

**PREVAILING WAGE PROGRAM – (360) 902-5335  
SPECIALTY COMPLIANCE SERVICES DIVISION  
PO BOX 44540, OLYMPIA, WA 98504-4540**

May 30, 2006

Mr. Thomas S. Dooley, President  
Principled Solutions  
4229 Park Drive Southwest  
Olympia, Washington 98512

Re: ReNu Recycling Service Drop Box Drivers

Dear Mr. Dooley:

This letter is in response to your February 28, 2006 request for a determination and subsequent revision on March 15, 2006 relating to whether ReNu truck drivers dropping off and removing containers filled with construction debris from public work construction sites are performing public work subject to the Prevailing Wage on Public Works Act (chapter 39.12 RCW) when drivers are not employed by the general contractor or its sub-contractors, only deliver and remove debris containers resulting from new construction or improvements relating to a remodel once the demolition, selective demolition or strip and gut portion is complete, do no other work on the site, and deliver and remove debris containers from a variety of public and private sites throughout the day.

This determination in no way relates to driver activities pertaining to any “drop boxes” that collect demolition or land clearing debris resulting from the demolition of a structure, a strip and gut action, a selective demolition process, a land clearing operation or excavation.

In making this determination I reviewed the Prevailing Wage Laws (RCW 39.04, RCW 39.12, and WAC 296-127). I also reviewed the materials that you provided and relevant court decisions relating to delivery and removal of materials from construction sites.

Based on my review of this information, it is my determination that the work in question, as described, is not subject to prevailing wages. This determination must be narrowly construed to the specific facts presented here. In the very narrow circumstance presented, ReNu drivers merely deliver an empty container, leave, and return when called and told the container is full; they do no other work on the site. The drop off and pick up is of new construction debris only. Neither ReNu nor its parent company is a construction contractor or sub-contractor performing other work on the sites in question. ReNu drivers deliver and remove containers from both public and private sites, and do not spend a substantial portion of their day delivering and removing containers from public work sites. “Timing” is not critical to ReNu’s work on the public works project; the

containers can be removed at a time convenient to ReNu and its drivers. ReNu does not conduct its business through site-specific contracts. The “drop boxes” are only distributed at a customer’s request. Here, this activity is considered a service and the drivers would not be covered by RCW 39.12.

Whether or not the driver is performing public work depends on several factors. Drivers are entitled to prevailing wages when they are employed by a contractor or sub-contractor performing other work on the site, they remove containers that do not result from new construction debris, they perform work on the public work site in addition to removing the debris, or they remove the debris at a particular time to accommodate other work on the site. Under the facts you’ve presented, the construction workers/contractors performing the contracted work are not dependent upon the removal of the drop boxes in performance of their contracted work. According to your letter, on behalf of ReNu Recycling, the work performed by ReNu drivers does not meet any of the above factors. The determination that the ReNu drivers are not subject to the Prevailing Wage Act is limited to the specific facts presented. Given different facts, I may reach a different conclusion.

The Department appreciates all of the information provided as well as the time and effort invested by everyone involved.

I hope this serves to address your request. If you have additional questions or need further clarification, please contact my office at (360) 902-5330.

David J. Soma  
Industrial Statistician  
Prevailing Wage Program Manager  
Department of Labor and Industries

Cc’s Nuprecon  
Attorney Marty Garfinkel  
Patrick Woods