



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES

Prevailing Wage  
PO Box 44540 • Olympia, Washington 98504-4540  
360/902-5335 Fax 360/902-5300

January 4, 2019

Erik M. Laiho  
Christopher L. Hilgenfeld  
Davis, Grimm, Payne & Marra  
701 Fifth Avenue, Suite 4040  
Seattle, Washington 98104

Messrs. Hilgenfeld and Laiho,

Thank you for your request on behalf of Northshore Sheet Metal, Inc. for review of the application of Sheet Metal Worker prevailing wages for the custom prefabrication of architectural sheet metal for building exteriors. Sheet Metal Workers Local 66 (Local 66) have also requested a formal prevailing wage determination. Multiple determinations exist, though none have discussed this specific question in detail using all the facts you provided. This is intended to be a more thorough review. Northshore's request does not identify a particular project but rather, requests a determination regarding a general category of sheet metal construction.

This is a prevailing wage determination, made under authority in RCW 39.12.015(1):

“(1) All determinations of the prevailing rate of wage shall be made by the industrial statistician of the department of labor and industries.”

### **Sheet Metal and Plate Steel**

In the construction and metal fabrication industries these two terms are well-understood. Sheet metal is thinner than plate steel. In these industries metal thicker than ¼ inch (6mm) is generally considered plate steel. In plate steel fabrication, thicknesses can exceed several inches, though thicknesses under one or two inches are more common. Sheet metal building parts can often be carried and manipulated by one person manually. Plate steel can easily be far too heavy to move manually and so, is often manipulated mechanically. Many other differences exist.

Sheet metal prefabrication for construction falls into at least three categories:

1. Heating, ventilation and air conditioning (HVAC)

Sheet Metal Worker prevailing wages are applied to heating, ventilation and air conditioning (HVAC) installations.<sup>1</sup> Standard sheet metal products exist for residential and light commercial. Custom-fabricated sheet metal parts are needed for these HVAC installations along with some standard parts. Prevailing wages are required for custom fabrication and are not required for manufacture of standard items. Large, industrial projects involve mostly or exclusively custom-fabricated items.

2. Industrial kitchen and similar equipment

Sheet Metal Worker prevailing wages are applied to industrial kitchen and similar installations.<sup>2</sup> Here again, some standard items are available for smaller installations. Larger projects require more custom fabrication. These projects include range hoods, tables, cabinetry, refrigeration systems, etc.

3. Architectural sheet metal

Sheet Metal Worker prevailing wages have consistently been applied to architectural sheet metal work to the best of my knowledge. Standard items such as steel siding panels and downspouts are used in residential and light commercial projects and, though some custom fabrication is necessary, much of that is performed at the job site. For larger projects, similar to the two categories above, more custom fabrication is involved. Indeed, the architectural sheet metal industry has undergone significant technological improvements recently. Sheet metal panels are often composite, utilizing various materials and designs for sound and thermal insulation and weatherproof interlocking

---

<sup>1</sup> Ray's H.V.A.C. vs. Department of Labor & Industries (Washington, 1991), Superior Court

<sup>2</sup> WAC 296-127-01372

Letter to Messrs. Laiho and Hilgenfeld  
January 4, 2019

features. Cornices, gutters and downspouts for these projects are no longer the only custom-fabricated components.

The two main categories of concerns and facts raised are:

- 1) Industry Practice
- 2) Scope of Work Description

### **Industry Practice**

Northshore contends that Sheet Metal Worker prevailing wages do not represent established industry practice and offers aerospace industry data as evidence. I have not studied aerospace industry wages nor have I studied wages in any other manufacturing industry. Custom prefabrication of building parts is not a manufacturing industry. Wage standards in manufacturing industries may be different from wage standards in construction prefabrication. From your data, this appears to be the case. In my view, data from one industry should not be used to estimate wages in another, different industry. This is particularly true when calculating a wage that will be required to be paid under law, such as chapter 39.12 RCW.

Northshore contends that Sheet Metal Worker prevailing wages are substantially different from Metal Fabricator prevailing wages and I agree. From the time I began analyzing construction industry wages in 1990 to the present day, I have consistently noticed a sharp difference between sheet metal and plate steel fabrication wage standards in the construction industry.

The department conducted a wage and hour survey in 2008 to recalculate new Metal Fabrication prevailing wages. The data received during that survey was ultimately discarded, largely due to the presence of sheet metal fabrication in that data. Consistent with my experience, the difference between sheet metal and plate steel data was substantial. Had the department used that data in calculating Metal Fabricator prevailing wage, those rates would have increased beyond what is normally paid in the plate steel fabrication industry segment. Significantly, if the department were to agree that sheet metal data, architectural or otherwise, should be used in calculating Metal Fabricator prevailing wages, those prevailing wages would be substantially increased and in some instances would likely reflect union sheet metal worker wages. In other words, if Northshore were successful in its goal of convincing L&I to allow sheet metal fabrication at Metal Fabricator wages, Northshore might very possibly then still be required to pay union sheet metal wages.

The sheet metal construction industry is substantially unionized in our region. Though there are small and medium-sized sheet metal employers whose workers are not represented by the union, the bulk of large and medium-sized employers are union. Northshore's workers were represented by Local 66 for nineteen years from 1996 to 2015. According to my understanding, Northshore competed favorably in the industry during this time. Other union contractors include familiar names such as McDonald-Miller, McKinstry, Kenco and Kruger. These contractors also appear to compete favorably paying union wages.

Local 66 also reports it routinely gathers wage information regarding non-signatory contractors to ensure broad compliance with prevailing wage law. The materials I received, which I forwarded to you, include various Affidavits of Wages Paid and certified payroll records from their records. These documents show the payment of the Sheet Metal Worker prevailing wage for this work. In the event of a finding of a contractor paying sub-prevailing wages on public works, Local 66 could file a complaint with L&I which L&I would investigate. I have no recollection of Local 66 filing a complaint with the department alleging failure to pay this wage by any contractor other than Northshore.

Northshore has made substantial investments in tooling and equipment for its prefabrication operation. This certainly makes sense. Sheet metal fabrication equipment has been improving as long as the industry has existed. These improvements in tooling have caused sheet metal workers to become more efficient and productive. Throughout the history of sheet metal tooling improvements, the workers using those tools have been sheet metal workers and they remain so today. Northshore mentions other construction-industry occupations besides Sheet Metal Worker which are also handsomely compensated and I concur. Electrician and Pipefitter wages are usually slightly lower than that of Sheet Metal Worker while Elevator Constructor wages are higher.

### **Scope of Work**

Scope of work descriptions for prevailing wage purposes are found in chapter 296-127 WAC.<sup>3</sup> WAC 296-127-01352 delineates the work which may be paid at the Metal Fabricator prevailing wages. Northshore contends that this scope of work description

---

<sup>3</sup> The distinction of thickness mentioned immediately above is not found in chapter 296-127 WAC, nor are the "terms of art" discussed in this determination defined in that chapter, presumably because these definitions are well-understood by industry professionals.

applies to the custom fabrication of architectural sheet metal. The Metal Fabricator scope begins with this sentence:<sup>4</sup>

For the purpose of the Washington state public works law, chapter [39.12 RCW](#), metal fabricators fabricate and assemble structural or ornamental metal products, such as frame work or shells for machinery, tanks, stacks, and metal parts for buildings and bridges.

This sentence provides a context for, and limits, the work which may be paid at the Metal Fabricator prevailing wages. For our purposes, the two most significant terms in this sentence are “structural” and “ornamental.” These terms contrast with the corresponding term in Northshore’s request, which is “architectural.” These three words have broad ordinary meanings, but narrower meanings in the construction industry. In the construction industry, they are terms of art. In the construction industry:

“Architectural Metal” is a term used to describe sheet metal exterior building parts.

“Ornamental Metal” is a term that describes metal products which once were fabricated by blacksmiths and which today are fabricated by iron workers. Most often, those products are wrought iron fences, gates, railings and other similar products made from plate steel.

“Structural Metal” is a term describing steel girders and other similar frame work for buildings and bridges.

A quick Google search for these terms, then clicking “Images” will illustrate the differences in meanings between these terms as used in construction. Northshore does not argue that architectural metal is structural, but it does seem to conflate the terms “architectural” and “ornamental.” While architectural sheet metal is often attractive, sometimes dazzlingly so, it is not ornamental as those terms are used in construction. These are not synonyms. Northshore’s attempted placement of its architectural metal work into the term “ornamental” appearing in WAC 296-127-01352 is incorrect.

None of the machines, tools, equipment or methods mentioned in the Metal Fabrication scope are unique to sheet metal fabrication. All of the machines, tools, equipment and

---

<sup>4</sup> Most scope of work descriptions within chapter 296-127 WAC begin with a sentence or paragraph which is critical in understanding the breadths, and limits, of the labor classifications which are defined in those rules.

Letter to Messrs. Laiho and Hilgenfeld  
January 4, 2019

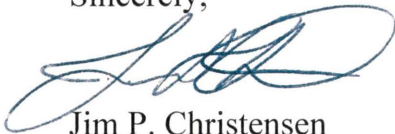
methods mentioned in that scope are used in plate steel fabrication. Some of the tools and methods in the scope would seldom, if ever, actually be used in sheet metal fabrication. Some of them appear to be somewhat unique to plate steel fabrication. Flame cutting, drilling, welding, forge welding, end milling and edge planing are common methods used in plate steel fabrication but seldom used in sheet metal fabrication.

### **Conclusion**

Sheet metal fabrication is distinct from plate steel fabrication, for the construction industry. The skills are different. The applications are different. The wages are different. Plate steel fabrication wages are somewhere near half the levels of sheet metal fabrication wages. Conflating these two disparate industry segments in prevailing wage administration and enforcement would represent both an inaccuracy and an injustice. Just as it would be unfair to inflate Metal Fabricator prevailing wages with the much higher sheet metal fabrication wage data, it would similarly be unfair to allow Northshore to pay wages lower than the industry standard sheet metal wages paid by the bulk of contractors in this industry. Though certainly attractive, architectural sheet metal does not fit within the term “ornamental” as given in WAC 296-127-01352. For these reasons and considering the facts submitted by Northshore and those discussed above, I decline to apply Metal Fabricator prevailing wages to the custom prefabrication of architectural sheet metal on Washington public works.

Any party wishing to dispute the content and conclusions of this determination may now request reconsideration by the Assistant Director of the Fraud Prevention and Labor Standards Division within L&I as provided in WAC 296-127-060(3). Please feel free to contact me if you have other questions concerning prevailing wage, or if you require any clarification.

Sincerely,



Jim P. Christensen  
Industrial Statistician

cc: Sheet Metal Workers Local 66

## **WAC 296-127-01352**

### **Metal fabricators.**

For the purpose of the Washington state public works law, chapter 39.12 RCW, metal fabricators fabricate and assemble structural or ornamental metal products, such as frame work or shells for machinery, tanks, stacks, and metal parts for buildings and bridges.

The work includes, but is not limited to:

- Develop layout and plan sequences of operation.
- Design and construct templates and fixtures.
- Locate and mark bending and cutting lines onto workpiece.
- Operate a variety of machines and equipment to fabricate metal products, such as brakes, saws rolls, shears, flame cutters, drill presses, bending machines, welding machines, and punch and forming presses.
  - Set up and operate machine tools associated with fabricating shops, such as radial drill presses, end mills and edge planers, to turn, drill and mill metal to specific dimensions.
  - Weld, forge weld, braze, solder, rivet or bolt components together to assemble workpiece.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.270 and 43.22.051. WSR 00-15-077, § 296-127-01352, filed 7/19/00, effective 7/19/00.]

**WAC 296-127-01372****Sheet metal workers.**

For the purpose of the Washington state public works law, chapter 39.12 RCW, sheet metal workers perform the following work:

(1) The handling, conditioning, assembling, installing, servicing, repairing, altering and dismantling of the duct work for the heating, ventilation and air conditioning systems regardless of the materials used and the setting and the servicing of all equipment and all supports and reinforcements in connection therewith.

(2) The installation of expansion and discharge valves, air filters, and water filters in heating, ventilation and air conditioning systems.

(3) The testing and balancing of air-handling equipment and duct work.

(4) The handling, conditioning, assembling, installing, repairing and dismantling (except when a building is demolished) of cornices, gutters and down spouts.

(5) The installation of metal siding and metal roof decking, regardless of the fastening method, or what it is fastened to.

(6) The installation of furnaces and any and all sheet metal work in connection with or incidental to commercial kitchen equipment or refrigerating plants.

(7) The handling, moving, hoisting and storing of all sheet metal materials on the job site and all the cleanup required in connection with sheet metal work.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.270 and 43.22.051. WSR 00-15-077, § 296-127-01372, filed 7/19/00, effective 7/19/00.]



**RCW 39.12.015****Industrial statistician to make determinations of prevailing rate.**

(1) All determinations of the prevailing rate of wage shall be made by the industrial statistician of the department of labor and industries.

(2) The time period for recovery of any wages owed to a worker affected by the determination is tolled until the prevailing wage determination is final.

(3) Notwithstanding RCW 39.12.010(1), the industrial statistician shall establish the prevailing rate of wage by adopting the hourly wage, usual benefits, and overtime paid for the geographic jurisdiction established in collective bargaining agreements for those trades and occupations that have collective bargaining agreements. For trades and occupations with more than one collective bargaining agreement in the county, the higher rate will prevail.

(4) For trades and occupations in which there are no collective bargaining agreements in the county, the industrial statistician shall establish the prevailing rate of wage as defined in RCW 39.12.010 by conducting wage and hour surveys. In instances when there are no applicable collective bargaining agreements and conducting wage and hour surveys is not feasible, the industrial statistician may employ other appropriate methods to establish the prevailing rate of wage.

[ 2018 c 248 § 1; 2018 c 242 § 1; 1965 ex.s. c 133 § 2.]

**NOTES:**

Reviser's note: This section was amended by 2018 c 242 § 1 and by 2018 c 248 § 1, each without reference to the other. Both amendments are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

**WAC 296-127-060****Director of department of labor and industries to arbitrate disputes—General provisions.**

(1) The contract executed between a public authority and the successful bidder or contractor and all of his subcontractors shall contain a provision that in case any dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director, and his decision shall be final, conclusive, and binding on all parties involved in the dispute.

(2) In exercising his authority to hear and decide disputes the director shall consider among other things, timeliness, the nature of the relief sought, matters of undue hardship or injustice, or public interest. A "timely" request for arbitration is one received within thirty days after the contract has been awarded.

(3) Any party in interest who is seeking a modification or other change in a wage determination under RCW 39.12.015, and who has requested the industrial statistician to make such modification or other change and the request has been denied, after appropriate reconsideration by the assistant director shall have a right to petition for arbitration of the determination.

(a) For purpose of this section, the term "party in interest" is considered to include, without limitation:

(i) Any contractor, or an association representing a contractor, who is likely to seek or to work under a contract containing a particular wage determination, or any worker, laborer or mechanic, or any council of unions or any labor organization which represents a laborer or mechanic who is likely to be employed or to seek employment under a contract containing a particular wage determination, and

(ii) Any public agency concerned with the administration of a proposed contract or a contract containing a particular wage determination issued pursuant to chapter 39.12 RCW.

(b) For good cause shown, the director may permit any party in interest to intervene or otherwise participate in any proceeding held by the director. A petition to intervene or otherwise participate shall be in writing, and shall state with precision and particularity:

(i) The petitioner's relationship to the matters involved in the proceedings, and

(ii) The nature of the presentation which he would make. Copies of the petition shall be served on all parties or interested persons known to be participating in the proceeding, who may respond to the petition. Appropriate service shall be made of any response.

[Statutory Authority: RCW 39.12.015, 39.12.060 and House Bill 795, 1982 1st ex.s. c 38. WSR 82-18-041 (Order 82-28), § 296-127-060, filed 8/27/82.]

RECEIVED

SEP 26 1990

DEPT OF LABOR & INDUSTRIES  
ATTORNEY GENERAL'S DIVISION  
OLYMPIA, WASHINGTON

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

BEFORE THE DIRECTOR  
OF THE DEPARTMENT OF LABOR AND INDUSTRIES  
STATE OF WASHINGTON

In re:

Department of Labor and  
Industries, ESAC Division,

Respondent,

v.

Ray's H.V.A.C.,

Petitioner.

FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND DECISION

Joseph A. Dear, the Director of the Washington State  
Department of Labor and Industries, having considered the  
Findings of Fact, Conclusions of Law and the Proposed Decision  
and Order rendered by the Administrative Law Judge, T. Raworth  
Williamson, Jr., the exceptions filed on behalf of the  
Department of Labor and Industries, ESAC Division, and having  
considered the record and being otherwise fully advised in the  
premises;

NOW THEREFORE makes the following Findings of Fact,  
Conclusions of Law, and Order:

FINDINGS OF FACT

I.

The Petitioner (hereinafter "Ray's") was and is engaged in  
the business of installing heating and air conditioning systems.

1  
2 This requires the fabrication and installation of sheet metal  
3 ducts and fittings.

4  
5 II.

6 Ray's subcontracted on five public works projects pertinent  
7 to this case, with contract award and substantial completion  
8 dates as follows:

<u>Projects</u>	<u>Contract Awarded</u>	<u>Substantial Completion</u>
9 Western State Hosp. 10 Steilacoom, WA	October, 1987	July 14, 1988
11 Crown Hill/Armin 12 Jahr Schools Bremerton, WA	April, 1988	August 12, 1988
13 Olympic View 14 Elementary School Bremerton, WA	May, 1988	September 20, 1988
15 Evergreen, Bordeaux 16 & Mountain View Elementary Schools Shelton, WA	May, 1988	July 14, 1988
17 Jenni-Wright 18 Elementary School Kitsap County, WA	June, 1988	August 15, 1988

19  
20 III.

21 Under the five contracts, Ray's fabricated and installed  
22 sheet metal ducts and fittings for the heating and ventilation  
23 systems of each project.

24 IV.

25 Ray's duly filed Statements of Intent to Pay Prevailing  
26 Wages in June 1988 in connection with four of the projects. A

1  
2 Statement of Intent to Pay Prevailing Wages was not filed on the  
3 Western State Hospital project. Affidavits of Wages Paid were  
4 filed in connection with all five projects between October, 1988  
5 and February, 1989.

6  
7 V.

8 In June, 1988, when Ray's filed Statements of Intent to Pay  
9 Prevailing Wage on four of the projects, the Respondent  
10 (hereinafter "the Department") had not initiated its  
11 investigation. At the time Ray's filed the last Affidavit of  
12 Wages in February, 1989, the Department had commenced its shop  
13 fabrication audit; however, the benefit audit did not begin  
14 until April 1989.

15 VI.

16 A prevailing wage complaint form was filed with the  
17 Department on July 26, 1988. Ron Brown's name appears on the  
18 form as an "interested party" and Gary Giffin as a "worker."  
19 The narration of the violation on the form indicates that Gary  
20 Giffin reported Ray's alleged prevailing wage violation to Ron  
21 Brown.

22 VII.

23 In April, 1989, Ray's conceded that benefit deficiencies  
24 had occurred. Consequently, prior to the hearing, Ray's paid  
25 84% of the alleged benefit deficiency in the amount of  
26 \$15,248.64. Additionally, of the \$2,898.10 balance of benefits

1  
2 claimed owed by the Department, Ray's did not contest \$527.42  
3 due to the small discrepancies involved. At issue, therefore,  
4 are payments made directly to Ray's field foreman, Robert  
5 Rennie, and to Narrows Heating on behalf of borrowed employees,  
6 Rick Smith and Rick Squance.

7  
8 VIII.

9 On August 21, 1989, the Department sent Ray's five Notices  
10 of Violation advising that it failed to pay its off-site shop  
11 fabricators and on-site installers, the prevailing rate of pay  
12 while working on the projects listed in Finding of Fact II.  
13 above. The Department assessed a 20% civil penalty pursuant to  
14 R.C.W. 39.12.050(3). Specifically, the Department sought an  
15 order requiring Ray's to pay:

16 1. Shop Fabrication

17 Wages Due Fabricators of Ducts and Fittings: \$31,357.79

18 Civil Penalty Assessed at Twenty Percent (20%) of Wage Deficiency: \$ 6,271.55

19 TOTAL AMOUNT ALLEGED OWED: \$37,629.34

20 2. Installer Benefits:

21 Benefits Due Installers \$18,146.74

22 Civil Penalty Assessed at Twenty Percent (20%) of Benefit Deficiency: \$ 3,629.34

23 TOTAL AMOUNT ALLEGED OWED: \$21,776.08  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

The Department assessed an additional \$5,000.00 in civil penalties for filing four false Statements of Intent to Pay Prevailing Wages, five False Affidavits of Wages Paid, and for failure to file a Statement of Intent to Pay Prevailing Wages on the Western State Project. This amount represents a \$500.00 penalty for each of the ten alleged violations. The Department also sought to impose a sanction prohibiting Ray's from bidding on, or having any bid considered for, any public works contract until the civil penalties are paid in full.

IX.

On September 19, 1989 the Department received Notices of Appeal and Request for Hearing from Ray's on all five of the projects in issue. The five Notices of Appeal stated that the Department had no jurisdiction to issue the Notices of Violation, that prevailing wage is not applicable to its employees' shop hours because fabrication was of standard items, that benefits due on-site installers were miscalculated, that the determinations of false filings were erroneous, and that application of civil penalties under RCW 39.12.065 were erroneous both as to application, and as to the determination of the amount. The Notices also contested the application of civil penalties under RCW 39.12.050 for false filing or failure to file documents as required under this chapter.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

X.

Ray's made a motion at the hearing to dismiss all Notices of Violation contending that an interested party did not file the complaint for unpaid prevailing wages as required by RCW 39.12.065

XI.

Gary Giffin worked for Ray's from July 27, 1988 to September 2, 1988, as a bench mechanic responsible for taking detail drawings from the shop foreman and fabricating duct work for the projects. Mr. Giffin testified that he was the intended complainant, and that he went to the Department's Bremerto. office to file the complaint. Mr. Giffin filed the complaint because he did not believe that he was being paid prevailing wage and benefits. An affidavit that he did not remember signing was filed with the complaint.

XII.

Raymond Pursey has owned a heating and air conditioning business since 1973, and became owner of Ray's H.V.A.C. in 1987. Cecil Whitlock served as Mr. Pursey's outside accountant and financial advisor since 1983, and was responsible for ensuring Ray's compliance with prevailing wage law as to the five projects at issue. Although Ray's bid on five prior public works projects, Cecil Whitlock did not review the bids



1  
2 Instead, the bids were reviewed by Chris Hilleman, an  
3 experienced bidder and estimator.

4 XIII.

5 Cecil Whitlock testified that a Statement of Intent was not  
6 filed on the Western State project because the bookkeeper who  
7 prepared the statement was replaced; in the personnel shuffle,  
8 the statement was mistakenly placed in a construction bid file,  
9 where it remained undiscovered until Christa Jaeger's audit.

10 XIV.

11 On February 23, 1987, Cecil Whitlock telephoned George May,  
12 the Department's Industrial Statistician, to request information  
13 regarding prevailing wage requirements. Mr. May told Mr.  
14 Whitlock that if an item fabricated in the shop can be sold to  
15 the general public, and used in a wide variety of projects,  
16 Ray's was not required to pay prevailing wage. Subsequently,  
17 Mr. May sent Mr. Whitlock a Department policy, effective  
18 February 17, 1987, that specifically states the Department's  
19 position regarding off-site fabrication of sheet metal products:

20 Items fabricated specifically for a public works  
21 project, to the specifications of a public agency, are  
22 subject to prevailing wage requirements; only standard  
23 items for sale to the general public that are reusable  
24 on other public works projects, are exempt.

25 Additionally, the Department presented the testimony of  
26 Michael Pellegrini, Manager of the Department's Employment  
Standards section, and responsible for enforcement of prevailing

1  
2 wage law. Mr. Pellegrini testified that Ray's is required to  
3 pay its sheet metal workers prevailing wage for their work on  
4 duct work installed in the public projects, where they are of a  
5 size and dimension so as to render them unusable on other  
6 projects. This position is confirmed in the Department's answer  
7 to Interrogatory No. 2.

8  
9 XV.

10 Ray's fabricated duct work for the five projects at issue,  
11 pursuant to an on-site detailer's design specifications. The  
12 Department presented testimony from Chester R. Spurgeon, Jr., a  
13 registered professional engineer who specializes in designing  
14 heating and ventilating systems for buildings, and Ken Peterson,  
15 the Business Manager of Sheet Metal Workers International  
16 Association Local Union No. 66. Both testified that in their  
17 experience, sheet metal duct work is fabricated to the  
18 particular design specifications of a project. Because of size  
19 and storing difficulties, and because it is difficult to  
20 ascertain when another piece of exactly the same dimensions will  
21 be used in another project, it is not economically feasible to  
22 use any of the duct work in any project other than the one for  
23 which it is fabricated. Consequently, Mr. Spurgeon and Mr.  
24 Peterson both testified that duct work is generally disposed of  
25 as scrap where not used on the project for which it is  
26 specifically fabricated.

1  
2           Additionally, the Department presented the testimony of  
3 Chuck Behrman, a former employee of Ray's, and detailer and shop  
4 fabricator for the five projects at issue. Mr. Behrman  
5 testified that a detailer draws the duct work to the exact  
6 specifications of a building, the drawing is then taken to a  
7 shop, and the duct work fabricated to correspond with the  
8 drawings. Generally, duct work is not interchangeable, and when  
9 unused, is thrown away in the job site dumpster or shop.

10           Finally, the Department presented the testimony of Gary  
11 Giffin and Christa Jaeger. As a fabricator, Mr. Giffin  
12 testified that each piece of duct work was coded specifically to  
13 the project for which it was designed, and sent immediately to  
14 its corresponding job site. The fabricated duct work remained  
15 in the shop no longer than one night. Christa Jaeger, the  
16 Department auditor, testified that she performed two on-site  
17 inspections and never saw any of the duct work produced for the  
18 projects held as stock or inventory.

19           Ray's presented the testimony of Raymond Pursey, and Thomas  
20 Burt, President of B & B Air Conditioning and Heating. Mr.  
21 Pursey testified that Ray's fabricated most of the duct work  
22 used on the five projects, and that the excess was stockpiled.  
23 He explained that stockpiling excess or unused duct work is  
24 typical industry practice, and that although Ray's presently  
25 stockpiles outdoors, it recently purchased a building so as to  
26

1  
2 store the duct work inside. Mr. Burt was hired by Ray's to  
3 review the shop drawings and blue prints from the five projects  
4 and categorize the duct work as standard or nonstandard. He  
5 determined that all duct work measuring out at two-inch  
6 increments, qualifies as standard. In using this two-inch  
7 criteria, Mr. Burt concluded that most of the duct work  
8 fabricated and installed in the five projects qualifies as  
9 standard, and is readily marketable to the general public. Mr.  
10 Burt did concede, however, that duct work is specifically  
11 designed to function within the parameters of a room or  
12 building.

13 Ray's also presented the testimony of Robert Rennie, a  
14 sheet metal journeyman employed by Ray's as a field foreman. As  
15 field foreman on the five projects, he was responsible for  
16 ninety-five percent of the detailing. Mr. Rennie testified that  
17 eighty percent of the ducts and fittings used on the five  
18 projects could be reused on other projects. Excess duct work  
19 was stockpiled at Ray's shop and segregated for future use. Mr.  
20 Rennie testified that this stockpile is reviewed every time a  
21 new project arises.

22 XVI.

23 On February 23, 1987, Cecil Whitlock contacted George May  
24 to inquire as to the type of benefits Ray's must pay its worker  
25 employed on the five projects at issue. He was informed that  
26

1  
2 Ray's must pay its workers the usual, customary benefits for the  
3 locality. Subsequently, Mr. May sent Mr. Whitlock wage reports  
4 that listed prevailing benefits requirements for sheet metal  
5 workers, and for refrigeration and air conditioning mechanics.  
6 The prevailing wage report for sheet metal workers listed the  
7 following benefits: Health and welfare, pension, SASMI, and  
8 training. Mr. Whitlock called the local sheet metal worker's  
9 union and was informed that "SASMI" represented "Stabilization  
10 of Sheet Metal Industry Trust Fund." Although confused by the  
11 term, as well as the definition supplied by the union, Mr.  
12 Whitlock did not seek additional information.

13 Mr. Whitlock testified that he first became aware of a  
14 benefit deficiency, three or four months after the projects'  
15 completion; thus, when the Affidavits of Wages Paid were filed,  
16 he was unaware that a deficiency existed. Because he failed to  
17 take into account amounts withheld from paychecks of employees  
18 borrowed from Narrows Heating, those employees were underpaid  
19 benefits. Additionally, Mr. Whitlock testified that Mr. Rennie  
20 was paid the appropriate amount of benefits in the form of lump  
21 sum monthly payments tendered directly to him. Mr. Rennie was  
22 not required to use these payments for his car expenses incurred  
23 in driving to and from the various worksites.

24 The Department presented the testimony of Christa Jaeger,  
25 the industrial relations agent who performed Ray's audit.  
26

1  
2 pursuant to the July 1988 complaint. Ms. Jaeger testified that  
3 some of the benefit categories represented by Ray's, such as,  
4 social security, workers' compensation, unemployment insurance  
5 and break time, do not constitute prevailing wage benefits.  
6 During her audit, Ms. Jaeger discovered that some of the  
7 benefits paid by Ray's were deducted from the paychecks of  
8 employees borrowed from Narrows Heating. Further, Ray's  
9 informed Ms. Jaeger that because Rick Smith and Rick Squance  
10 were borrowed from Narrows Heating, that their benefits were  
11 paid directly to Narrows. Finally, Ms. Jaeger testified that  
12 Ray's informed her that monthly cash payments to Robert Rennie  
13 qualify as fringe benefits.

14 Finally, George May testified that a nonunion contractor  
15 may pay benefits directly to its employees; however, a car  
16 allowance or cash in lieu thereof, is not creditable as a "usual  
17 benefit."

18 CONCLUSIONS OF LAW

19 I.

20 There is jurisdiction to conduct an administrative hearing  
21 in the above-entitled matter pursuant to RCW 39.12.050.

22 II.

23 Judge Williamson's decision to deny Ray's motion to dismiss  
24 the notices of violation on the basis that they were not filed  
25 by an interested party, is affirmed. RCW 39.12.065 specifies  
26

1  
2 that upon complaint by an interested party, the Department may  
3 initiate an investigation to determine compliance with  
4 prevailing wage law. RCW 39..12.010(4) defines an interested  
5 party as including an "employee or a contractor or  
6 subcontractor." The statute does not define what form the  
7 complaint must take.

8 In this case, the complaint form used is one generally used  
9 by the Department. Gary Giffin, an employee of Ray's, is listed  
10 in the worker's space on the form. Mr. Giffin testified that he  
11 remembers specifically, that in filing the complaint, he  
12 intended to initiate proceedings. Therefore, the record  
13 reflects that a proper interested party took part in initiating  
14 the complaint that generated this case. As correctly stated by  
15 Judge Williamson, "to find otherwise would promote form over  
16 substance."

17 III.

18 Judge Williamson's determination that none of Ray's  
19 employee's shop hours are subject to prevailing wage  
20 requirements is reversed.

21 WAC 296-127-020(3) states that "standard items for sale on  
22 the general market" are not subject to the requirements of  
23 Chapter 39.12 RCW. Judge Williamson, as well as Ray's and the  
24 Department, failed to articulate the appropriate test for  
25 determining which ducts and fittings fabricated and installed in  
26

1  
2 the five projects qualify as "standard." In formulating the  
3 correct test, it is important to consider the purpose of the  
4 prevailing wage laws. The purpose of the prevailing wage law is  
5 to avoid the use of cheap labor from distant areas on public  
6 works projects. Everett Concrete v. Labor and Industries, 109  
7 Wn.2d 819, 748 P.2d 1112 (1978). In Everett Concrete, the  
8 Supreme Court affirmed the Administrative Law Judges'  
9 determination that prevailing wage law applies to an employer  
10 who fabricates items specifically produced for a particular  
11 public works project. Id., at 831. In so ruling, the court  
12 relied heavily on a Washington Attorney General opinion, AGO  
13 1967 No. 15 ("AGO") which it accorded "considerable weight."  
14 Id., at 828.

15 The AGO opinion states in relevant part:

16 Where a prefabricated "item or member is produced  
17 specifically for a particular public works project (in  
18 the sense that it is designed and produced for the  
19 particular project by the contractor, a subcontractor,  
20 or other person responding to an order submitted by  
21 the contractor or subcontractor) it follows that any  
22 laborer, workman or mechanic employed in the  
23 production thereof is within the scope of the  
24 "prevailing rate of wage" requirement to the extent of  
25 his time and labor on the specific prefabrication job.  
26 However, we do not mean by this characterization of  
the law, to limit its application to work done in the  
production of prefabricated items which are only  
susceptible to use on, or as part of, a certain public  
works project. The fact that a certain "item or  
member," though designed and produced specially for a  
particular project, may also be of use on, or as part  
of, some other public or private project, would not  
necessarily excuse non-compliance with the law. The  
material consideration is that the item in question is



1  
2 designed and produced in response to an order directed  
3 to the producer for purposes of obtaining off-the-job-  
4 site prefabricating of a component part to be produced  
5 specially for use on, or as part of, a specific public  
6 works project. (Emphasis added).

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
AGO No. 15, p. 8.

Thus, the appropriate test for determining whether an item is standard or nonstandard, begins with an inquiry as to whether the item was designed and produced to measurement specifications provided by a contractor specifically for a public works project. WAC 296-127-020(3) provides a narrow exception for items ordered for a public works project, where, in the course of the manufacturer's business, those items are manufactured and inventoried for sale to the general public.

Ray's fabricated ducts and fittings for the five projects at issue, pursuant to specific orders and design specifications. The duct work was fabricated with reference to shop drawings produced by a detailer who went to the job site and checked the blueprints against the actual physical dimensions and shape of the space into which the duct work was installed. The duct work was not stored or inventoried, and was shipped and installed immediately upon fabrication. Further, Ray's did not introduce evidence that it fabricates duct work to sell to the general public. Ray's does not operate as a sheet metal parts supply house; rather, it fabricates parts in a size, gauge, and quantity to respond to the specifications of a particular order.

1  
2 Consequently, one-hundred percent (100%) of the labor component  
3 used to fabricate the duct work installed in the five projects  
4 is subject to prevailing wage.

5  
6 IV.

7 Judge Williamson's determination that payments to Narrows  
8 Heating on behalf of Rick Smith and Rick Squance satisfy Ray's  
9 obligation to pay "usual benefits," is reversed. RCW  
10 39.12.010(1) defines the prevailing rate of wage to include both  
11 hourly wages and "usual benefits" customary in the locality.  
12 RCW 39.12.010(3) defines "usual benefits" and provides that an  
13 employer can make such payments directly to its employees, or  
14 certain third parties. Only payments made to trustees, or  
15 pursuant to a fund, plan, or program, satisfy the usual benefit  
16 requirement of prevailing wage. Further, RCW 39.12.010(3)  
17 requires that payment of usual benefits be made pursuant to an  
18 "enforceable commitment communicated in writing" to the  
19 employee.

20 The payments to Narrows Heating do not satisfy the usual  
21 benefits requirement of prevailing wage. Ray's admits that it  
22 did not directly provide health and welfare benefits, or the  
23 cash equivalent thereof, to Mr. Squance and Mr. Smith. Rather,  
24 Ray's asserts payments to Narrows Heating were for the purpose  
25 of reimbursing Narrows for the employees' premiums. Although  
26 Ray's asserts that these installers were "borrowed" from Narrows

1  
2 Heating, the record does not provide an explanation of that term  
3 or of how the relationship between Ray's, Narrows and the two  
4 employees was structured. Ray's did not prove that Narrows  
5 qualifies as a trustee, fund administrator, or other agent of an  
6 employee benefit plan as mandated by RCW 39.12.010(3). Finally,  
7 Ray's introduced no evidence that either it or Narrows ever  
8 committed to Mr. Smith or Mr. Squance, in writing or otherwise,  
9 that Narrows was under an enforceable obligation to use these  
10 payments for their benefits.

11 V.

12 Judge Williamson's determination that monthly cash payments  
13 to Robert Rennie, satisfy the "usual benefits" requirement, is  
14 also reversed. First, RCW 39.12.010(3) limits usual benefits to  
15 those stemming from an enforceable written commitment. Second,  
16 although Cecil Whitlock testified that Mr. Rennie was not  
17 restricted as to how he used the money, a car was required for  
18 him to perform work at the various job sites. The record  
19 reflects that the Department does not credit a car allowance, as  
20 a usual benefit. The Department's surveys show that car  
21 allowances are not a benefit paid by Kitsap County employers to  
22 a majority of workers in the sheet metal industry.

23 VI.

24 Judge Williamson's determination that Ray's is not  
25 responsible for the payment of any civil penalties, on the basis  
26

1  
2 that no violations occurred, is reversed in part. The  
3 Department seeks to impose a \$500.00 penalty against Ray's on  
4 each of the five contracts for filing false Affidavits of Wages  
5 Paid. The Department also seeks to impose a \$500.00 penalty for  
6 failing to file a Statement of Intent to pay Prevailing Wage on  
7 the Western State Project, and for filing false Statements of  
8 Intent on the other four projects. RCW 39.12.050 states that:

9 "Any contractor or subcontractor who files a false  
10 Statement or fails to file any statement, or record  
11 required to be filed under this chapter shall after a  
12 determination to that effect has been issued by the  
13 director after hearing under Chapter 34.04 RCW,  
14 forfeit as a civil penalty the sum of \$500.00 for each  
false filing or failure to file .... The civil  
penalty under the subsection shall not apply to  
violations determined by the director to be an  
inadvertent filing or reporting error."

15 WAC 296-129-020(2) interprets this statute and states that an  
16 error qualifies as "inadvertent" if made notwithstanding the use  
17 of due care.

18 Judge Williamson's determination that Ray's failure to file  
19 a Statement of Intent to Pay Prevailing Wages on the Western  
20 State Project constitutes "inadvertence," is affirmed. Ray's  
21 filed Statements of Intent to Pay Prevailing Wages on June 3rd,  
22 7th, 17th, and 27th of 1988, on all projects except Western  
23 State. Mr. Whitlock testified that the bookkeeper who prepared  
24 the Statement of Intent was replaced by a new bookkeeper, and  
25 that in the personnel shuffle, the statement was mistakenly  
26 never filed. He also testified that Ray's was unaware of this

1  
2 inadvertence until Christa Jaeger's discovery during her audit.  
3 This, combined with the fact that Ray's exercised due care when  
4 it timely filed nine of the Statements, qualifies the failure to  
5 file the Western State Statement as inadvertent; thus, the  
6 \$500.00 penalty does not apply.

7       Additionally, no penalty is assessed against Ray's for its  
8 failure to pay its duct work fabricators the prevailing rate of  
9 wage, for their work on the five public projects. Ray's filed  
10 "Statements of Intent" and "Affidavits of Wages Paid" with a  
11 good faith belief that they need not pay prevailing wage for  
12 shop fabrication. This belief was based on statements by Mr.  
13 May to Mr. Whitlock, on Department policy sent by Mr. May to Mr.  
14 Whitlock, and by Michael Pellegrini's answer to Interrogatory  
15 No. 2. Clearly, Ray's exercised due care and cannot be  
16 penalized for the Department's failure to articulate the  
17 appropriate test for determining standard versus non-standard  
18 ducts and fittings.

19       The record reflects that Ray's conceded a benefit  
20 deficiency existed, and prior to hearing, tendered payment in  
21 the amount of \$15,248.64; thus, nine of the ten Statements of  
22 Intent and Affidavits of Wages Paid were false at the time the  
23 Notices of Violation were assessed. Unless the false filings do  
24 not qualify as errors occurring notwithstanding Ray's exercise  
25 of due care, Ray is responsible for a \$500.00 fine for each  
26

1  
2 violation. As to the Statements of Intent, the ALJ accepted  
3 Ray's position that the errors were inadvertent because Mr.  
4 Whitlock inquired of the Department prior to drawing his own  
5 conclusions as to which benefits applied. Mr. Whitlock spoke  
6 with George May who explained the Department's policy and  
7 provided various written materials on prevailing wage and  
8 benefits. Neither Mr. Whitlock, nor Mr. Pursey, consulted legal  
9 counsel despite Mr. Whitlock's testimony that he did not  
10 understand the materials Mr. May sent him. Pursuant to Mr.  
11 May's suggestion, Mr. Whitlock called the sheet metal workers  
12 union to obtain clarification of the usual benefit "SASMI." Mr.  
13 Whitlock admitted that he did not understand the union's  
14 response, and that he made no effort to inquire further.  
15 Additionally, payments to Narrows on behalf of Rick Smith and  
16 Rick Squance, and payments to Robert Rennie do not satisfy the  
17 requirements of RCW 39.12.010(3). These factors combined,  
18 demonstrate Ray's failure to exercise due care in ensuring  
19 compliance with prevailing wage law.

20 RCW 39.12.065(3) provides that where a contractor or  
21 subcontractor violates prevailing wage requirements, it is  
22 subject to a civil penalty of not less than one thousand dollars  
23 (\$1,000.00) or an amount equal to twenty percent (20%) of the  
24 total prevailing wage violation found on the contract, whichever  
25 is greater, and shall not be permitted to bid, or have a bid  
26

1  
2 considered on any public works project until such civil penalty  
3 has been paid in full. RCW 39.12.065(3) applies, therefore,  
4 portion of the statute to penalize Ray's as to the amount  
5 representing benefits owed. Prior to computation of this  
6 penalty, the Department must segregate the portion that  
7 represents wages due, as Ray's cannot be penalized for the  
8 Department's failure to articulate the appropriate test for  
9 standard items.

10 VII.

11 Judge Williamson's determination that debarment does not  
12 apply is affirmed. RCW 39.12.050(2) states in relevant part:

13 "If a contractor or subcontractor is found to have  
14 violated the provisions of subsection (1) of this  
15 section for a second time within a five year period,  
16 the contractor or subcontractor shall be subject to  
the sanctions prescribed in subsection (1) of this  
section, and shall not be allowed to bid on any public  
works contract for one year." (Emphasis provided).

17 Although the Department correctly argues that the language of  
18 this section is mandatory, the statute should not apply. All of  
19 the projects were undertaken at approximately the same time. In  
20 addition to the time frame involved, the issues and facts are  
21 identical. There is no identifiable first time offense to start  
22 the five year period running. Thus, there is no "second time"  
23 as contemplated by the statute to trigger debarment. All of  
24 these violations combined constitute the first offense. Upon  
25 the next violation, if any, debarment will occur.  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

DECISION

Ray's failed to pay the prevailing rate of wage to employees who worked as shop fabricators on the five public contracts at issue, and owes those employees \$31,357.79 in wages. Additionally, Ray's is responsible for a benefit deficiency in the sum of \$2,898.10, which represents the uncontested \$527.42 as well as the amount of benefits owed Rick Squance, Rick Smith and Robert Rennie. All deficiencies shall be paid in accordance with the determination of the Department of Labor and Industries.

Ray's is also responsible for the payment of civil penalties in the amount of \$8,129.34. This amount represents the sum of \$3,629.34 assessed as a 20% penalty for the benefit deficiency, and a \$500.00 penalty for each of the nine false filings.

DATED this 27<sup>th</sup> day of September, 1990.

Joseph A. Dear  
JOSEPH A. DEAR  
Director of the Department of  
Labor and Industries

JG:dme



RECEIVED

OCT 28 1991

ATTORNEY GENERAL'S DIVISION  
OLYMPIA, WASHINGTON

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KITSAP

RAY'S H.V.A.C.,  
Petitioner,  
v.  
DEPARTMENT OF LABOR AND  
INDUSTRIES OF THE STATE  
OF WASHINGTON,  
Respondent,  
and  
GARY L. GIFFEN, JR.,  
Respondent-Intervenor.

No. 90-2-02406-9

ORDER AND JUDGMENT

I. HEARING

1.1 Date. This matter came on for hearing on June 21, 1991 before the honorable Karen B. Conoley, Judge, and an oral decision was rendered on July 11, 1991.

1.2 Appearances. Leslie V. Johnson, Assistant Attorney General, for the respondent, Mary B. Killian, Attorney for the Petitioner, Ray's H.V.A.C., and Mark E. Brennan, Attorney for the Respondent-Intervenor, Gary L. Giffen, Jr..

ORDER AND JUDGMENT -1-

1           1.3 Purpose. The purpose of the hearing was to consider  
2 the petition of Ray's H.V.A.C. for a judicial review under the  
3 Washington Administrative Procedures Act, of the Findings of  
4 Fact, Conclusions of Law and Decision of the Director of the  
5 Department of Labor and Industries of the State of Washington,  
6 issued on September 24, 1990 with regard to Ray's H.V.A.C..  
7

8           1.4 Matters Considered by the Court. This was an  
9 administrative proceeding brought pursuant to Chapter 39.12 of  
10 the Revised Code of Washington, to determine whether the  
11 decision of the Director of the Department was correct,  
12 interpreting the requirement that a contractor pay the  
13 prevailing wage to its employees for work on a public project  
14 to apply to work done off the site of the public project,  
15 prefabricating sheet metal ducts and fittings for that project.  
16 The court also considered whether civil penalties for failure  
17 to pay prevailing wage should apply, and whether the Department  
18 should be estopped from asserting the prevailing wage against  
19 the contractor in this particular case.

20           The Court considered the Transcript of Proceedings of the  
21 Administrative Hearing held by the Department, written argument  
22 presented to the Department in connection with that hearing,  
23 the Proposed Findings of Fact, Conclusions of Law and Decision  
24 dated April 11, 1990, by T. Raworth Williamson, Jr.,  
25 Administrative Law Judge, and the Findings of Fact, Conclusions

26 ORDER AND JUDGMENT -2-

1 of Law and Order made by the Director and dated September 24,  
2 1990. The Court has also considered the argument of counsel,  
3 both oral and written.  
4

5 II. DECISION

6 The Court, having considered the administrative record and  
7 arguments and briefs of counsel, now finds and rules as  
8 follows:  
9

10 2.1 The Court finds that the Superior Court Rules for the  
11 State of Washington apply to this case, not the Rules of  
12 Appellate Procedure.  
13

14 2.2 The Court declines to rule on the issue of whether  
15 the "old" Washington Administrative Procedures Act (Chapter  
16 34.04 RCW) or the "new" Administrative Procedures Act (Chapter  
17 34.05 RCW) applies to this proceedings, as the standard of  
18 review necessary for determining this matter would be  
19 identical under either act.  
20

21 2.3 The Court affirms in full all Findings of Fact  
22 contained in the Director's September 24, 1990 decision, and  
23 adopts them in full in making its decision in this matter.  
24

25  
26 ORDER AND JUDGMENT -3-

1           2.4 The Court affirms and adopts Conclusions of Law I,  
2 II, III, IV, V, and VII as contained in the Director's  
3 September 24, 1990 decision, in full, including the Director's  
4 analysis of the applicability of the prevailing wage law to  
5 off-site production of sheet metal ducts and fittings for  
6 public projects, and the Director's Conclusions that benefit  
7 payments are owed to Rick Smith, Rick Squance, and to Robert  
8 Rennie.

9  
10           2.5 The Court finds that Ray's failure to pay prevailing  
11 wages to its employees performing off-site prefabrication of  
12 ducts and fittings for public works projects, and its failure  
13 to pay the proper prevailing benefits to its on-site installers  
14 was inadvertent. The Court reverses Conclusion of Law VI, to  
15 the extent that it requires Ray's to pay civil penalties under  
16 RCW 39.12.050 for false filing of Intents to Pay Prevailing  
17 Wage, or false Affidavits of Wages Paid.

18  
19           2.6 The Court finds that there is an insufficient factual  
20 basis to support a finding that estoppel should apply against  
21 the Department. The Department is not estopped from asserting  
22 a claim against Ray's for the payment of prevailing wages to  
23 its employees for off-site prefabrication of sheet metal ducts  
24 and fittings for public works projects.

25  
26 ORDER AND JUDGMENT -4-

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  

III. ORDER AND JUDGMENT

3.1 On the basis of the foregoing findings, it is hereby ordered that Conclusion of Law VI, of the September 24, 1990 decision of the Director is modified to read as follows:

VI.

Ray's is not responsible for the payment of civil penalties under RCW 39.12.050. That section of the RCW states that:

Any contractor or subcontractor who files a false Statement or false to file any statement, or record required to be filed under this chapter shall after a determination to that effect has been issued by the director after hearing under Chapter 34.04 RCW, forfeit as a civil penalty the sum of \$500.00 for each false filing or failure to file ... The civil penalty under the subsection shall not apply to violations determined by the director to be an inadvertent filing or reporting error.

Ray's failure to file a Statement of Intent to Pay Prevailing Wage on the Western State Hospital project is found to be "inadvertent", therefore penalties shall not apply for that failure to file.


Furthermore, Ray's failure to pay the prevailing wage benefits to its on-site workers, and failure to pay the prevailing wage to its off-site prefabricators is also found to have been "inadvertent". Penalties, therefore, shall not apply to Ray's for false filing of Statements of Intent to Pay Prevailing Wages on the Crown Hill, Olympic View,

ORDER AND JUDGMENT -5-

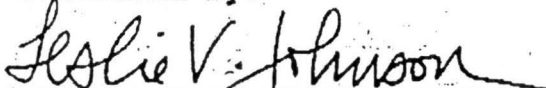
1 Evergreen/Bordeaux/Mountain View, and Jenni Wright projects, or  
2 for false Affidavits of Wages Paid on these projects, and the  
3 Western State Hospital project.

4 3.2 In all other respects, the September 24, 1990 order  
5 of the Director is affirmed.

6  
7 DATED this 14 day of Oct August, 1991.

8  
9  
10   
Karen B. Conoley, Judge

11 Presented by:

12 

13 LESLIE V. JOHNSON, WSBA No. 19245  
14 Assistant Attorney General  
Attorney for Respondent  
Department of Labor and Industries

15 Approved as to form, and notice  
16 of presentation waived:

17  
18 

19 MARK E. BRENNAN, WSBA No. 8389  
Webster, Mrak & Blumberg  
20 Attorney for Respondent-Intervenor  
Gary L. Giffen, Jr.

21  
22 

23 MARY B. KILLIAN, WSBA No. 11495  
24 Hiscock & Barclay  
Attorney for Petitioner  
25 Ray's H.V.A.C.

26 ORDER AND JUDGMENT -6-

# DAVIS GRIMM PAYNE & MARRA

Attorneys at Law  
701 FIFTH AVENUE, SUITE 4040  
SEATTLE, WA 98104  
(206) 447-0182 (Phone)  
(206) 622-9927 (Fax)  
www.dgpmilaw.com

JOHN M. PAYNE  
JOSEPH G. MARRA  
CHRISTOPHER L. HILGENFELD  
SELENA C. SMITH  
BRIAN P. LUNDGREN

ERIK M. LAIHO  
MARGARET M. DAVIS  
AMY C. PLENEFISCH (Of Counsel)  
WILLIAM T. GRIMM (Of Counsel)  
JOSEPH L. DAVIS (Retired)

October 10, 2017

**Sent Via Email and Fed-Ex Overnight**

Elizabeth Smith  
Assistant Director  
Department of Labor and Industries  
Fraud Prevention and Labor Standards  
PO Box 44278  
Olympia, WA 98504-4278  
7273 Linderson Way SW  
Tumwater, WA 98501-5414  
Elizabeth.Smith@Lni.wa.gov

RECEIVED

OCT 11 2017

Dept. of L&I

Dear Ms. Smith,

We represent Northshore Sheet Metal, Inc. ("Northshore") in its labor and employment matters. My client has forwarded Jim Christensen's September 11<sup>th</sup>, 2017 decision (referred to as "Christensen's Determination") not to modify David Soma's 2007 determination (referred to as "Soma's Determination"). Northshore requests your review and reversal of Christensen's Determination not to modify Soma's Determination pursuant to WAC 296-127-060(3) and/or application of Soma's Determination to Northshore.

On April 13, 2017 and thereafter, Northshore requested that L&I, through Barbie Lima-Gierbolini, Laura Herman, and Jim Christensen, determine that the Metal Fabricator's prevailing wage was applicable to precision metal fabrication work. On September 11, 2017, Christensen applied Soma's Determination to Northshore's precision metal fabrication work and therefore denied Northshore's request for "modification or other change." Accordingly, Northshore requests your review and reversal of Christensen's Determination pursuant to RCW 39.12.015 and WAC 296-127-060(3).

**Precision Metal Fabrication Work is Different than Sheet Metal Workers Prevailing Wage Work**

There are two relevant WACs that concern work involving sheet metal. One is in-shop "Metal Fabricators" work in WAC 296-127-01352. The Metal Fabricators WAC describes in-shop work on metal forming machines. The second applicable WAC is 296-127-01372, entitled "Sheet Metal Workers." The Sheet Metal Workers WAC describes field-related, on-site work and work concerning HVAC systems. Only the Metal Fabricators WAC applies to Northshore's in-shop precision metal fabrication work.

Northshore operates a highly-automated metal fabrication shop. Machine operation involves placing material on the machine and executing a program that has been created for the particular finished piece of metal. These machines and operations are described in the Metal Fabricators' WAC 296-127-01352. Please see Northshore's April 13, 2017 letter attached hereto as **Exhibit A** for further details concerning how the work performed at Northshore's metal fabrication shop is included in the Metal Fabricators' scope of work in WAC 296-127-01352. In short, WAC 296-127-01352, Metal Fabricators (in shop), clearly describes shop fabrication of "metal parts for buildings" and "ornamental metal products" using the specific types of machines Northshore uses. Metal Fabricators' WAC 296-127-01352 is the only WAC that specifically identifies the in-shop precision metal work conducted by Northshore.

In contrast, Northshore's precision metal fabrication work completed in a highly-automated shop does not fall within the scope of work for the Sheet Metal Workers' WAC 296-127-01372. Again, as previously provided in **Exhibit A**, the work listed in WAC 296-127-01372 concerns field-related, on-site sheet metal work and HVAC work. The scope of work described in Sheet Metal Workers WAC 296-127-01372 does **not** apply to in-shop precision metal fabrication work performed by Northshore. Sheet Metal Workers' WAC 296-127-01372 does not describe precision metal fabrication work.

### **Christensen's Determination Wrongfully Applied Soma's Determination**

To the extent L&I interprets Soma's Determination as applicable to Northshore's case, Soma's Determination must be modified and Christensen's Determination reversed. Initially, note that Soma's Determination contains the language, "*The answer below is based on the information you provided. References to the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC) are included. Again, this answer is based on your fact set. If the facts differ from those you provided, the answers may be different*". Northshore maintains that the facts in this case are different.

Based on the information provided in Christensen's Determination, Northshore is unaware of what particular "fact set" Soma's Determination was based on. Contrary to the unknown circumstances Soma was addressing, as described above, Northshore completes precision metal fabrication of parts for buildings. Metal fabrication on press brakes, bending machines, shears and punches, and operations like soldering, are specifically included in Metal Fabricators WAC 296-127-01352. These operations as described are used for light gage metal such as sheet metal. Therefore, the facts and circumstances addressed in Soma's Determination are not applicable to Northshore's highly-automated in-shop metal fabrication. In fact, Soma's Determination does not specifically address in-shop precision metal fabrication. Christensen wrongfully applied Soma's Determination to Northshore, and therefore, Soma's Determination must be modified and Christensen's Determination reversed.

### **The Ray's HVAC Case is Not Applicable to Northshore**

Christensen's Determination cites the unpublished *Dep't. of L&I v. Ray's HVAC* case (No. 90-2-02406-9, Kitsap County Superior Court, 1991) in support of L&I's determination that Northshore's precision metal fabrication work falls within the scope of sheet metal work. *Ray's*



*HVAC* is not applicable to Northshore. *Ray's HVAC* concerns sheet metal work related to the handling and assembly of ductwork. The handling and assembling of ductwork is specifically described in Section (1) of Sheet Metal Workers WAC 296-127-01372. The handling and assembly of ductwork is not applicable to the machine operation for fabrication of ornamental and other metal parts for buildings that are completed by Northshore. Moreover, just because some exterior sheet metal may prevent the intrusion of water does not reclassify the work from precision metal fabrication work to sheet metal work.

To reiterate, Northshore is a highly-automated metal fabrication shop. Machine operation involves placing the material on the machine and executing a program that has been created for it. In contrast to the work in *Ray's HVAC*, the metal fabrication work completed by Northshore does not involve using a compass and marking and snipping duct work parts. The particulars of the *Ray's HVAC* duct fabrication case do not apply to metal parts for buildings, formed on automated machines in a large factory such as Northshore's facility.

**Prevailing Wage Rates for Metal Fabrication vs. Sheet Metal Work Reflect the Differences in the Type of Work**

The Sheet Metal Workers' prevailing wage of \$78.17 is not the prevailing wage for precision metal fabrication work. Metal Fabricators work related to gage of metal is not defined nor delineated in the applicable WACs, nor in the industry. As provided above, there are differences between in-shop precision metal fabrication and sheet metal work at a construction site.<sup>1</sup> Therefore, precision metal fabrication must include precision metal fabrication for buildings based on the clear language of WAC 296-127-01352. The different prevailing wage rates and descriptions in WACs 296-127-01352 and 296-127-01372 reflect these differences. These differences are further evidenced by the fact that Sheet Metal Workers International Association, Local 66 has a separate Panel Fabrication Agreement that covers in-shop fabrication. The wage rates for this Agreement are significant lower than \$78.17 per hour. Moreover, the standard form union agreement allows architectural shop work at significantly less than this rate. \$78.17 does not represent the appropriate rate.

The Sheet Metal Workers' prevailing wage of \$78.17 per hour is not the correct wage for precision metal work. A worker paid \$78.17 per hour, forty-hours a week, fifty-two weeks a year earns over \$162,593 a year. Even the highly-paid, licensed building trades on construction jobs, such as Electricians and Plumbers, earn \$22,000 less per year ( $\$67.47 * 40 * 52 = \$140,337$ ). This is further evidence that \$78.17 is not the correct rate for precision metal fabrication. Even if there are some employers doing fabrication at that rate, especially that aren't making ductwork, that rate likely includes large payments towards the owner's group, SMACNA, as well as multiple industry funds and thousands of dollars in union dues.

L&I is being misled if it believes that \$78.17 is the prevailing rate for precision metal fabrication. Other **in-shop** fabrication prevailing wages for Snohomish County are as follows: Cabinet Maker prevailing wage is \$15.08, Sign Maker & Installer (Non-Electrical) prevailing wage is \$20.50, and Fabricated Precast Concrete Products prevailing wage is \$13.50. Christensen's

---

<sup>1</sup> In Christensen's Determination, he noted that L&I had rejected the wage information provided by the sheet metal union for metal fabrication when calculating the Metal Fabricators' rate. Common sense dictates that the reason why the Sheet Metal Workers Local 66 submitted this information is because Metal Fabricators, as described in WAC 296-127-01352 is the work sheet metal workers perform in-shop, when not completing ductwork.

Determination apparently provides that precision metal fabrication workers in-shop, who use many of the same machines as the above classifications, should make \$78.17 an hour, more than 4x the average of the other in-shop rates. The regulations deliberately separate in-shop work from on-site work: this is because of the significant differences, skills, and conditions workers operate under. Therefore, the pay rates are different.

**As Demonstrated in Industry Publications, the Appropriate Wage Rate for Precision Metal Work is More Akin to Other Metal Manufacturing Work**

Relevant industry publications demonstrate that a prevailing wage rate of \$78.17 is not the correct wage for in-shop precision metal work. Attached as **Exhibit B** is a survey from the Bureau of Labor Statistics. This survey demonstrates that the mean wages for this type of work in Washington are less than half of the \$78.17 wage. Attached as **Exhibit C** is an Aerospace Joint Apprenticeship Committee (“AJAC”) flyer. This flyer advertises the prospect of earning \$17.77 after completing a 2-year apprenticeship in precision metal fabrication. This work includes precise components of medical equipment and aerospace parts. Clearly, the Bureau of Labor Statistics and the AJAC do not contemplate that \$78.17 is the appropriate rate for precision metal work.


**Conclusion**

Mr. Christensen mentions that L&I “seek[s] to ensure that local wage standards are not eroded.” As demonstrated above, local wage standards are not in danger of being eroded in this case. Contrary to Christensen’s assertion that in-shop wages will be eroded if the Sheet Metal Workers prevailing wage is not applied to Northshore, a greater concern is that this precision metal fabrication work will be completed in other states. Northshore has a variety of architectural building parts in its catalogs that are fabricated for sale. These same parts are available for purchase from catalogs and websites of other companies outside Washington and outside the United States. If L&I continues to erroneously determine that precision metal work must be paid at \$78.17 per hour, Northshore anticipates that even more of this work will be completed in other states by these other companies.

In closing, Northshore requests L&I take another look at the facts and law and reverse Christensen’s Determination refusing to modify Soma’s Determination. Existing law correctly divides metal fabrication work between in-shop and on-site. In addition, please review Northshore’s April 13, 2017 letter (**Exhibit A**) for more specific detail about the appropriate machinery and how precision metal work is included in WAC 296-127-01352. Soma’s Determination does not apply to Northshore’s work. Christensen erroneously applied Soma’s Determination to Northshore’s work. Christensen’s denial of Northshore’s request to modify this determination must be reviewed and reversed.

Please forward all future correspondence and inquiries concerning this matter to the undersigned. Northshore also reserves all rights to amend or supplement this response and future responses based on review of additional information uncovered during this process.

Sincerely,



Christopher Hilgenfeld

Erik Laiho

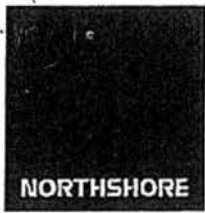
**Attorneys for Northshore Sheet  
Metal, Inc.**

Enclosures (Exhibits A-C)

cc. Brian Elbert, Northshore (via email)

Jim P. Christensen, Industrial Statistician/Program Manager, Department of Labor & Industries, Prevailing Wage, P.O. Box 44540, Olympia, WA 98504-4540, Jim.Christensen@Lni.wa.gov (via email)

# **Exhibit A**



April 13, 2017

Attn: Barbie Lima Gierbolini  
State of Washington  
Department of Labor and Industries  
729 100<sup>th</sup> St SE Everett, WA 98208-3727

Dear Ms. Gierbolini,

We received your inquiry regarding the Metal Fabricator scope of work for the PDZA Pacific Rim Aquarium project.

Per your request "A", below is the language from the contract that describes our exterior envelope work. This work includes ornamental metal parts (perforated aluminum screen, multiple fancy imported finishes on decorative shingles), other metal parts for buildings and other envelope components:

Specific Scope/Area

Furnish and install exterior envelope elements as shown in the contract documents, unless otherwise noted in the Exterior Envelope Matrix. This scope of work includes, but is not limited to:

- a. Air and water barriers
- b. Metal shingles (wall & roof)
- c. Perforated aluminum roof screen
- d. Metal panel siding/soffits
- e. Exterior insulation
- f. Fiber cement siding and soffits
- g. Sheet metal flashings, trims, & sealants within systems and to adjacent assemblies

This subcontractor is responsible to provide substrate suitable for caulking within their system, and to adjacent materials where sealants are required (i.e. stainless steel flashing). Adjacent material compatibility shall be identified through the shop drawing/coordination process.

This Subcontractor will take the lead in providing verification that caulking is compatible with all surfaces within the designated systems and with adjacent materials.

Furnish and install flashings and joint sealants that are integral to this scope and where they meet dissimilar surfaces.

Furnish and install cut outs, flashing, and joint sealants for penetrations required for other scopes as shown on contract documents and coordinated through the BIM process.

Furnish and install all anchors, clips and other fastening accessories for a complete installation of the exterior wall systems. Coordinate inspections of clips and anchors with testing agency as required.

Include all vent strips where indicated.

Include all lapping as required.

*ALTERNATE: Provide add alternate to furnish and install Exterior Veneer Tile.*

RECEIVED  
APR 17 2017  
DEPT OF L&I  
EVERETT

I have also attached the full contract per your request "B".

The response to your request "C", "*specifically describe the types of duties, tools and materials that will be used by your crew when you classify them under Metal Fabrication (in Shop)*" follows:

We are a highly-automated Metal Fabrication shop. Machine operation involves placing the material on the machine and executing a program that has been created for it. These machines and operations are exactly as described in the Metal Fabricators' scope. For reference, I have maintained the text of the classification in question and inserted the specific machine brands or other comments in italics and boldfaced.

### **Metal Fabricators. WAC 296-127-01352**

#### **Metal fabricators.**

For the purpose of the Washington state public works law, chapter 39.12 RCW, metal fabricators fabricate and assemble structural or ornamental metal products, such as frame work or shells for machinery, tanks, stacks, and metal parts for buildings and bridges.

*\* ornamental metal products and metal parts for buildings are our scope.*

The work includes, but is not limited to:

- Develop layout and plan sequences of operation.

*\*This desk work involves data entry.*

- Design and construct templates and fixtures.
- Locate and mark bending and cutting lines onto workpiece.

*\* This is done via machine through the above data entry.*

- Operate a variety of machines and equipment to fabricate metal products, such as brakes, saws rolls, shears, flame cutters, drill presses, bending machines, welding machines, and punch and forming presses.

*We use:*

*\*Finn Power brand press brakes*

*\*Davi brand rolls*

*\*Accushear brand shear*

*\*Salvagnini brand bending machine*

*\*Finn Power brand punch*

*\*Finn Power and RAS brand forming presses*

RECEIVED  
APR 17 2017  
DEPT OF L&I  
EVERETT



- Set up and operate machine tools associated with fabricating shops, such as radial drill presses, end mills and edge planers, to turn, drill and mill metal to specific dimensions.

*\*This drilling and milling occurs on Multicam brand CNC routers. The operator places the material on the machine and executes the program.*

- Weld, forge weld, braze, solder, rivet or bolt components together to assemble workpiece.

*We spot and Tig weld, solder and rivet in order to assemble workpieces.*

Our fabrication processes and machine operations are exactly as specifically described in Metal Fabricator’s scope.

This work is *not* described whatsoever in the Sheet Metal Worker’s scope. **Please note that neither the words *fabrication* nor *in shop*, nor any simile actually exists in WAC 296-127-01372.** All of the listed duties in WAC 296-127-01372 are HVAC or limited to field-related duties. For instance, points 1-3 and 5-6 in this WAC provision are exclusively HVAC related. Point 4 is limited to 3 field items. All the functions including points 4 and 7 listed are site functions and *do not identify fabrication*. Nowhere in that WAC is there any mention of the factory operation of press brakes, punches or the operation of any fabrication equipment of any kind.

**-WAC 296-127-01372**

**Sheet Metal Workers.**

For the purpose of the Washington state public works law, chapter 39.12 RCW, sheet metal workers perform the following work:

- (1) The handling, conditioning, assembling, installing, servicing, repairing, altering and dismantling of the duct work for the heating, ventilation and air conditioning systems regardless of the materials used and the setting and the servicing of all equipment and all supports and reinforcements in connection therewith.
- (2) The installation of expansion and discharge valves, air filters, and water filters in heating, ventilation and air conditioning systems.
- (3) The testing and balancing of air-handling equipment and duct work.
- (4) The handling, conditioning, assembling, installing, repairing and dismantling (except when a building is demolished) of cornices, gutters and down spouts.
- (5) The installation of metal siding and metal roof decking, regardless of the fastening method, or what it is fastened to.
- (6) The installation of furnaces and any and all sheet metal work in connection with or incidental to commercial kitchen equipment or refrigerating plants.
- (7) The handling, moving, hoisting and storing of all sheet metal materials on the job site and all the cleanup required in connection with sheet metal work.

RECEIVED  
3 APR 17 2017  
DEPT OF L&I  
EVERETT

**NORTHSHORE EXTERIORS, INC.**

For comparison, please review WAC 296-127-01352, the definition of Metal Fabricators, (in shop). In the defining paragraph, it lists both “ornamental metal products” and “metal parts for buildings”. All of this metal is, by definition, both “ornamental” and “metal parts for buildings”. I can provide you with further evidence of that point if necessary, but it is clear.

There is no limitation in WAC 296-127-01352, Metal Fabricators, of the gages of metal it covers. The machine fabrication and processes listed clearly apply to light gage metal fabrication, in shop. For instance, the operation of a “brake” is listed. The Wikipedia dictionary definition of a **brake** follows:

*“A **press brake** is a machine tool for bending sheet and plate material, most commonly sheet metal. It forms predetermined bends by clamping the workpiece between a matching punch and die.”*

By definition, a press **brake** is used to form sheet metal. Further examples follow.

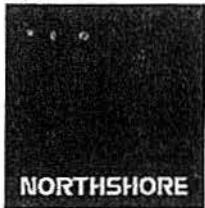
For example, soldering is listed as one of the operations covered in WAC 296-127-01352, Metal Fabricators. **Soldering** is an operation used exclusively for lighter gage metals. You cannot solder heavy metal. The inclusion of soldering along with welding indicates that the law was intended to be inclusive of lighter gage fabrication. Brazing is also listed, another light gage connection method.

Similarly, the listed operations of **riveting** and **punching** are methods of fabricating light gage metal, not fabricating heavy iron, especially when we are talking about in shop fabrication. Punches are machines exclusively used for light gage metal.

In summary, WAC 296-127-01352, Metal Fabricators, (in shop), clearly describes shop fabrication of “metal for buildings” and “ornamental metal products” using the specific types of machines used for the thicknesses of material in question. This is the only WAC that specifically identifies this work.

RECEIVED  
APR 17 2017  
DEPT OF L&I  
EVERETT





Every source available, including the Bureau of Labor Statistics, indicates that the metal fabricator (in shop) rate is the accurate prevailing rate for shop operation of this equipment. I have attached a variety of affidavits from competing fabricators using the same category for the same work to further demonstrate that this is the case. In fact, the Sheet Metal Workers' Union provides material handling contractors for the operation of a press brake and shear for architectural products at a 55% pay reduction, which further supports my position. If you would like a copy of this contract, I would be happy to provide one.

Thank you for your consideration in this matter. Should you have any further questions, I would be happy to discuss it or respond in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Elbert", with a long horizontal flourish extending to the right.

Brian Elbert  
President


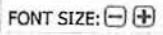



RECEIVED  
APR 17 2017  
5 DEPT OF L&I  
EVERETT

**NORTHSHORE EXTERIORS, INC.**

11831 BEVERLY PARK RD. • BUILDING C • EVERETT, WA 98204 • PHONE: 425.740.3700 • FAX: 425.740.3701  
[www.northshoreext.com](http://www.northshoreext.com)

## **Exhibit B**

# Occupational Employment Statistics Query System

OES  FONT SIZE:   
 SHARE ON:   

## Occupational Employment Statistics

[\(For more information or help \(/help/def/oes.htm\)\)](#)

### Multiple occupations for one geographical area

[Back to Inputs \(\)](#)

**Area: Washington**  
**Period: May 2016**

Occupation (SOC code)	Hourly mean wage (.)
Sheet Metal Workers(472211)	30.07
Assemblers and Fabricators, All Other(512099)	15.33
Computer-Controlled Machine Tool Operators, Metal and Plastic(514011)	29.22
Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic(514031)	20.05
Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic(514032)	17.30
Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic(514035)	25.46
Welders, Cutters, Solderers, and Brazers(514121)	23.16
Metal Workers and Plastic Workers, All Other(514199)	20.31
Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders(519041)	18.01
Footnotes:	
SOC code: Standard Occupational Classification code -- see <a href="http://www.bls.gov/soc/home.htm">http://www.bls.gov/soc/home.htm</a>	
Data extracted on October 04, 2017	

**TOOLS**

- [Areas at a Glance \(/eag/\)](#)
- [Industries at a Glance \(/iag/\)](#)
- [Economic Releases \(/bls/newsrels.htm\)](#)
- [Databases & Tables \(/data/\)](#)
- [Maps \(/map/MapToolServlet?survey=1a\)](#)

**CALCULATORS**

- [Inflation \(/data/inflation\\_calculator.htm\)](#)
- [Injury And Illness \(/iirc/\)](#)

**HELP**

- [Help & Tutorials \(/help/\)](#)
- [FAQs \(/bls/faqs.htm\)](#)
- [Glossary \(/bls/glossary.htm\)](#)
- [About BLS \(/bls/infhome.htm\)](#)
- [Contact Us \(/bls/contact.htm\)](#)

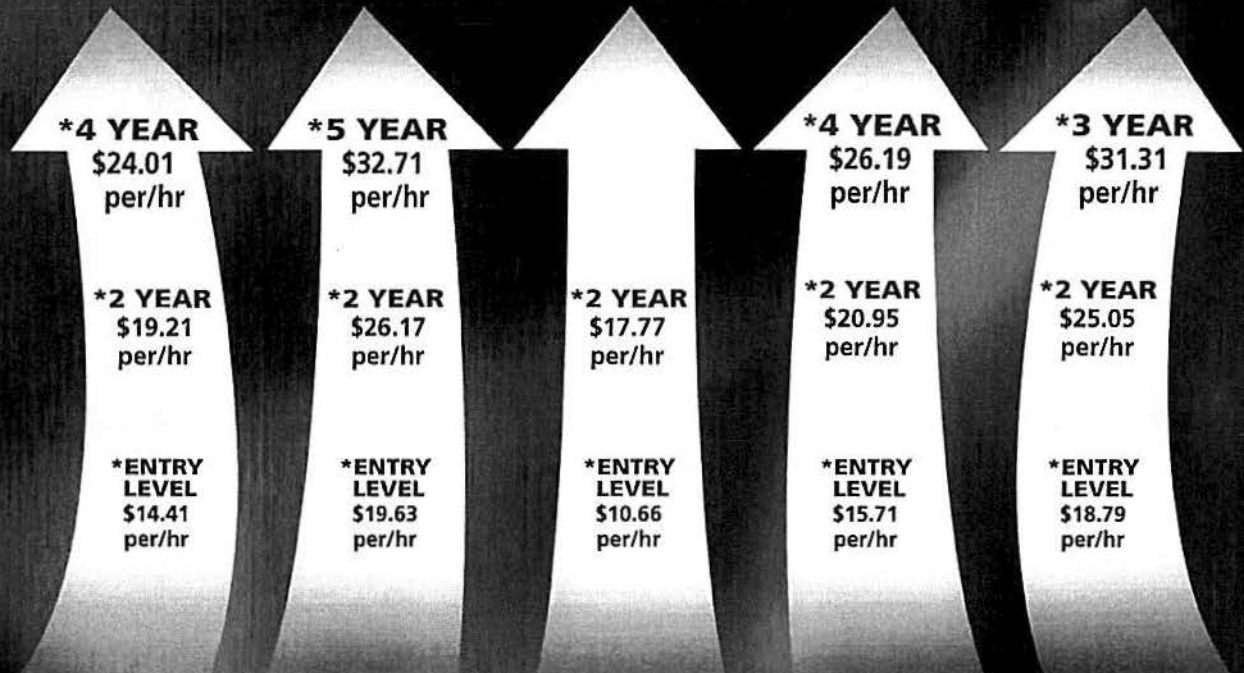
**INFO**

- [What's New \(/newsroom/\)](#)
- [Careers @ BLS \(/jobs/\)](#)
- [Find It! DOL \(http://www.dol.gov/dol/findit.htm\)](http://www.dol.gov/dol/findit.htm)
- [Join our Mailing Lists \(https://subscriptions.bls.gov/accounts/USDOLBLS/subscriber/new\)](https://subscriptions.bls.gov/accounts/USDOLBLS/subscriber/new)
- [Linking & Copyright Info \(/bls/linksite.htm\)](#)

**RESOURCES**

# **Exhibit C**

# Opportunities in Aerospace and Manufacturing



## Machinist

A machinist uses high-tech cutting machines to shape metal, plastics, ceramics, composites and even wood into parts used in every thing from a desk to a car engine to the wings of an airplane.



## Tool & Die Maker

Tool & Die Makers are highly skilled machinists who design, make, and repair cutting tools, dies and molds using CNC machines and CAD/CAM software – from furniture to cell phones and aircraft parts.



## Precision Metal Fabricator

A precision metal fabricator cuts, bends, forms and assembles precise metal parts and like piecing together a puzzle, creates components of medical equipment, aerospace parts and automobile products.



## Industrial Maintenance Mechanic

Industrial Maintenance Mechanics install, maintain, and repair machinery in commercial and industrial buildings.



## Aircraft Mechanic

An aircraft mechanic ensures the quality and safety of the plane, from nose to the tail. They maintain the overall operation of the aircraft by performing scheduled maintenance checks, diagnosing problems and repairing or rebuilding components.

\*Source: Washington State Employment Security Department 2014 Occupational Employment and Wage Estimates. Pay varies by employer and location. Wage progression based on Labor and Industries Standards of Apprenticeship.



Launch your career in aerospace and manufacturing today at:

[www.ajactraining.org/getting-started](http://www.ajactraining.org/getting-started)

or [info@ajactraining.org](mailto:info@ajactraining.org)



Aerospace Joint Apprenticeship Committee  
PLOT THE COURSE TO YOUR FUTURE