

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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



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

**INTERIM DETERMINATION FOR THE CRAFT OF
#FIELD SURVEYOR: CHIEF OF PARTY, INSTRUMENTMAN, CHAINMAN/RODMAN (ALL SHIFTS)**

Issue Date: April 2, 2015

Expiration Date of Determination: February 29, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director- Research Unit for specific rates at (415) 703-4774.

Locality: All localities within Butte, Nevada, Sutter and Yuba Counties

This determination applies to projects advertised for bids on or after April 12, 2015. These rates supersede the Field Surveyor: Chief of Party, Instrumentman, Chainman/Rodman wage rates issued in the following General Prevailing Wage Determinations: BUT-2015-1, NEV-2015-1, SUT-2015-1 and YUB-2015-1.

CLASSIFICATION (Journeyman)	Employer Payments						Straight-time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation/ Holiday ^c	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 ½X	Saturday 1 ½X	Sunday/ Holiday 2X
Field Surveyor:											
Chief of Party ^a	\$38.07	13.03	10.64	3.41	0.77	0.16	8	\$66.08	\$85.11 ^d	\$85.11 ^e	\$104.15
Chief of Party, ^a Night Shift	\$42.83	13.03	10.64	3.41	0.77	0.16	7	\$70.84	\$85.11 ^f	\$85.11 ^g	\$104.15
Instrumentman ^a	\$34.98	13.03	10.64	3.41	0.77	0.16	8	\$62.99	\$80.48 ^d	\$80.48 ^e	\$97.97
Instrumentman, ^a Night Shift	\$39.35	13.03	10.64	3.41	0.77	0.16	7	\$67.36	\$80.48 ^f	\$80.48 ^g	\$97.97
Chainman/Rodman ^a	\$32.10	13.03	10.64	3.41	0.77	0.16	8	\$60.11	\$76.16 ^d	\$76.16 ^e	\$92.21
Chainman/Rodman, ^a Night Shift	\$36.11	13.03	10.64	3.41	0.77	0.16	7	\$64.12	\$76.16 ^f	\$76.16 ^g	\$92.21

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

^a All crews, without consideration to the number of individuals in the crew, shall include a Chief of Party. A crew consists of one (1) or more employees performing Field and Construction Survey work.

^b Includes amount per hour worked for Annuity Trust Fund.

^c Includes amount per hour worked for Supplemental Dues.

^d Rate applies to the first 4 daily overtime hours, Monday through Friday. All other overtime is paid at the Sunday/Holiday rate.

^e Rate applies to the first 12 overtime hours worked. All other overtime is paid at the Sunday/Holiday rate. In the event it is not reasonably possible to complete 40 hours of work on an 8-hour day, Monday through Friday, then the balance of the 40 hours, up to 8 hours, may be worked on Saturday at the straight-time rate.

^f Rate applies to the first 4 daily overtime hours, Sunday night through Thursday night. All other overtime is paid at double time. In the event it is not reasonably possible to complete 35 hours of work on a 7-hour day, Sunday night through Thursday night, the balance of 35 hours, up to 7 hours, may be worked on Friday night at the straight-time rate.

^g Rate applies to the first 12 hours on Saturday. All other overtime is paid at double time.

**** Effective March 1, 2016:** There will be an increase of \$2.00 to be allocated to wages and/or fringes.

Effective March 1, 2017: There will be an increase of \$2.00 to be allocated to wages and/or fringes.

There are no further increases applicable to this determination.

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

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

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HOLIDAY PROVISIONS

FOR

FIELD SURVEYOR: CHIEF OF PARTY
INSTRUMENTMAN
CHAINMAN/RODMAN

IN

BUTTE, NEVADA, SUTTER AND YUBA COUNTIES

63-3-10

2015-2018

MASTER AGREEMENT

FOR

TECHNICAL ENGINEERS AND GENERAL SURVEYING

FOR

NORTHERN CALIFORNIA AND NORTHERN NEVADA

BETWEEN

OPERATING ENGINEERS LOCAL UNION NO. 3 OF THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

And

CALIFORNIA & NEVADA CIVIL ENGINEERS AND LAND SURVEYORS ASSOCIATION, INC.



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04.10.00 *Holidays.* The following shall be considered as unpaid holidays: New Year's Day (January 1st), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25th).

04.10.01 *Holiday Work Pay.* An Employee who works on any of the above holidays, shall be paid at the rate specified in Section 04.06.00 of this Agreement.

04.10.02 *Holiday on Weekend.* Any observed holiday which falls on Sunday, shall be observed on the following Monday. Any observed holiday which falls on Saturday, shall be observed on the preceding Friday.

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SCOPE OF WORK PROVISIONS

FOR

FIELD SURVEYOR: CHIEF OF PARTY
INSTRUMENTMAN
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IN

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(b) For the purposes of this Agreement, "field and construction survey work" shall include, but not be limited to:

1. Work which involves the science and art of making all precise measurements to determine the relative position of points not related to asset inventory, through the use or utilization of transits, digital levels, electrotape and other electronic measuring devices or theodolites, including such work utilizing Global Positioning Systems (GPS), to establish a location, an elevation or grade, topography, distances and other measurements;
2. Work performed in support of construction operations, including providing stakes, markers or similar information for the location and/or construction of items such as: survey control; building control including gridline layout, electrical, plumbing, communications, foundations and HVAC systems, clearing, slopes, staking (top, toe and intermediate); permanent fencing and boundaries; rough grade; building pad certifications; final/finish grade; drainage and utility layout; curb, sidewalk and other hardscape surface improvements; subdrains; structures; walls; channels; culverts; in-place or as-constructed measurements; and stakes or measurements for other related items;
3. Work may include field surveying services that are required to support work that, by specification or contract or state law, is to be performed under the direction of a Licensed Land Surveyor, or Civil Engineer authorized to practice land surveying in California, per Article 5 Section 8773 of the California Business and Professions Code or similar and applicable Nevada State law, if the work is performed in Nevada.

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TRAVEL & SUBSISTENCE PROVISIONS

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04.11.00 *Travel.*

04.11.01 *Reporting.* An Employee shall be required to report for work at either his/her Individual Employer's regularly established office or at any jobsite at the regularly established starting time for his/her shift.

04.11.02 *Travel During Day.* All travel within the period between the time the Employee is required to report for the day and the time he/she is released from work for the day, shall be paid as time worked, and the Individual Employer shall provide safe transportation.

04.11.03 *Travel Maximum.* Travel time shall not exceed eight (8) hours in any twenty-four (24) hour period.

04.11.04 *Travel Time Pay.* Travel time shall be paid as follows:

- (1) When the Employee is required to report to the Individual Employer's office and the Employee is released for the day at a different place, the Individual Employer shall provide safe transportation back to the place such Employee was required to report for the day, and such travel time shall be on the Employee's time, not to exceed one (1) hour one way. Such travel time in excess of one (1) hour one way shall be paid as time worked.
- (2) When the Employee is required to report to a jobsite away from the Individual Employer's office, travel time shall be paid as follows:
 - a. All travel within the period between the time an Employee is required to report for the day at the jobsite and the time he is released from work for the day, which point of release shall be the same as the point of reporting, and excluding the lunch period provided in Section 04.04.00, shall be paid as time worked.
 - b. Where the jobsite is of one (1) day's duration and no subsistence is provided the Employee pursuant to Section 05.00.00, the travel time to and from the jobsite computed from the Individual Employer's regularly established office to which the Employee is regularly assigned shall be on the Employee's time, not to exceed one-half (½) hour each way.

Time traveling outside the workday in excess of one-half (½) hour each way shall be paid as time worked.

c. Where the jobsite is more than one (1) day's duration and subsistence is provided the Employee pursuant to Section 05.00.00, the travel time to and from the jobsite shall be on the Employee's time; however, on the first day of work and on the last day of work at such jobsite computed from the Individual Employer's regularly

established office to which the Employee is regularly assigned, such travel time in excess of one (1) hour one way on each of such days shall be paid as time worked.

04.11.05 Other Travel Time. All other travel time situations not herein expressly provided for, if any, shall be referred to the Labor-Management Committee for determination, and if not determined therein the grievance procedure may then be utilized.

04.11.06 "Jobsite" Defined. For the purposes of Section 04.11.00, "jobsite" shall mean a site to which the Employee may be required to report and perform work for not less than eight (8) consecutive hours.

04.11.07 Employer Regularly Established Office. For the purposes of Section 04.11.00, the Individual Employer's regularly established office shall mean the place to which the Employee has been last dispatched.

04.11.08 Travel Time at Straight Time. Travel time outside the regular workday in excess of allowable time on Employee's time shall be compensated at the applicable straight-time rates. Travel time outside the regular workday shall not be the basis for computing overtime and fringe benefits.

04.11.09 Nothing in Section 04.00.00 shall be used as a method to circumvent the Travel Time Pay provisions of this Agreement.

05.00.00 SUBSISTENCE AND USE OF VEHICLE

05.01.00 Subsistence. The Individual Employer shall provide at its expense to each Employee who it requires to remain away from his/her permanent place of residence overnight, board and lodging in advance for all days, including non-workdays.

05.01.01 Receipted Cost. In the event that the actual receipted cost for reasonable and customary expenses exceeds the amount provided, the Individual Employer shall reimburse the Employee within thirty [30] days after submission of such expenses. Such submission shall be tendered by the Employee within ten [10] working days from incurring the expense, or when reasonably practical.

05.02.00 Use of Vehicle. The Individual Employer shall reimburse the Employee who agrees with the Individual Employer to use his/her own personal vehicle to haul materials and/or persons, at the rate of fifty dollars (\$50.00) per day plus the cost of fuel and bridge, ferry and toll road fares involved. The foregoing is not intended to permit the establishment of the use of an Employee's personal automobile as a condition of employment.

05.02.01 Vehicle Insurance. The Individual Employer will furnish and pay for all insurance covering an Employee's vehicle while in use and compensated under this Section, that is required by law.

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SHIFT PROVISIONS

FOR

FIELD SURVEYOR: CHIEF OF PARTY
INSTRUMENTMAN
CHAINMAN/RODMAN

IN

BUTTE, NEVADA, SUTTER 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.

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04.03.01 *Night Shift.* Seven (7) consecutive hours of work (exclusive of meal period) shall constitute a regular workday, and five (5) regular workdays, starting at 5:00 p.m. Sunday and ending 7:00 a.m. Friday, a regular workweek.

04.03.02 *Night Shift Report Pay.* For reporting and the first four (4) hours of work an Employee shall be paid for five (5) hours at his regular straight-time rate.

04.03.03 *Night Shift Pay.* When work is performed on a night shift, an Employee assigned to work such night shifts shall be paid twelve and one-half percent (12-1/2%) differential in addition to his/her regular pay. Night shift rates shall be applicable to all shifts starting between 4:00 p.m. and 4:00 a.m.

04.03.04 *Consecutive Hours Work.* The hours of work shall be consecutive, except for a one-half (½) hour meal period.

04.03.05 *Shift Starting Times.* The regular starting time of the shifts shall be established by the mutual written consent of the Individual Employer, the Employees and the Union's Business Agent, such consent not to be unreasonably withheld.

04.05.00 *One Shift Per Day.* Except in emergency, no Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours.