Prevailing Wage & Modular Furniture

The installation of Modular Furniture is defined by that State of California (SB975) the as “the bolting, securing, or mounting of items to the [property] as fixtures”. UCSB further defines this as furniture made up of independent work surface and storage units with panels used as end panels or space dividers. It includes all modular furniture components that collectively are required to complete a workstation.

The CA Department of Industrial Relations (DIR) Determination # SC-23-31-16-2013-1 (Feb 2013) for Modular Furniture is attached. The Scope of Work Provision for Modular Furniture Installers includes the following types of labor in the inclusion of Prevailing Wage rates:

“…[the] detailing, handling, unloading, carrying, uncrating, staging, assembly, installation, disassembly, removal, scrapping, layout, and relocation of:
   - all types of manufactured Modular office furniture
   - full wall (floor to ceiling) demountable systems
   - prefabricated and sold as modular wall systems
   - all types of modular and other types of shelving units
   - mechanical or electrical file cabinets and/or mobile filing units
   - UL Listed components that by specific design are plug-in, snap in, or put on as well as all cabling components (phone, internet, etc.)

Not included:
   - [labor hours] exclusively for warehousemen or driving
   - Cabinets, lockers, bleachers, or other types of seating which are permanently attached to our infrastructure…”

- January 4, 2016
CRAFT: #MODULAR FURNITURE INSTALLER (CARPENTER)

INTERIM DETERMINATION: SC-23-31-16-2013-1

EXPIRATION DATE OF DETERMINATION: June 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Employed Payments</th>
<th>Straight-Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Basic Rate</td>
<td>Hourly Rate</td>
<td>1 1/2X</td>
</tr>
<tr>
<td>Installer</td>
<td>$17.00</td>
<td>$4.70</td>
<td>$1.86</td>
</tr>
<tr>
<td>Lead Installer</td>
<td>$19.00</td>
<td>$4.70</td>
<td>$1.86</td>
</tr>
</tbody>
</table>

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

a) Includes an amount for Supplemental Dues.
b) Rate applies to the first 4 daily overtime hours and the first 12 hours on a sixth (6th) consecutive day. All other daily overtime is paid at the 7th Workday/Holiday rate.

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

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

FOR

MODULAR FURNITURE INSTALLER (CARPENTER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES
MEMORANDUM AGREEMENT

for
MODULAR FURNITURE SYSTEMS INSTALLATION
BETWEEN
SOUTHWEST MODULAR CONTRACTORS ASSOCIATION
AND
SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS
2012 - 2015
2. **SCOPE OF WORK**

   a. This Agreement shall cover the detailing, handling, assembly, installation, disassembly, removal and relocation of all types of manufactured Modular office furniture systems and all accessories, including Full Wall (floor to ceiling) demountable systems (prefabricated and sold as modular wall systems).

   Also covered by this Agreement are all types of modular and other types of shelving units, file cabinets, and mobile filing units (mechanical or electrical).

   b. The Contractor shall recognize the jurisdiction of the Union, and the parties hereto agree to be bound by the following work jurisdiction including, but not limited to:

   The transportation, loading and unloading by any means, stock-piling, distribution to point of erection, carrying, handling, warehousing, uncrating, installation, and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishings, etc., including (but not limited to) all component parts regardless of their materials or method or manner of installation, attachment or connection and all work in connection with the assembly and installation or disassembly and relocation, scrapping of all materials and all clean-up. Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

   Also covered by this Agreement is the handling and installation of all U.L. Listed components that by specific design are plug-in, snap in or put on, as well as telephone, computer, communications and data processing cabling components.

   This Agreement will not apply to employees who work exclusively as warehousemen or truck drivers.
This agreement does not apply to the installation of cabinets (unless part of a modular system) lockers, bleachers or other types of seating which are permanently attached to a structure, or the installation of any type of fixture which is not a pre-manufactured modular office system.

c. The Contractor agrees that any work set forth in this Agreement, performed by or for the Employer, shall be assigned by the Employer to employees covered by this Agreement and represented by the Union.

d. All other work that is covered by the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement that is performed by the Contractor at the jobsite shall be performed under the terms and conditions of the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement, as appropriate.