this Agreement. All other Articles and Addenda of this Agreement shall continue to remain in full force and effect.

ADDENDUM NO. 48
CLARIFICATIONS OF THE STANDARD FORM

SECTION 1. It is hereby agreed that Article II, Section 2 and Article VIII, Section 2 of the Standard Form of Union Agreement is interpreted by the parties hereto to include "Fringe Benefits." Nothing in said Article is intended by the parties to be effectuated or enforced in a manner contrary to law. . .

SECTION 2. It is hereby agreed to clarify Article I, Section 1 of the Standard Form of Union Agreement to mean that "materials used in lieu thereof" shall also include, but not be limited to, plastic and fiberglass as well as any other substitute material.

SECTION 3. The Employer and the Union agree that Article I, Section 1 of the Standard Form of Union Agreement does not specifically list

all work included in the jurisdictional claims of the Sheet Metal Workers International Association and, such jurisdictional claims are included as if written in its entirety. Further, for clarification to signatory Employers and members of the Union on covered installation work, the Employer and the Union agree to add the following to Article 1, Section 1:

SECTION 3(a). Odor control systems regardless of material used, air washers and scrubbers, air dryers, roof curbs, dampers of all kinds, [illegible] sound traps, mixing boxes, attenuators, air blenders, variable air volume (vav) boxes of all types, environmental rooms, clean rooms, cold rooms, access doors related to air handling systems, louvers, breaching and stacks, all vents, exhaust systems of all types and hoods used for collection of any airborne substance or material.

SECTION 3(b). Sheet metal roofing, flashing, coping, fascia, soffits, gutters and downspouts, column covers, interior and exterior metal trim, skylights, metal ceilings, louvers, metal siding, expansion joints, metal roof decks, and all other architectural sheet metal work and ornamental sheet metal work (interior or exterior), and all work such as underlayment in conjunction with metal roofing systems not limited to plywood, insulation, ice shields and vapor barriers.

SECTION 4. It is hereby agreed to clarify Article VIII, Section 6 of the Standard Form of Union Agreement that the Employer shall have unlimited movement of Journeymen, Apprentices, Pre-Apprentices and Classified Workers per jobsite, in accordance with the Ratio Addendum in this Agreement, within the geographical jurisdiction of Local Union 105 to perform any work which the Employer deems necessary.

SECTION 4(a). Apprentices shall not be employed on a jobsite that creates a conflict with their school attendance as required by the JATC. Working on remote jobsites and missing school will not be accepted as an excuse.

SECTION 5. Article III of the Standard Form of Union Agreement is further clarified as follows: Work Assignment Notification. The Employer shall notify the Union in writing, on the form as approved by the Joint Industry Committee, written evidence of assignment for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. Written evidence of assignment of work shall be sent to the Union within five (5) working days after the Employer receives the contract for such work.

SECTION 6. In order to further clarify Article VIII, Section 3, Item 5, residential pipe and fittings (production wage rates), of the Standard Form of Union Agreement, residential work is defined as single dwellings, duplex dwellings, triplex dwellings, apartment dwellings and condominiums not exceeding four (4) stories.

SECTION 6(a). Except as outlined above, all custom or special design sheet metal items and work described in Article I, Section 1 of the Standard Form of Union Agreement used on any other type of construction or sheet metal work shall be performed only by Employees covered by and pursuant to this Agreement.

ADDENDUM NO. 49
AGREEMENT PRINTING

It is agreed that the Employers Association and the Local Union will share the cost of printing the Agreement booklets, the cost of which shall be mutually agreed upon. The Employers Association will pay the cost and provide three (3) copies of the booklet for each member of the Multi-Employer Bargaining Unit. The Local Union will pay the cost and provide one copy to each member of the Local Union.

ADDENDUM NO. 50
SIGNING OF AGREEMENT

This Agreement is signed by the Employer Association on behalf of the Multi-Employer Bargaining Unit as per the list submitted by the Employers Association to the Union.

For maintaining records, the Union will furnish three (3) copies of the Affirmation Agreement for signature by each Employer.

In addition, the Employer will be provided three (3) copies of the Standard Form of Union Agreement, the version of which is stated in the Preamble, and Addenda in booklet form as per the Agreement Printing Addendum.

SECTION 1. All parties to this Agreement agree to sign the Affirmation Agreement within ten (10) days after presentation by a Union representative or receipt by mail.

SECTION 2. Parties not signing the Affirmation Agreement within the above time limits are subject to action by the Local Joint Adjustment Board having jurisdiction.

STATE OF CALIFORNIA
Arnold Schwarzenegger, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
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San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISION

FOR

SHEET METAL WORKER

IN

INYO, MONO, ORANGE, RIVERSIDE AND LOS ANGELES[a] COUNTIES.

[a] Applies to that portion of the county south of the Imperial Highway and east of the Los Angeles River, including all of the cities of Pomona, Claremont and Long Beach.

RECEIVED
Department of Industrial Relations
AUG 05 2004
Div. of Labor Statistics & Research
Chief's Office

STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into **July 1, 2003** by and between **Orange Empire SMACNA** and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No **105** of Sheet Metal Workers' International Association, hereinafter referred to as the Union for **Catalina Island and that portion of Los Angeles County south of Imperial Highway and east of the Los Angeles River including the cities of Pomona, Claremont and Long Beach, Orange, Riverside, San Bernardino, Mono, Inyo Counties and the northeast part of Kern County east of Highway 395 from Red Mountain to the Inyo County line.**

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all airveyor systems and airhandling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all airhandling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day **(See Addenda)** or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: **(See Addenda.)**

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of **the geographical jurisdiction of the collective bargaining area,** employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone

or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be $**(See Addenda)** per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Doublewall panel plenums
12. Angle rings

and he shall direct the Employees in carrying out the orders.

SECTION 6. The first Journeyman entering the jurisdiction of Local Union 105 (under the Two Man Rule, Article VIII, Section 6 of the SFUA), shall be a Foreman. This provision applies to each jobsite. This Section is to be used for work assignment only and shall not be construed to establish the authority of a Foreman. A Foreman may be assigned any of the above named responsibilities at the option of the Employer.

SECTION 7. A Detailer is a Journeyman Sheet Metal Worker capable of performing all items of work covered under Article 1, Section 1 of the SFUA, who is employed to prepare detailed shop drawings and as-builts in their entirety from the use of civil, architectural, structural, electrical and mechanical drawings and specifications. A Detailer shall receive 10% over Journeyman wage scale while performing his duties as a Detailer.

SECTION 8. Apprentices in their last two years of the Apprenticeship Program may be trained to perform the duties of Detailer provided that such Apprentice takes full advantage of the classes offered in blueprint reading and detailing that are available to the Apprentice and provided by the Joint Apprenticeship Training Committee. The "Apprentice Trainee" must be under the supervision of a Journeyman Detailer. After graduating to Journeyman status, the Apprentice Trainee may continue training in the designation of Detailer-Applicant as outlined in Section 9 of this Addendum.

SECTION 9. For the purposes of training and providing opportunities for the Journeyman applicant who desires to become a Detailer, the parties hereto will establish a category called "Detailer-Applicant." The purpose of this category is to encourage (and make it economically feasible for) the Employer to train Employees in this highly skilled segment of the industry. To be eligible to become a Detailer-Applicant, the Employee must have satisfactorily completed the required JATC course offered in "Blueprint Reading" and "Detailing." The rates of pay for a Detailer-Applicant will be based on hours of on-the-job training as follows:

First 500 hours.....Journeyman Scale
Next 500 hours.....Journeyman Scale plus 2 ½%
Next 500 hours.....Journeyman Scale plus 5 %
Next 500 hours.....Journeyman Scale plus 7 ½%

An experienced detailer who desires to upgrade his skills in computer aided design detailing may utilize the Detailer-Applicant category, provided that the Employee has satisfactorily completed the computer aided design courses offered by the JATC.

Thereafter, the Employee, when performing the functions of a Detailer, must be paid the full Detailer scale, as outlined in this Addendum. The Employee cannot be required, nor permitted, to either extend his hours in each category or to voluntarily reduce his category. In order to properly administer this program and to avoid any abuse of same, all Detailer-Applicants must be registered with the Union and/or JATC as being a participant in this program. Anyone performing the work of a Detailer who is not registered as a Detailer-Applicant must receive the full Detailer rate of pay. Any Employer or Employee who attempts to circumvent the intents and purposes of this Section will be barred from further participation in the program. The Employer and the Detailer-Applicant will be jointly responsible for reporting to the Union and/or JATC the hours of on-the-job training received by the Detailer-Applicant on a monthly basis.

ADDENDUM NO. 15
ZONE CENTER AND ZONE RATES

SECTION 1. Zone centers shall be established as follows:

Zone A:	57 and 10 Freeways Crossing
Zone S:	Employer's shop.

SECTION 2. The Employer, upon execution of this Agreement, shall select either Zone A or Zone S as his zone center. The zone center for Employers not signatory to an Agreement with Local Union 105 shall be Zone A.

SECTION 3. The Employer upon execution of this Agreement shall operate from such zone center for the duration of said Agreement.

SECTION 4.

Zone 1	0 - 50 miles	FREE
Zone 2	50+ - 75 miles	20.00
Zone 3	75+ - 100 miles	30.00
Zone 4	100+ - 125 miles	50.00**

**Beyond 100 miles refer to Subsistence Addendum

SECTION 5. The above zone rates shall apply on days worked only. No travel time will be allowed on the above zone rate schedule except as hereafter specified in this Agreement and Employees are to report to work on the jobsite at the approved starting time and remain until quitting time. The Employer must post a map in his shop showing these rates.

SECTION 6. When an Employee travels from home to a job in a zone area and back to home he shall receive the zone rates and no mileage will be paid.

SECTION 7. When an Employee reports to work in one zone and is transferred to another zone within the same working day, the Employee must receive the highest zone rate plus mileage from job to job.

SECTION 8. When an Employee travels from shop to job and job to home, he shall receive ½ of the prevailing zone rate plus mileage from shop to job.

SECTION 9. Mileage shall be paid at thirty-five cents ($0.35) per mile when an Employee uses transportation other than that supplied by the Employer, traveling from shop to job, from job to job, or from job to shop.

SECTION 10. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours, except when the Employee is furnished a company vehicle on a twenty four (24) hour basis, and the material is loaded and unloaded on company time.

SECTION 11. When the immediate work site falls on a dividing zone line, the highest zone rate will prevail.

SECTION 12. When an immediate work site cannot be reached directly from one zone to another and a higher zone must be passed through to reach the work site, then the highest zone rate shall be paid.

SECTION 13. If the Employer furnishes company transportation for the Employee, no zone pay shall be paid within the territorial jurisdiction of Local Union 105, and the Employee shall report to the jobsite at the regular starting time and leave at the regular quitting time.

SECTION 14. An Employee who is furnished company transportation shall be paid in accordance with Section 4 on all jobs beyond Zone 1 when working outside the jurisdictional boundaries of Local Union 105.

SECTION 15. Any claim for past due zone pay filed by an Employee with Local 105 shall be null and void when more than thirty (30) days has expired since the violation occurred.

The Employer shall not be relieved of his responsibility for zone pay payments under the disclaimer clause in this Section.

SECTION 16. No zone pay shall be paid for working in the shop.

ADDENDUM NO. 16
SUBSISTENCE AND OUT OF TOWN

SECTION 1. All work beyond one hundred (100) miles from the Zone Center is out of town work and subsistence shall be paid. The subsistence rate is fifty dollars ($50.00) per day or actual expenses, whichever is higher.

SECTION 2. When working in the jurisdiction of another Local Union, the Employer agrees to pay the Employee the subsistence rate as outlined in the Local Union Agreement in the jurisdiction of the Local Union where the work is to be performed, or actual expenses incurred, whichever is higher.

Any Employee required to work out of the jurisdiction of Local 105 shall receive his weekly subsistence in advance. For five days or more worked out of the jurisdiction of Local 105, subsistence shall be paid on a seven day basis, or actual expenses, whichever is higher. When an Employee works one hundred, twenty-five (125) miles from the Zone Center, within the jurisdiction of Local Union 105, and work continues into the following week and, the Employee remains in said area, subsistence shall be paid on seven (7) day basis, or actual expenses, whichever is higher.

If the Employee chooses to travel from the jobsite to home, he shall be responsible for furnishing his own gasoline for each trip.

For each round trip beyond one hundred (100) miles from the zone center required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed for transportation at the rate of thirty-five cents ($0.35) per mile for said transportation.

SECTION 3. On work assignments or jobs of more than one day duration, travel time shall be paid at the straight time rate of pay during the regular working hours, Monday through Friday. When an Employee is required to travel from the jobsite back to the zone center before regular working hours or after regular working hours, the Employee shall be compensated at one and one-half (1½) times the regular rate of pay.

SECTION 4. No subsistence payment will be required on a job of one day duration on out of town work and the Employee shall receive the proper overtime rates of pay before and after the regular working hours in addition to mileage to and from the jobsite at thirty-five cents ($0.35) per mile when the Employer does not furnish transportation.

SECTION 5. An Employee may be required by the Employer to travel by public transportation (airplane, train, etc.) and in such event, he shall be paid travel time at the straight time rate of pay during the regular working hours, Monday through Friday, from home to destination and from destination to home. Time and one-half (1½) shall be paid for other than regular working hours for such travel from home to destination and return.

SECTION 6. Catalina and offshore islands shall be considered as out of town subsistence work and the Employer agrees to pay the Employee the subsistence rate as outlined above.

SECTION 7. Any claim for past due subsistence payments filed with Local No. 105 by an Employee shall be null and void when more than 30 days has expired since the violation occurred. The Employer shall not be relieved of his responsibility for subsistence payment under the disclaimer clause in this Section.

ADDENDUM NO. 17
INLAND EMPIRE

SECTION 1. Inland Empire work is described as non-prevailing wage jobsites located in Riverside and San Bernardino Counties.

SECTION 2. The Journeyman taxable wage for work under this Addendum shall be $29.34 effective August 1, 2003. The wage and fringe package increases for Journeymen working under this Addendum only shall be 85¢ effective February 1, 2004, 72¢ effective August 1, 2004, 72¢ effective February 1, 2005, 72¢ effective

August 1, 2005, 72¢ effective February 1, 2006, 72¢ effective August 1, 2006, and 72¢ effective February 1, 2007. Section 5 of the Minimum Wage Scale Addendum shall apply when contribution increases to established fringe benefit funds are required by the trustees for maintenance of benefits.

SECTION 3. Journeymen working under this Addendum shall receive all fringe benefits as outlined in the Minimum Wage Addendum. Apprentice and Classified Worker wage scales shall not be affected by this Addendum.

SECTION 4. The ratio for work performed under this Addendum shall be 50/50 Journeymen to Classified Workers and/or Apprentices.

SECTION 5. This Addendum shall not apply to fabrication of sheet metal products for sale.

SECTION 6. This Addendum shall not apply to prevailing wage work regardless of location.

SECTION 7. Once an Employer has been found in violation of any section of this Addendum by the Local Joint Adjustment Board, the Employer shall not be eligible to utilize this Inland Empire Addendum for the duration of this Agreement.

ADDENDUM NO. 18
SECURITY GATES

On remote jobsites on out of town work when an Employee is required to report to any security guarded gate, he shall be paid mileage, in addition to subsistence, unless he lives within ten (10) miles from the jobsite, or unless the Employer furnishes transportation, and the Employee shall report to the security guarded gate at the established starting time and leave the gate at the established quitting time.

ADDENDUM NO. 19
PARKING

SECTION 1. The Employer shall reimburse the Employee for actual parking expenses incurred by the Employee. No Employee shall be required to park any farther away than the adjacent block on which the shop or jobsite is located, if available.

SECTION 2. For purposes of defining distances required for parking, Section 1 is only applicable if the blocks adjacent to the jobsite are deemed to be the equivalent of an average city block.

SECTION 3. The Employer shall pay for all toll charges for toll roads, bridges, etc. except while the Employee is commuting to and from work.

SECTION 4. When Section 1 is not applicable (as defined in Section 2) and when an Employee is required by the Employer to park farther away from the shop or jobsite than mentioned in Section 1 above, his starting time shall start at his assigned place of work, or if applicable, the appropriate gang box, and his quitting time will be in the parking lot.

ADDENDUM NO. 20
LOST TIME FOR MEDICAL TREATMENT OR EXAMINATION

SECTION 1. An Employee suffering an industrial injury or industrial disease necessitating medical treatment or examination by a physician or registered nurse, while in the employ of any signatory Employer, shall be entitled to receive wages at regular straight time rate of pay for any time lost from the work shift in which the injury occurred, on account of said examination or treatment. It is understood, however, that the Employee, after receiving such examination or treatment, shall report back to the shop or jobsite provided time and/or the extent of injury allows.

a. If the injury occurs in the first part of the shift, and the Employee is unable to return to work, he will receive four (4) hours pay.

b. If the injury occurs in the second part of the shift, and the Employee is unable to return to work, he will receive eight (8) hours pay.

ADDENDUM NO. 21
WORKING CONDITIONS

SECTION 1. No Employee shall be permitted to furnish drill bits, power tools, mechanical punches over ten inches (10") in length, socket and ratchet sets (1/2" drive and larger), circumference rules three feet (3') or larger, two foot (2') square, twenty-four inch (24") or larger level, pipe wrenches, and hand saws (excluding hack saw frames).

SECTION 2. All Employees will respect company tools and equipment and the care thereof.

SECTION 3. All Employees shall be allowed ample time to gather up company and personal tools on company time.

SECTION 4. No Employee shall rent to the Employer any tools, equipment or conveyance of any kind or description.

SECTION 5. Whenever possible, a tool box of sufficient size shall be made available by the Employer on every jobsite to store all of the tools of the Employees working on that jobsite.

ADDENDUM NO. 22
SAFETY

SECTION 1. Heating and air conditioning duct in cross sectional area exceeding three square feet shall not be erected in lengths longer than eight feet (8') when being erected manually (without mechanical hoisting equipment.) Ten foot (10') joints may be erected manually if fabricated in a continuous joint.

SECTION 2. Rectangular duct may be delivered to the jobsite in single joint lengths. Fittings are to be considered as a single joint of duct. Duct shall not be assembled in more than single lengths in the shop, but a damper may be installed in the length of duct. This Section does not apply to signatory Employers who fabricate and section said duct work within the jurisdiction of Local Union 105.

SECTION 3. Employers and Employees shall be equally responsible to enforce general industry safety orders and construction safety orders as adopted by the Division of Occupational Safety and Health of the State of California and/or the Western States Council of California, Arizona, Nevada and Hawaii, or any applicable governmental agency.

SECTION 4. The Employer shall be directly responsible to see that each Employee required to use a "Powder Actuated Tool" shall be properly trained.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

June 28, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING THE MODIFICATION OF PREDETERMINED INCREASES
TO 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(s) or classification(s) listed below:

CRAFT: Plumber
CLASSIFICATION(S): Landscape/Irrigation Assistant Journeyman; Landscape/Irrigation Tradesman
LOCALITIES: All localities within Imperial, Inyo, Kern, Mono, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara & Ventura Counties
DETERMINATION INDEXES: 2003-2, 2004-1, 2004-2, 2005-1, 2005-2, 2006-1, 2006-2 and 2007-1

The predetermined increases **effective July 1, 2007** for the above classification(s) have been reduced as follows:

Plumber: Landscape/Irrigation Assistant Journeyman – from an increase of $1.06 to $1.04 allocated as follows:

- $0.48 to the Basic Hourly Rate
- $0.50 to Health and Welfare
- $0.06 to Training

Plumber: Landscape/Irrigation Tradesman – the predetermined increase of $0.46 has been rescinded.

Plumber: Landscape/Irrigation Tradesman (2nd Shift) – the predetermined increase of $0.46 has been rescinded.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

July 3, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING A MODIFICATION 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(s) and classification(s) listed below:

CRAFT/CLASSIFICATION: Carpenter – Roof Loader of Shingles
LOCALITY: All localities within Southern California
DETERMINATION: SC-23-31-2-2006-2 and SC-23-31-2-2007-1

The predetermined increase of $2.25, to be allocated to wages and or fringes, effective July 1, 2007, for **Roof Loader of Shingles** has been changed as follows:

Effective July 1, 2007, there will be an increase of $1.68 to be allocated as follows: $1.33 to Basic Hourly Rate, $0.25 to Pension, and $0.10 to Vacation/Holiday.

CRAFT/CLASSIFICATION: Carpenter – Scaffold Builder
LOCALITY: All localities within Southern California
DETERMINATION: SC-23-31-2-2006-2 and SC-23-31-2-2007-1

The predetermined increase of $2.25, to be allocated to wages and or fringes, effective July 1, 2007, for **Scaffold Builder** has been changed as follows:

Effective July 1, 2007, there will be an increase of $1.50 to be allocated as follows: $1.15 to the Basic Hourly Rate, $0.25 to Pension, and $0.10 to Vacation/Holiday.

CRAFT/CLASSIFICATION: Carpenter – Head Rockslinger & Rock Bargeman or Scowman
LOCALITY: All localities within Southern California
DETERMINATION: SC-23-31-2-2006-2 and SC-23-31-2-2007-1

The predetermined increase of $2.25, to be allocated to wages and or fringes, effective July 1, 2007, for **Head Rockslinger & Rock Bargeman or Scowman** has been changed as follows:

Effective July 1, 2007, there will be an increase of $2.15 to be allocated as follows: $1.80 to the Basic Hourly Rate, $0.25 to Pension, and $0.10 to Vacation/Holiday.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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July 23, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING A CORRECTION TO THE MODIFICATION OF THE PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Party:

The following is a correction to the Important Notice dated July 3, 2007, regarding the predetermined increases for the following craft/classification listed below:

CRAFT/CLASSIFICATION: Carpenter – Scaffold Builder
LOCALITIES: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties
DETERMINATIONS: SC-23-31-2-2006-2 and SC-23-31-2-2007-1

The predetermined increases of $2.25 to be allocated to wages and/or fringes effective on ***July 1, 2008***, and ***July 1, 2009*** for ***Scaffold Builder*** have been changed as follows:

Effective July 1, 2008, there will be an increase of $1.50 to be allocated to wages and/or fringes.

Effective July 1, 2009, there will be an increase of $1.50 to be allocated to wages and/or fringes.

With the exception of the above corrections, all other wage information found in the Important Notice dated July 3, 2007 remains unchanged.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
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San Francisco, CA 94142-0603

July 30, 2007

IMPORTANT NOTICE TO AWARDING BODIES
AND OTHER INTERESTED PARTIES
REGARDING A MODIFICATION 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(s) and classification(s) listed below:

CRAFT/CLASSIFICATION: Roofer – Roof Removal Worker
LOCALITY: All localities within San Francisco and San Mateo Counties
DETERMINATION: SFR-2006-2, SMA-2006-2, SFR-2007-1 and SMA-2007-1

The predetermined increase of $1.52, to be allocated to wages and or fringes, effective August 1, 2007 for **Roof Removal Worker** has been changed as follows:

Effective August 1, 2007, there will be an increase of $1.43 to be allocated to the Basic Hourly Rate.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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August 2, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE MODIFICATION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Party:

The following is a modification of the predetermined increases for the following craft/classification listed below:

Craft: Landscape/Irrigation Laborer/Tender (Pages 18A and 30B)
Classification: Landscape/Irrigation Tender
Localities: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties
Determinations: SC-102-X-14-2006-1A; SD-102-X-14-2006-1B; SC-102-X-14-2005-1A; SD-102-X-14-2005-1B; SC-102-X-14-2004-2A; SD-102-X-14-2004-2B; SC-102-X-14-2004-1A; SD-102-X-14-2004-1B

- The predetermined increase of $0.46 to wages and/or fringe benefits effective August 1, 2007 for the Landscape/Irrigation Tender for the above referenced determinations has been rescinded.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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Division of Labor Statistics and Research
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San Francisco, CA 94102

MAILING ADDRESS:
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August 2, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE MODIFICATION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS
THIS NOTICE ALSO AMENDS THE MODIFICATION NOTICE ISSUED JUNE 7, 2007

Dear Public Official/ Other Interested Parties:

The following is the modification of the predetermined increases for the following craft(s) or classification(s) listed below:

CRAFT: Electrician
CLASSIFICATION: Inside Wireman, Technician; Cable Splicer; Heliarc Welding
LOCALITIES: All localities within Kern County
DETERMINATION(S): KER-2005-2, KER-2006-1, KER-2006-2, KER-2007-1

The predetermined increase of $0.65 to wages and/or employer payments has been reduced to $0.60 effective June 1, 2007 for the above classification. The changes are as follows:

INSIDE WIREMAN, TECHNICIAN - ALL SHIFTS:

- **Effective June 1, 2007**, there was an increase of $0.65 to be allocated to the Basic Hourly Rate and a decrease of $0.05 from Health & Welfare.

CABLE SPLICER - ALL SHIFTS:

- **Effective June 1, 2007**, there was an increase of $0.65 to be allocated to the Basic Hourly Rate and a decrease of $0.05 from Health & Welfare.

HELIARC WELDING - ALL SHIFTS:

- **Effective June 1, 2007**, there was an increase of $0.65 to be allocated to the Basic Hourly Rate and a decrease of $0.05 from Health & Welfare.