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

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February 7, 2023

#### IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING A <u>CORRECTION</u> TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Parties:

#### **CRAFT:** Plumber

CLASSIFICATIONS: Landscape/Irrigation Fitter and Landscape/Irrigation Tradesman LOCALITIES: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara & Ventura DETERMINATIONS: IMP-2022-2, INY-2022-2, KER-2022-2, LOS-2022-2, MON-2022-2, ORA-2022-2, RIV-2022-2, SBR-2022-2, SDI-2022-2, SLO-2022-2, STB-2022-2, and VEN-2022-2

For the craft/classifications of Plumber: Landscape/Irrigation Fitter and Landscape/Irrigation Tradesman, Sections D.4, D.4.16, and D.4.17, "Zone Centers and Subsistence," were inadvertently omitted from the travel and subsistence provisions.

The travel and subsistence provisions should include the following sections:

D.4 Landscape/Irrigation & Lawn Sprinkler Contractors

Zone Centers and Subsistence

D.4.16 For purposes of this Section, the Employer's shop or permanent place of business shall be considered that Employer's Zone Center.

D.4.17 Employees, working under this Section and more than seventy (70) road miles from the Contractor's Zone Center, will receive Sixty dollars (\$60.00) per day for subsistence. This provision will not apply to Employees dispatched directly to the job site and who reside in the general area of the project.

Attached is the correct travel and subsistence provision.

With the exception of the above correction, all of the wage rates and other conditions found in the above-referenced prevailing wage determinations remain unchanged.

# TRAVEL AND SUBSISTENCE PROVISIONS

### **CRAFT/CLASSIFICATION**

Plumber: Plumber, Industrial and General Pipefitter; Plumber, Industrial and General Pipefitter (2nd Shift); Landscape/Irrigation Fitter and Tradesman; Landscape/Irrigation Fitter and Tradesman (2nd Shift); Sewer and Storm Drain Pipelayer; Sewer and Storm Drain Pipelayer (2nd Shift); Sewer and Storm Drain Pipe Tradesman; Sewer and Storm Drain Pipe Tradesman (2nd Shift)

# LOCALITY

Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

#### **CRAFT/CLASSIFICATION**

Plumber: Service and Repair (Plumber/HVAC-Fitter); Service and Repair (Plumber/HVAC Fitter) (2nd Shift)

# LOCALITY

Imperial, Riverside, San Bernardino and San Diego Counties

# **CRAFT/CLASSIFICATION**

Plumber: Service and Repair; Service and Repair (2nd Shift)

# LOCALITY

San Luis Obispo, Santa Barbara and Ventura Counties

#### **CRAFT/CLASSIFICATION**

Plumber, Industrial and General Pipefitter; Plumber, Industrial and General Pipefitter (2nd Shift); Landscape/Irrigation Fitter and Tradesman; Landscape/Irrigation Fitter and Tradesman (2nd Shift); Refrigeration Fitter Service/Repair; Refrigeration Fitter Service/Repair (2nd Shift)

# LOCALITY

Inyo, Kern and Mono Counties

**ID** 204-X-6

# TRAVEL AND SUBSISTENCE

# 4.2 Parking

4.2.1 Where free parking is not available within four (4) tenths of a mile of the job or project, the Contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. If employees are required to park in a designated area and transportation to the jobsite is mandated, travel time will be paid to the employees.

# 4.3 ACCESS

4.3.1 INACCESSIBLE AREAS. Where a job is in an area accessible only by roads in such condition that grave damage to employee's cars might result, the Contractor shall furnish transportation over such roads for all employees both coming to work and returning from work.

D.4 Landscape/Irrigation & Lawn Sprinkler Contractors

Zone Centers and Subsistence

**D.4.16** For purposes of this Section, the Employer's shop or permanent place of business shall be considered that Employer's Zone Center.

**D.4.17** Employees, working under this Section and more than seventy (70) road miles from the Contractor's Zone Center, will receive Sixty dollars (\$60.00) per day for subsistence. This provision will not apply to Employees dispatched directly to the job site and who reside in the general area of the project.

# **E.5 SUBSISTENCE REIMBURSEMENT**

E.5.1 ZONES. The Employer shall select as a Local Zone Center, one of the following

Zone Centers:

E.5.1.1 Local Union Hall, having jurisdiction over shop location, except the Zone Center for Local No. 78 & 250 shall be in the Los Angeles City Hall.

E.5.1.2 Contractor's shop or permanent place of business.

E.5.1.3 Between July 1 and July 15 of any year in which this Agreement is in effect, each Employer shall notify the Local Union in writing of the Zone Center he desires, with a copy to District Council No. 16; if he fails to so notify the Local Union and the District Council, he shall be deemed to have selected the Union Office. A Zone chosen under these provisions shall not be changed for the remainder of that year.

E.5.1.4 Where an Employer has at least one (1) man operating out of a valid branch operation, with permanent establishment and offices and active listed phone over twenty (20) hours per week for at least six (6) months, the Employer may select a Zone Center for such establishment. Job Site offices will not be considered as Zone Centers.

E.5.1.5 On jobs located in areas outside the Contractor's home area, the Zone Centers shall be the Local Union Hiring Hall having jurisdiction over the job.

E.5.2 The Employer shall pay subsistence at the minimum rate of fifty-six dollars (\$56.00) a day on all job sites fifty (50) miles and eighty-four dollars (\$84.00) a day on all jobs 100 or more air miles as listed in Appendix E, Paragraph E.5.4, from the Contractor's zone center, as specified in Appendix E, Paragraph E.5.1, E.5.1.1 and E.5.2 except for all military reservations covered by this Agreement, (see Appendix E, Paragraphs E.5.1 for zone pay). The Contractor and Local Business Manager may, prior to the start of any project, mutually agree upon a different daily subsistence rate based upon actual reasonable costs supported by original receipts.

E.5.3 On jobs located on Offshore Islands or Platforms, the employees shall travel from the reporting point to the job site on Contractor's time. At the conclusion of the day, the return travel time shall likewise be paid by the Contractor at the applicable straight time rate. Travel time shall not be considered hours worked in computing overtime. If an overnight stay is required, lodging and meals shall be provided by the Employer.

E.5.4 Within the fifty (50) miles zone mentioned in Appendix E, Paragraph E.6.1, E.6.1.1 and E.6.1.2, the Contractor shall reimburse employees for ferry charge or bridge toll incurred daily going to and from the job.

E.5.5 Employees reporting for work for which subsistence is required, shall receive a full day's subsistence allowance at the specified rate for such job, unless they have been notified by the Contractor before the end of the last preceding shift, or the Employer has notified the employee prior to leaving home, not to report for work. Any employee leaving the job or project of his own volition shall have his subsistence prorated on the basis of actual hours worked.

# E.5.6 All offshore installation of any kind off the coast of the area covered by this

Agreement and outside the limits of the State of California shall be presumed to have been performed in the State of California, and Employer shall be required to make all withholding and wage deductions in accordance with the laws of the State of California.

#### E.6 SERVICE & REPAIR

E.6.1 If the Employer furnishes a truck, \$2.00 per hour to be deducted from the base rate for each hour work.