### STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS	
Office of the Director – Research Unit	
455 Golden Gate Avenue, 9th Floor	Sa
San Francisco, CA 94102	

MAILING ADDRESS: 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 DETERMINATION FOR THE CRAFT OF #TERRAZZO WORKER

### ISSUE DATE: July 24, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021<sup>\*\*</sup> The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774. **LOCALITY**: All localities within all 46 Northern California Counties

This determination applies to projects advertised for bids on or after August 3, 2020. These rates supersede the Terrazzo Worker wage rates issued in the following General Prevailing Wage Determinations: 2020-1 for all 46 Northern California Counties

Classification <sup>a</sup>	Basic Hourly Rate <sup>♭</sup>	Health And Welfare	Pension	Vacation And Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Overtime Daily⁴ 1 1/2X	Overtime Saturday <sup>e</sup> 1 1/2X	Overtime Sunday/ Holiday 2X
Terrazzo Worker	\$50.66	\$10.75	\$15.37	\$0.00	\$0.80	\$1.22	8	\$78.80	\$101.05	\$101.05	\$123.30
Terrazzo Worker (2 <sup>nd</sup> Shift)	\$58.66	\$10.75	\$15.37	\$0.00	\$0.80	\$1.22	8	\$86.80	\$113.05	\$113.05	\$139.30
Terrazzo Worker (3 <sup>rd</sup> Shift)	\$58.66	\$10.75	\$15.37	\$0.00	\$0.80	\$1.22	8	\$86.80	\$113.05	\$113.05	\$139.30

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 Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

<sup>&</sup>lt;sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <u>Internet</u> @ https://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp.

<sup>\*\*</sup> Effective on July 1, 2021: There will be an increase of \$3.00 to wages and or fringes

There are no further increases applicable to this determination.

<sup>&</sup>lt;sup>a</sup> The ratio of Terrazzo Finisher Hours to Terrazzo Worker Hours shall not exceed two (2) to one (1).

<sup>&</sup>lt;sup>b</sup> Includes an amount for vacation/dues check off which is not factored in the overtime rates.

<sup>&</sup>lt;sup>c</sup> Included in straight-time hourly rate.

<sup>&</sup>lt;sup>d</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on a Saturday only; all other time is paid at the Sunday and Holiday overtime hourly rate.

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San Francisco, CA 94102	

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## IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS INTERIM DETERMINATION FOR THE CRAFT OF #TERRAZZO FINISHER

### ISSUE DATE: July 24, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021<sup>\*\*</sup> The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774. **LOCALITY**: All localities within all 46 Northern California Counties

This determination applies to projects advertised for bids on or after August 3, 2020. These rates supersede the Terrazzo Finisher wage rates issued in the following General Prevailing Wage Determinations: 2020-1 for all 46 Northern California Counties

Classification <sup>a</sup>	Basic Hourly Rate <sup>♭</sup>	Health And Welfare	Pension	Vacation And Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Overtime Daily <sup>d</sup> 1 1/2X	Overtime Saturday <sup>e</sup> 1 1/2X	Overtime Sunday/ Holiday 2X
Terrazzo Finisher	\$38.67	\$10.75	\$5.87	\$0.00	\$0.80	\$1.00	8	\$57.09	\$74.09	\$74.09	\$91.09
Terrazzo Finisher (2 <sup>nd</sup> Shift)	\$43.67	\$10.75	\$5.87	\$0.00	\$0.80	\$1.00	8	\$62.09	\$81.59	\$81.59	\$101.09
Terrazzo Finisher (3 <sup>rd</sup> Shift)	\$43.67	\$10.75	\$5.87	\$0.00	\$0.80	\$1.00	8	\$62.09	\$81.59	\$81.59	\$101.09

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

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

<sup>&</sup>lt;sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <u>Internet</u> @ https://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp.

<sup>\*\*</sup> Effective on July 1, 2021: There will be an increase of \$1.75 to wages and or fringes

There are no further increases applicable to this determination.

<sup>&</sup>lt;sup>a</sup> The ratio of Terrazzo Finisher Hours to Terrazzo Worker Hours shall not exceed two (2) to one (1).

<sup>&</sup>lt;sup>b</sup> Includes an amount for vacation/dues check off which is not factored in the overtime rates.

<sup>&</sup>lt;sup>c</sup> Included in straight-time hourly rate.

<sup>&</sup>lt;sup>d</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on a Saturday only; all other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>&</sup>lt;sup>e</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on a Saturday only; all other time is paid at the Sunday and Holiday overtime hourly rate.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



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

MAILING ADDRESS:

# SCOPE OF WORK PROVISIONS

FOR

**TERRAZO WORKER:** TERRAZO WORKER TERRAZO FINISHER

IN

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, TUOLUMNE, YOLO, AND YUBA COUNTIES.

### MASTER

## LABOR AGREEMENT

## Between

## THE TERRAZZO AND MOSAIC ASSOCIATION

And

# BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL 3 -- CALIFORNIA

Effective July 1, 2019

Expires June 30, 2022

**SECTION 6. WORK JURISDICTION.** This Agreement covers the setting, installation and/or finishing, refinishing and restoration of all classes of Terrazzo and Mosaic, whether interior or exterior, new construction, remodel, alteration or repair, and covers all of such work of the individual employer performed at the jobsite, or elsewhere. At the Employer's option, this Agreement shall also cover such work performed in the shop. This agreement covers concrete grinding, polishing and sealing of concrete. The Employer agrees to assign to employees represented by the Union all work covered by this Agreement.

### SECTION 7. CLASSIFICATIONS OF EMPLOYEES:

**A. Terrazzo Mechanic.** The laying of all Terrazzo and Mosaic where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, fascia, newel soffits, window stools and aprons, etc., also to prepare and set all concrete, cement, temporary grounds where projection in Terrazzo occurs, or other foundations or materials that may be required to properly set and complete such work, the laying or bedding of all Terrazzo and Mosaic with any other material required in connection with the above work, the building, shaping, forming and construction of all work, concrete grinding to expose aggregate, polishing and sealing of concrete, and all work incidental thereto.

**B. Terrazzo Finisher.** The established customs of the Terrazzo and Mosaic trade as to laying, grinding, grouting, handling of materials, etc., by the Finishers shall be maintained, and this Agreement shall cover all such work including among other things; the handling after delivery at the building site of all materials used for Terrazzo and Mosaic work, including without limitation, thin set materials and other substitutes; preparing, mixing by hand or machine, and distributing of all kinds of concrete foundation necessary, and all scratch coat used on Terrazzo and Mosaic work and substitutes therefore, or any composition used for such purpose; also the helping with the sand bed, tar paper and wire mesh; concrete grinding to expose aggregate, polishing and sealing of concrete; also rubbing, applying protective materials for grinding, sealing and cleaning, and finishing of same at the building site, either by hand or machine, shall be the work of the Finisher.

**C. Base Machine Operator.** The work consists of operating a base machine for grinding all base, treads and risers, stringers, wainscoting and borders; concrete grinding to expose aggregate of concrete. Only those employees who have been expressly authorized by the Individual Employer to use the base machine shall be entitled to receive the Base Machine Operator's rate of pay.

### **SECTION 8. MATERIALS.**

**A. Terrazzo.** It shall be understood that the word "Terrazzo" refers to any kind of aggregates, whether crushed or manufactured and then crushed, regardless of the material they are made of or the name they may be called, and then mixed with cement or any other binding material in the right proportions in the regular way at the building, laid or installed to form a finish for any exposed surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, window stools and aprons, toilets, bath and shower partitions, mullion caps, cornices, etc., and all places where Terrazzo may be used to form a finished surface for practical use, sanitary finish or decorative purposes when installed by the usual Terrazzo or Mosaic methods. All work incidental to the foregoing shall also be embraced within the word "Terrazzo".

**B.** Mosaic. It shall be understood that the word "Mosaic" refers to all kinds of Mosaic made of marble, stone, venetian enamel, venetian enamel type, or colored glass, whether mounted on paper or set

loose (by hand) at the buildings, laid or installed to form a finish for any exposed surface, whether upon interior or exterior surface, floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all those places where Mosaic may be used to form a finished surface for practical use, sanitary finish or decorative purposes when installed by the usual Terrazzo or Mosaic methods.

**C. New Materials and Processes.** The Parties recognize that as a result of research and development new materials and processes are constantly being introduced in the Terrazzo industry, supplanting and replacing traditional materials and methods. It is therefore agreed that all new materials and new processes constituting substitutions for traditional materials and processes in Terrazzo installations shall be deemed as coming within the provisions of this section.

# HOLIDAY PROVISIONS

# **CRAFT/CLASSIFICATION**

Terrazzo Worker: Terrazzo Worker; Terrazzo Finisher

# ID

18-3-3

# LOCALITY

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.

# HOLIDAYS

SECTION 49. HOLIDAYS. Holidays shall be New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and two (2) Black Fridays (Friday before Memorial Day and Friday before Labor Day). If a Holiday falls on a Saturday, the prior Friday will be considered a holiday. If a Holiday falls on a Sunday, the following Monday will be considered a holiday. DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102

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



# TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**TERRAZO WORKER:** TERRAZO WORKER TERRAZO FINISHER

IN

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, TUOLUMNE, YOLO, AND YUBA COUNTIES.

### MASTER

## LABOR AGREEMENT

## Between

## THE TERRAZZO AND MOSAIC ASSOCIATION

And

# BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL 3 -- CALIFORNIA

Effective July 1, 2019

Expires June 30, 2022

## ARTICLE XII TRAVEL AND SUBSISTENCE

### **SECTION 58.** Method of determination.

- A. For the purpose of determining travel and subsistence reimbursement, all employees required to travel more than forty (40) miles from the employer's principle place of business shall be paid travel reimbursement and subsistence as follows. Mileage to be determined by the California State Automobile Association.
- B. The Employer's principal place of business is the city or town recognized as such by the California State Contractors' Licensing Board. The employer's principle place of business must be a bona fide place of business, which is permanent. Temporary offices or other places of business established at or near the job site after the bid opening date shall not be recognized as principal places of business for purposes of this Article.

### **SECTION 59. TRAVEL**

#### A. Travel Reimbursement shall be the following:

Less than 40 miles	Free zone
41 to 50 miles	\$20.00 per day
51 to 60 miles	\$25.00 per day
61 to 70 miles	\$30.00 per day
71 to 80 miles	\$40.00 per day
81 to 95 miles	\$60.00 per day
Over 95miles	Subsistence

### SECTION 60. SUBSISTENCE.

**A.** On all jobs beyond ninety five (95) miles from the employers principle place of business, the employee shall receive a subsistence allowance of one hundred and fifteen dollars (\$115.00) per day for each day worked. When subsistence applies, employees travelling from their employers principle place of business, located outside the ninety five (95) mile distance, and are not entitled to subsistence payment of one hundred and fifteen dollars (\$115.00) per day for reason of failure to produce expense receipts, that employee shall be paid eighty five dollars (\$85.00) per day. If the employee does not work on Saturday and/or Sunday, and if the employee stays in the area of the jobsite on Saturday and Sunday and presents a receipt or receipts documenting such, then subsistence shall be one hundred and fifteen dollars (\$115.00) per day for seven (7) days per week, in addition to transportation and travel time at straight time to and from the job, once at the beginning and once at the conclusion of employment on the job.

**B.** In determining the number of days of subsistence, holidays shall be included when the employee is required to report, and does in fact report, for work on the last regular working day before, and the next regular working day after the holiday.

**C.** An Employee entitled to subsistence shall also receive payment for travel time to the job at straight time wages, once at the beginning of the job, and once at the conclusion of his/her employment on the job.

**D.** In the event that an employee's reasonable and actual expenditures exceed the appropriate subsistence rate provided herein, the Employer shall pay all sums in excess of the appropriate subsistence rate upon the presentation of receipts reflecting expenditures in excess of the appropriate subsistence rate for food and lodging. An employer may provide lodging to an employee, but this does not relieve their requirement of paying employee \$85 subsistence per day.

**E.** In the event an employee is ordered to work on a job in a subsistence area, which will last more than seven (7) calendar days, the Individual Employer shall, if the employee so requests, pay subsistence in advance in one week intervals. The employee shall receipt in writing for said payment.

## SHIFT PROVISIONS

# **CRAFT/CLASSIFICATION**

Terrazo Worker, Terrazo Finisher

# ID

18-3-3

# LOCALITY

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.

# NOTE:

The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

# SHIFTS

SECTION 48. SHIFTS.

A. When more than one shift per day is required, the rate of pay of each shift shall be based upon the regular straight time hourly rates set forth in this Agreement, except that employees on the second and third shifts Terrazzo Mechanics shall be paid an additional \$8.00 per hour and Terrazzo Finishers shall be paid an additional \$5.00 per hour. No employee shall work or be required to work more than one shift in any one twenty-four (24) hour day. The rate of pay for Overtime pay on shifts shall include the employee's base rate, as set out in the appropriate Appendix, plus the premium provided for in this sub-paragraph.

B. On work in an occupied building, the Employer may work employees on a second shift without working a first shift. In such cases, Terrazzo Mechanics shall be paid an additional \$8.00 per hour and Terrazzo Finishers shall be paid an additional \$5.00 per hour over the regular rate of pay for the first seven hours worked.