

## Living Wage Ordinance Components

A living wage ordinance (LWO) sets base wage rates for County contractors. This matrix compares existing LWOs across California counties.

Date of LWO Adoption					
<u>Los Angeles Co.</u>	<u>Marin Co.</u>	<u>San Francisco City/Co.</u>	<u>Santa Cruz Co.</u>	<u>Ventura Co.</u>	<u>Santa Clara Co.</u>
October, 1999	2002	October, 2000	July, 2014	May, 2006	August, 2015

Requirements				
	Contract Applicability	Wage Rate	Covered Employee	Benefits to Covered Employee
<u>Los Angeles Co.</u>	Service contracts and cafeteria contracts	\$9.64/hour with health benefits; \$11.84/hour without health benefits	Full-time contract employees; part-time only if contractor demonstrates necessity based on staffing efficiency or the County requirements of an individual job	Health coverage is optional. For contractors to qualify for lower hourly rate, they must contribute a minimum of \$2.20/hour toward healthcare benefits
<u>Marin Co.</u>	Contractors or subcontractors ≥ \$25,000 in cumulative annual business with the County	\$11.70/hour with health benefits; \$13.35/hour without health benefits	Full and part-time employees; employees directly involved in providing the contracted service	Health coverage is optional—see wage rate for difference
<u>San Francisco City/Co.</u>	Contractors and subcontractors providing services to the County pursuant to a service contract	\$13.34/hour for For-Profit contractors; \$12.25/hour for Nonprofit contractors	Full-time, part-time, and temporary employees; minimum 4 hours/week on County funded contract within the boundaries of the city	Paid leave; minimum 12 compensation days off per year for sick leave, vacation, personal necessity; unpaid leave is 10 days per year

San Mateo County  
Study Session: Living Wage Ordinance  
December 15, 2015  
Attachment A

## Requirements

<u><b>Santa Cruz Co.</b></u>	Contractors or subcontractors >\$15,000 cumulatively in one fiscal year	\$15.39/hour with health benefits; \$16.78/hour without health benefits	Any employee of a covered contractor or subcontractor who is assigned to work on a County contract; can be full and part-time, temporary, or seasonal	12 days compensated sick and vacation leave (combined) annually for full-time employees, prorated for part-time; payment of at least \$1/hour toward health insurance for the employee
<u><b>Ventura Co.</b></u>	Contractors or subcontractors ≥ \$25,000 in a 12-month time period	\$10.50/hour with health benefits; \$12.50/hour without health benefits	Minimum 4 hours/week on County funded contract; does not include: student age 21, anyone earning academic credits regardless of age, volunteers	Paid leave; minimum 12 compensated days off per year (includes paid holidays)
<u><b>Santa Clara Co.</b></u>	Contractors or subcontractors that provide direct services as part of a County Service Contract	\$19.06/hour; \$2.00/hour credit to employers who contribute at least \$2.00/hour to affordable individual health coverage; \$2.00/hour credit to employers who contribute at least \$2.00/hour to retirement plan	Permanently or temporarily employed by a contractor or subcontractor performing at least five hours of direct services per week on contract; does not include volunteers, student trainee or intern, services to earn academic credit, employed by the County or is covered by a collective bargaining unit, disabled and covered by a current sub-minimum wage certificate issued to the Contractor or Subcontractor by the US Department of Labor or would be covered by such a certificate but for the fact that the Contractor is paying a wage equal to or higher than the minimum wage, provides services as an independent contractor as defined by the IRS	At least one hour of sick leave per 20 hours worked, or up to 12 days a year; up to five paid days off for jury duty

## LWO Exemptions - Exempted contractors, contracts, and services

<u><b>Los Angeles Co.</b></u>	Collective bargaining agreement superseding LWO; non-profits; contracts < \$25,000/12 month period; small businesses
<u><b>Marin Co.</b></u>	Other government entities; in-patient facilities; apprentices/trainees may be paid 75% of wage required by ordinance, but employer must retain employee for one year
<u><b>San Francisco City/Co.</b></u>	Purchase or lease of goods or for guarantees, warranties, shipping or delivery; in-home support service workers; agency may grant exemption in unusual circumstances (sole source); necessary to provide emergency services; no qualified bidders; nonprofits may seek waiver; any requirements may be waved in a collective bargaining agreement
<u><b>Santa Cruz Co.</b></u>	Contractors with fewer than five employees; BoS may grant an exemption based on economic hardship or if exemption in best interest of the County (requires written statement from employer supporting the request and describing alternative solutions pursued)
<u><b>Ventura Co.</b></u>	Small employers; collective bargaining; in-home support service workers (IHSS); board and care services; printing/copying services
<u><b>Santa Clara Co.</b></u>	Contracts for goods and products; Community-based nonprofits; revenue contracts; contracts with other governmental entities; contracts with employers whose employees performing the direct service are subject to the terms of a collective bargaining agreement; contracts under \$100,000; contracts with IHSS workers; contracts for "public works"; contracts for which the law prohibits such limitations

## LWO Contract Enforcement and Sanctions

<u><b>Los Angeles Co.</b></u>	Withhold payment; assess liquidated damages from any payments otherwise due to the contractor based on the per diem amounts described in contract; terminate contract; debar contractor from future County contracts for a period of time TBD
<u><b>Marin Co.</b></u>	Debarment from future County agreements up to three years; pay back underpaid employees; admin fee of up to \$2,500; any other remedy that may be available to the County
<u><b>San Francisco City/Co.</b></u>	Suspend or terminate contract; require reinstatement; barred from future County contracts for three years; contractor liable to City for liquidated damages
<u><b>Santa Cruz Co.</b></u>	*Not specified in ordinance
<u><b>Ventura Co.</b></u>	Withholding of payments; contract suspension/termination; contractor required to pay employees underpaid amounts; barred from County business for up to three years; any combination of these
<u><b>Santa Clara Co.</b></u>	Suspend, modify, or terminate the Service Contract; require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County; wave all or part of the Living Wage Ordinance Division

## Certification

<u>Los Angeles Co.</u>	*Not specified in ordinance
<u>Marin Co.</u>	Maintain documentation to certify compensation; certification of full compliance with the LWO provision; provide written notice to each covered employee of the LWO
<u>San Francisco City/Co.</u>	*Not specified in ordinance
<u>Santa Cruz Co.</u>	Contractor is required to certify that it is in compliance with the ordinance prior to commencement or execution of contract
<u>Ventura Co.</u>	*Not specified in ordinance
<u>Santa Clara Co.</u>	Each contractor shall certify current, and warrant future, compliance with the Living Wage Policy

## Employee Considerations and Safeguards

<u>Los Angeles Co.</u>	Contractors are required to notify employees annually; contractor must display posters; provides for the retention of employees if contract is terminated early
<u>Marin Co.</u>	Employees may file a grievance with the County administrator's office within 90 days of alleged violation; employer retaliation prohibited;
<u>San Francisco City/Co.</u>	Retaliation prohibited for employees complaining; contractors are required to provide written notice of the living wage ordinance
<u>Santa Cruz Co.</u>	(Sub)Contractors cannot retaliate for employee complaint; CAO is Compliance Officer; formal complaint process exists
<u>Ventura Co.</u>	*Not specified in ordinance
<u>Santa Clara Co.</u>	Enforcement is done on a complaint basis, after the County receives compelling evidence of a violation.

## Administering and Monitoring

<u>Los Angeles Co.</u>	County Departments monitor contracts; contractors provide requested documents and access to authorized County staff
<u>Marin Co.</u>	Administration shared between awarding authorities, County purchasing agent, County Admin office; County Admin able to conduct investigation on whether (sub)contractor complies with terms of chapter; must include relevant LWO in bids, RFPs, etc.; awarding authorities annually submit information to County purchasing agent re: status of service contracts within its purview
<u>San Francisco City/Co.</u>	LWO administered and monitored by the Office of Labor Standards and Enforcement; contractors must provide required documents to staff within five days; agency has right to conduct investigation including the right to audit the books of a contractor; agency establishes procedures for monitoring, receiving and investigating complaints and determining whether a breach has occurred
<u>Santa Cruz Co.</u>	Part of certification must include statement of any findings of violation within past five years and how they were addressed; County is authorized to access/review employer's records regarding turnover, wages paid, benefits, grievances, and references
<u>Ventura Co.</u>	LWO is administered and monitored by the County Executive Office; procurement is charged with ensuring that the centralized contracts meet the LWO requirements
<u>Santa Clara Co.</u>	*Not specified