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2,000 workers

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NORTHERN CALIFORNIA PAINTERS MASTER AGREEMENT

BETWEEN

DISTRICT COUNCIL 16

AND

NORTHERN CALIFORNIA PAINTING AND FINISHING CONTRACTORS/FCA AFFILIATE

July 1, 2003 - June 30, 2006

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ARTICLE 1 DURATION

Section 1. This Agreement is made and entered into this first day of July, 2003, between the Northern California Painting and Finishing Contractors/FCA Affiliate, and their Chapters and/or their Successors, thereof, and/or Individual Employers who are signatory or may become signatory to this Agreement, and are actively engaged in the Painting and Decorating Industry, hereinafter referred to as the "employer" and District Council 16. This Agreement shall continue until June 30, 2006. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., July 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in Hours, Wages or Working conditions.

During the month of January of the year of expiration of this Agreement, any party signatory hereto may give written notice, by certified mail to District Council 16, and the Employers, that said party wishes to withdraw from this Agreement. Should such notice be given, such party shall no longer be bound to this Agreement as of July 1st. The Agreement shall continue as to all parties giving no such notice. Further, said notice of withdrawal eliminates said party from participation in any negotiations regarding this Agreement. The first official joint meeting of the negotiators shall be held the first Thursday after February 1st. The notice herein provided for is the sole means by which a party may withdraw from or cancel this Agreement.

Section 2. AGREEMENT MODIFICATIONS - The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of the Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure work opportunities of the employees and the competitive position of the individual employers, specifically addressing the Housing Industry. Housing Rates will be part of the Housing Addendum. The Union will notify the Northern California Painting & Finishing Contractors/FCA Affiliate of the Housing Addendum Negotiations and provide the Northern California Painting & Finishing Contractors/FCA Affiliate with final Addendum language.

ARTICLE 2 LABOR MANAGEMENT COOPERATION COMMITTEE

The parties agree to mutually support the formation of a Labor Management Cooperation Committee to improve labor relations, safety, worker qualifications, and to prevent disputes. In addition, the parties agree to provide a mechanism for the joint approval of official wage charts and this Agreement. The Union will provide the current list of signatory contractors to the Northern California Painting and Finishing Contractors/FCA Affiliate, upon request and whenever there is an addition.

The parties shall cooperate in expediting the administrative actions necessary to dissolve the Painters and Decorators Joint Committee Inc. of San Francisco, Marin, Sonoma, Lake & Mendocino Counties (also known as the Joint Committee) and to legally wind down the affairs of the Painters and Decorators Joint Committee Inc. of San Francisco, Marin, Sonoma, Lake & Mendocino Counties. All proceeds from the dissolution of the Painters and Decorators Joint Committee Inc. of San Francisco, Marin, Sonoma, Lake & Mendocino Counties and all of its associated Funds shall be transferred to the Bay Area Painters and Tapers Apprenticeship Training Trust Fund.

ARTICLE 3 RECOGNITION

Section 1. The Employer, Northern California Painting and Finishing Contractors/FCA Affiliate and their successor and/or individual contractors signatory to this Agreement, recognizes, acknowledges, and agrees that District Council 16 is, within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining, of all employer's employees wherever such employees may be employed, in the following classifications of work as listed in Article 4 "Scope of Work".

ARTICLE 4 SCOPE OF WORK COVERED BY THIS AGREEMENT

The terms and conditions of this Agreement shall apply to all "covered work". Covered work shall be and mean the following materials and application methods: paints, pigments, oils, turpentine, Japan Dryers, thinners, varnishes, lacquers, shellac, stains, fillers, waxes, cement, joint cement, water and other vehicles; mediums that may be mixed and applied to the surfaces of materials and buildings, edifices, structures, monuments and the appurtenances thereto, of every type and description in their natural state of condition, or constructed or fabricated of any material or materials whatsoever and provided; work or services pertaining to: The application of texture, acoustic, plaster and stucco materials of all types and thickness on all surfaces.

Work or services pertaining to the painting, of all drywall and thin wall type surfaces, flushing or concrete surfaces, caulking between sheet rock walls and/or ceilings and floors of other materials.

Work or services pertaining to the application of wallpapers, wall fabrics and all types of coverings or coatings whether decorative or protective and all preparations necessary before said application.

Work or services pertaining to the application of tar products or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethanes, etc., or any new products of this nature.

Work or services pertaining to the applications of bond breaker, water repellent and/or waterproofing materials of all types.

Work or services pertaining to the finishing and surface preparation on all hardwood or softwood floors and furniture at job sites.

Work or services pertaining to the priming and finish coats on fabricated metal or steel products.

Work or services pertaining to the application of all fire retardant and/or insulation materials used on structural items or as architectural finishes.

Work or services pertaining to the cleaning, polishing and refinishing of metal and masonry surfaces.
Work or services pertaining to "steeplejack work."

Work or services pertaining to surface preparation and decoration of all types: including sandblasting, steam cleaning, building washing and all the methods used in the removal of previously painted surfaces; including caulking, tuck pointing, spackling and wood dough work.

Work or services pertaining to the application of hypolan, neoprene, and all similar products. Work or services pertaining to lead removal and encapsulation.

Work or services pertaining to painting of lines, arrows, bumpers, curbs, etc. On parking lots, airfields, highways, game courts (both indoor and outdoor) and other such surfaces; installation and maintenance thereof, including lines of metal, plastic or composition materials used instead of paint.

All products and methods of application which have or may be awarded to the Painters International through jurisdictional procedures.

The operation of all tools and equipment used by painting contractors and journeyman painters, including paperhangers, sandblasters and all other facets as outlined in the utilizers as listed above, the above includes the control of all compressors, boom trucks and other specialty equipment, it is the clear intent that all equipment and tools of the trade are under the custody and control of the contractor and/or the employer.

ARTICLE 5 TERRITORIAL JURISDICTION OF AGREEMENT & OUT OF AREA WORK

Section 1. The territorial jurisdiction covered by this Agreement shall comprise the counties of:

Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma.

Section 2. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

This rule requiring the payment of the higher rate to employees brought from within the geographical jurisdiction of this Agreement to an area outside the jurisdiction of the Agreement shall not apply with respect to the subsistence allowance provided by this Agreement. As to the subsistence allowance, whichever rate is found in the outside area Agreement, whether higher or lower than the rate provided in this Agreement, the rate payable in this Agreement shall be the rate payable for subsistence in the outside area.

Section 3. OUT-OF-AREA WORK - When engaged in work outside the geographical jurisdiction of this Agreement, the said contractors agree, subject to their rights to reject any applicant for cause, that not less than 50% of the men employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area, and further provided that these men are qualified to meet the job requirements.

Employers from outside the jurisdictional area of this Agreement shall employ not less than 50% of the workers from the Local Union having the work and area jurisdiction of the job site. All jobs must maintain at least 50% - 50% ratio.

OUT-OF-AREA EMPLOYEES - When an employer outside the jurisdictional area of this Agreement brings steady employees from outside the area, the employees shall not go to work until they have a referral slip from the Local Union where the work is being performed.

Section 4. The signatory Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement through the use or device of another business or corporation which such Employer controls or through the use or device of a joint venture with another Employer or contractor in any outside area without first consulting with the IUPAT for the purpose of establishing to the IUPAT's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of such Employer, and if the IUPAT is not so satisfied, the Union party has the option of canceling the Agreement.

ARTICLE 6 UNION SECURITY

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter, who perform covered work as defined under Article 4 "Scope of Work", shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is the latter.

ARTICLE 7 HIRING PRACTICES

There shall be no discrimination in hiring and/or promotion and/or any other aspects of employment because of race, creed, color, sex, national origin or age.

Section 1. REFERRAL - The Employer shall call the Local Union where the job is located when any additional manpower is needed, and the Union agrees to refer employees to the Employer within forty-eight (48) hours, if available. Upon receipt of such notice, the Union shall use it's best efforts to furnish the required number of qualified and competent workers.

- (a) **REQUESTS** - Notwithstanding the above, a Painter who is in good standing with the Union may seek his own job and the Employer may have referred to it any applicant (who is registered on the Unions out-of-work list) by submitting a request by name to the Union.
- (b) **REQUIREMENTS** - The Employer shall require each new employee to present a written referral from the Union or shall call the Union office to request a written referral prior to putting the new employee to work.
- (c) **RECLASSIFICATION** - When the Union, employee and Employer agree to reclassify an employee the Employer shall require the employee to present a written referral from the Union or shall call the Union office to request a written referral prior to putting the employee to work at the new classification.
- (d) **VIOLATION** - In the event the employer fails to comply with the hiring practices the Union may utilize the grievance procedures set forth in this Agreement, and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.
- (e) **FREE FLOW OF MANPOWER** - There shall be a free flow of manpower within the jurisdiction of District Council 16. New hires shall come from the local having jurisdiction over the area of where the work is being performed.

Section 2. SHOP PERSON - One (1) shop person per minimum of eight (8) person shop. Shop person shall be utilized to maintain equipment, trucks, etc.; clean-up shop, yard, pick up supplies from the supplier and deliver to the shop. Shall perform no painting work or perform work covered by the "Scope of Work" in this Agreement.

Section 3. SEVEN DAY CLAUSE - Any workers employed by employers for a period of thirty (30) working days continuously or accumulatively within the unit covered by this Agreement, and any workers working for any one employer on or after the thirtieth (30th) day following the date of his/her employment or the effective date of this Agreement, whichever is later, shall as a condition of employment become members of the Union by tendering the full and uniform fees in effect, and all workers accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular dues. In the event that a worker fails to tender the required fees or dues in accordance with this section, the Union shall notify the Employer in writing, and the Employer shall discharge the worker within forty-eight (48) hours (Saturday, Sunday and holidays excepted). Notwithstanding anything to the contrary in this Article it is agreed that the thirty (30) day period referred to in this section shall be reduced to seven (7) days for all employees of an employer engaged primarily in the Building and Construction industry, so that such employees will be required as a condition of employment to become members of the Union after the seventh (7th) day following the beginning of such employment or the effective date of this agreement whichever is later, and all such employees accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment.

**ARTICLE 8
APPRENTICE TRAINING & JOURNEYMAN UPGRADING**

Section 1. The Apprentice Program shall be governed by all rules and regulations of the Apprentice program in District Council 16's greater area. The Painting & Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc., or its successor, shall have the sole authority to administer the Apprenticeship Program. Members of this Committee shall be selected by their respective groups in accordance with their By-laws. It shall be the duty of this Committee to establish rules, regulations, guidelines and penalties in order to govern, maintain control and decide all pertinent complaints regarding apprenticeship in the painting industry. The Committee shall maintain a four (4) year program. Any dispute arising between a contractor and an apprentice regarding action taken by the Committee shall be reviewed solely by the Painting & Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc., or its successor, before appealing to the Division of Apprenticeship Standards, State of California.

- (a) An employer of five (5) or more Journeypersons is to employ at least one (1) Apprentice unless his or her right to train Apprentices has been revoked by the local Apprenticeship Committee. This shall not limit the obligation of the Employer to train Apprentices in the proper ratio to the total number of Journeypersons in the shop, as outlined in the local Collective Bargaining Agreement or in the local Apprenticeship and Training Standards nor shall it be construed to replace Journeypersons in a shop when substantial local unemployment exists in the area of the Local Union or District Council.
- (b) Five cents (\$.05) per hour to be remitted to the IUPAT Joint Apprenticeship and Training Fund (IUPAT-JATF).

Section 2. JOURNEYMAN UPGRADING - Specialized training for Journeymen will be provided only when criteria for holding classes is met.

Section 3. Apprentice and Journeyman Training Programs will conduct mandatory classes on Employee Training and Certification of CPR, First Aid, Respirator Use and Fit, Hazard Communication/Awareness, Lead Abatement, Fall Protection and Confined Space Entry.

**ARTICLE 9
APPRENTICESHIP**

Section 1. First year apprentices shall be steadily employed unless circumstances prevail which are beyond the control of the employer, subject to the approval of the Painting & Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc., or its successor.

Section 2. No employer shall be permitted to employ more than one (1) apprentice to each three (3) journeymen painters, decorators or paperhangers on commercial and industrial work.

Section 3. The apprenticeship training shall be in accordance with Standards set up by the State Division of Apprenticeship Standards.

Section 4. No apprentice with less than two (2) years experience on the job shall be permitted to work on a job unless a journeyman is working on said job.

Section 5. All apprentices, after serving one and one-half (1 1/2) years under the existing apprenticeship program, shall have the right to elect, subject to the approval of the Painting & Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc., or its successor, to engage for two six month periods in any specialized phases of the Painting Industry. Apprentices who are approved for the specialized instruction shall be indentured for the two six month periods as outlined above to employers who are engaged in the special field selected.

- (a) This specialized on the job training shall not conflict with the existing apprentice program governing school attendance, class instruction, or other programs of the Painting & Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc., or its successor.
- (b) No apprentice shall be allowed to drop his apprentice card and take out or apply to a Signatory Local Union for a Journeyman's Card, unless permission has been granted by the Painting and Decorating Joint Apprenticeship and Training Committee of the Bay Area, Inc., or its successor.

Section 6. No apprentice shall be sent to out-of-town work that will interfere or prohibit him from attending school classes or appearing before the Apprenticeship Committee after due notice has been given.

Section 7. Apprentices shall be indentured only to shops operating under a State of California Painting Contractor's License (now classified C-33) and which engage in general painting and decorating; except when indentured for the specialized phase instruction provided for elsewhere in this Article, or when indentured to apprenticeship committees. This section is not intended, however, to exclude municipal or political institutions and sub-divisions.

Section 8. An automatic penalty of Five Hundred Dollars (\$500.00) will be imposed on any contractor who does not allow an apprentice to attend school and works said apprentice during the week assigned to him/her. If there is a second offense by the same contractor, they will not be allowed a new apprentice for a period of twelve (12) months. Money generated by such penalties will revert to the Apprenticeship Training Fund.

**ARTICLE 10
WAGES & PAYMENT OF THE SAME**

Section 1. JOURNEYMAN WAGES - Effective July 1, 2003 - Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties:

(PAINTER WAGE SCHEDULE A)

PER HOUR

Taxable Net Wage	\$28.61
Basic Wage	\$25.96
Health & Welfare	\$5.34
Pension	\$3.70
Annuity	\$3.12
Apprenticeship Training	\$0.20
IUPAT JATF	\$0.05
LMCI	\$0.05
Work Preservation Fund	\$0.08
Administrative Fund	\$0.25
Dues Check-off	(\$0.65)
Beneficial	(\$1.00)
Holiday	(\$1.00)
Total Package	\$41.40

JOURNEYMAN WAGES - Effective July 1, 2003 - San Francisco County:

PER HOUR

Taxable Net Wage	\$32.23
Basic Wage	\$29.58
Health & Welfare	\$5.34
Pension	\$3.70
Annuity	\$3.12
Apprenticeship Training	\$0.20
IUPAT JATF	\$0.05
LMCI	\$0.05
Work Preservation Fund	\$0.08
Administrative Fund	\$0.25
Dues Check-off	(\$0.65)
Beneficial	(\$1.00)
Holiday	(\$1.00)
Total Package	\$45.02

Effective July 1, 2004, add \$1.00 per hour to the effective July 1, 2003 Total Package.

Effective July 1, 2005, add \$1.00 per hour to the effective July 1, 2004 Total Package.

Section 2. APPRENTICE WAGES - Apprentices shall be paid a progressive increasing scale of wages based on a percentage of Journeypersons Basic Wage Rate as follows, except that beginning Apprentice wage rate will not include Beneficial, Holiday, or Pension contribution for the first six (6) months of apprentice training. Wages start at 50% with increases every six (6) months, for a four (4) year period.

1 st six (6) months: 50%	5 th six (6) months: 70%
2 nd six (6) months: 55%	6 th six (6) months: 75%
3 rd six (6) months: 60%	7 th six (6) months: 80%
4 th six (6) months: 65%	8 th six (6) months: 90%

Section 3. PRE-APPRENTICE WAGES - Effective July 1, 2003:

<u>PER HOUR</u>	
Taxable Net Wage	\$10.15
Basic Wage	\$9.50
Health & Welfare	\$5.34
Apprenticeship Training	\$0.20
IUPAT JATF	\$0.05
LMCI	\$0.05
Administrative Fund	\$0.25
Dues Check-off	(\$0.65)
Total Package	\$16.04

- (a) **PRE-APPRENTICE RATIO** - One (1) Pre-Apprentice to twelve (12) Journeymen on all work. Contractor may request for special conditions for additional pre-apprentices provided the local Business Representative agrees. A Pre-Apprentice may not apply coatings, wallcoverings or do abrasive blasting. A Pre-Apprentice may do preparatory work, bench prime and roof metal. Pre-Apprentices may not work on prevailing wage jobs.
- (b) **PRE-APPRENTICE TERM** - Employees shall not be classified as a Pre-Apprentice for more than twelve (12) months, unless this time limit is extended by mutual consent of the employee, employer and the Union.

Section 4. NEW APPLICANT - The New Applicant is to start at no less than 70% of Journeyperson Basic Wage Rate. The new Applicant shall receive a 10% wage increase every year until such time as he/she reaches Journeyperson wages (no more than three (3) years). All New Applicants shall use the date of entry in the Union as the basis for their annual increase. In no case shall an employer utilize a New Applicant to replace an existing employee or to otherwise circumvent the employer's contractual obligations. The New Applicant must attend eighty (80) hours, forty (40) hours per year of Safety Training in order to qualify for annual increase. It is further agreed that the employer shall remit to the Bay Area Painters & Tapers Trust Funds the fringe benefit package for all hours worked by New Applicants. A New Applicant wage rate is not to be used on prevailing wage jobs.

<u>1st year: 70%</u>	<u>2nd year: 80%</u>	<u>3rd year: 90%</u>
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Section 5. LEADMAN WAGES - When three (3) or more employees covered under this Agreement are on a job of five (5) days' duration or more, one (1) Journeyman Painter in good standing with the Union shall be the designated Leadman, for the duration of the job. The definition of "Duration of the

Job" is the primary contract and does not include change orders or call backs, providing that none of the exceptions require three (3) or more employees for four (4) days or more on each separate operation. The duties and responsibilities of the Leadman shall include handling the Company paperwork on the job, assigning and supervising work, maintaining performance requirements, conducting liaison with the general contractors or owner's representative, maintaining communications with his company and maintain safe working conditions and practices throughout the course of the job. Further, it shall be the duty of the Leadman to return the Company's unused material and equipment to the Company. Leadman shall receive Journeyperson hourly Taxable Net Wage Rate plus one dollar (\$1.00) per hour.

Section 6. FOREMAN WAGES - Foremen on jobs shall receive the Journeyperson Taxable Net Wage Rate plus:

- (a) Two dollars (\$2.00) per hour when in charge of three (3) or more employees.
- (b) . Four dollars (\$4.00) per hour when in charge of five (5) or more employees.
- (c) Six dollars (\$6.00) per hour when in charge of ten (10) or more employees, or when in charge of more than one job.
- (d) Seven dollars and fifty cents (\$7.50) per hour for General Foreman.
- (e) Foremen wages and premium to be based on the highest wage classification on the job they are supervising.

Section 7. SUPERINTENDENTS WAGES - Superintendents shall receive Journeyperson hourly Taxable Net Wage Rate plus five dollars (\$5.00) per hour. A flat rate of one-hundred twenty-five (125) hours per month for Superintendents Health & Welfare, upon prior written notice to the Bay Area Painters & Tapers Trust Fund.

Section 8. HIGH TIME - Employees shall be entitled to high time premium whenever the work performed requires personal fall restraints to be worn by the employee. The amount of the premium shall be determined by the following height schedule:

When working over fifty (50) feet above ground or water level the employee shall be paid an additional two dollars (\$2.00) per hour for all such work;

When working from one hundred (100) to one hundred eighty (180) feet above ground or water level the employee shall be paid an additional four dollars (\$4.00) per hour for all such work;

When working over one hundred eighty (180) feet above ground or water level the employee shall be paid an additional six dollars (\$6.00) per hour for all such work.

Section 9. SPRAY WORK - Employees spraying, sandblasting, water blasting or steam cleaning on Industrial Work shall receive fifty cents (\$0.50) in addition to the Taxable Net Wage Rate plus any other high time or premium pay.

Section 10. INDUSTRIAL PAINTING – Employees performing painting work on industrial projects shall be paid an additional twenty five (\$0.25) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

Section 11. WALLCOVERING – Employees applying wallcovering shall receive one dollar (\$1.00) in addition to the Taxable Net Wage Rate plus any other high time or premium pay.

Section 12. EXOTIC MATERIALS – Employees applying any materials or coatings where the application must be certified by the manufacturer, shall be paid an additional seventy five cents (\$0 .75) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

Section 13. PAYMENT OF WAGES - All wages are due and payable either in lawful currency or negotiable check, together with a receipt or check stub showing employee's and employer's name, rate of pay, pay period and hours worked, all deductions made and the amount due. Said payments shall conform with all the provisions pertaining to the employees as required by Federal and State Laws. Violation of this clause shall be deemed sufficient reason for removal of employees by the Union Representative.

- (a) Wage claims and claims for payment of fringe benefit contributions need not be submitted to the District Council or to arbitration, but may be submitted by the Union directly to the Labor Commissioner of the State of California.
- (b) In the event of controversy regarding the proper payment of wages or merits of the period of waiting time, the employer shall place the disputed amount of wages and/or waiting time involved in escrow, pending the decision of the Joint Adjustment Board. Claims for such disputed compensation must be filed within fourteen (14) days from the date the disputed claim occurred and is to pertain to any form of compensation covered by this Agreement. Claims are limited to the last thirty (30) calendar days worked. The thirty (30) day limit does not apply to fringe benefit contributions.
- (c) Wages earned shall be due and payable on the last day of each work week on the job at quitting time and shall include all wages earned up to and including Tuesday night; except that by application to the District Council, the Employer may obtain special permission to include on his payroll only such wages as were earned up to and including Monday night. This exception, which must first be approved by the District Council, is intended to be allowed only in those instances where the preparation of large and/or scattered job payrolls cannot reasonably be accomplished in time to meet the Tuesday night provision. When a holiday falls on a Friday or is a Designated Off Day, all wages earned up to and including Monday night shall be due and payable on Thursday on the job at quitting time.
- (d) Employees laid off or discharged must be paid in full at the time of dismissal.

Section 14. SUBSISTENCE – If one employee is required to live away from his or her place of residence, said employee shall be paid seventy dollars (\$70.00) per day, for room and board, or actual reasonable room and board cost, whichever is greater. In addition, they shall receive the negotiated rate of pay and fringe benefits for their hours worked.

Section 15. TRAVEL TIME – Employees required to work beyond a forty (40) mile radius from the point of dispatch (Union dispatch office, employee's home or individual employer's shop) as determined

by the individual employer, shall receive the Taxable Net Wage Rate for all time over a forty (40) mile radius for time other than the regular work day. (Mileage is to be based on speedometer reading by the most direct route to the job and return.)

Section 16. TRAVEL EXPENSE – Where employees are required to use their private vehicles from the individual employer’s shop to the job site, the employee shall be paid or reimbursed for all required parking or bridge tolls and mileage at the current IRS per mile rate. Parking and bridge toll reimbursement shall be subject to the following criteria: in the event that free parking is not available within a quarter mile of a downtown or business district jobsite, the employer will provide such facilities or shall have the right to designate the areas to be used for reimbursable parking. When free parking is not available the employer shall reimburse the driver of the vehicle for the cost of such parking up to fifteen dollars (\$15.00) per day upon being presented with a receipt or voucher certifying the cost thereof. The employer will reimburse the driver for his or her bridge tolls upon a showing of receipts for such on a weekly basis.

Section 17. SHOW UP PAY – Unless given notice individually within five (5) hours after their regular shift, that their services are not required the following regular work day, all employees reporting for work, shop or job site at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or voice mail.

Employees shall not report to any shop earlier than thirty (30) minutes or to any job earlier than twenty (20) minutes before starting time. These provisions shall apply only to work within the confines of the city or town of the employer signatories hereto. Reporting to work on out-of-town jobs shall be in accordance with the provisions of “Travel Time” heretofore defined.

Section 18. REALLOCATION OF WAGES TO FRINGE PACKAGE - The Union may take a portion of the existing wage to use for existing fringes. The employer shall be notified thirty (30) days prior to the effective date.

Section 19. INCENTIVE PAY – Employer may issue Incentive Paycheck to employee four (4) times each year.

Section 20. SAFETY INCENTIVE – Safety Incentive Paycheck issued in accordance with a Contractor or Owner’s Written Safety Program, shall not be counted as incentive pay, and payment of such shall be allowed as provided in Contractor or Owner’s Written Safety Program.

ARTICLE 11 WORKING CONDITIONS

Section 1. REGULAR WORK WEEK - Eight (8) hours shall constitute a day’s work from seven (7:00) a.m. to twelve (12:00) p.m. which shall include a ten (10) minute rest period and from twelve-thirty (12:30) p.m. to three-thirty (3:30) p.m., which time shall include a ten (10) minute rest period, Monday through Friday. Start times other than those specified above may be changed by mutual agreement between the Employer and District Council 16. Four (4) ten (10)

hour days, consecutive, (Monday through Friday), to equal forty (40) hours. Overtime after regular workweek and four tens. Prior notification to the Local Union where work is being done is required. All other time than mentioned shall be considered overtime. (Refer to Section 2 for Overtime Rates.) An Employee shall be allowed a five (5) minute personal clean-up prior to lunch period.

Section 2. OVERTIME - All overtime, including Saturdays, and Off Days, shall be paid at the rate of one and one-half (1 ½) times the Taxable Net Wage Rate. Sundays and all holidays listed in Article 10, Section 3, shall be paid at the rate of double time. When a holiday falls on a Sunday, same shall be observed on the Monday following. When a holiday falls on a Saturday, same shall be observed on the preceding Friday. Note: If inclement weather forces a job to be shut down during the regular work week, Monday through Friday, then the Contractor can work his crew, on a voluntary basis, on Saturday at Straight Time. A Saturday straight time day will only apply if inclement weather forces a job to shut down during the regular current work week (Monday through Friday). The Contractor can work only that crew which is already on the job site at the time that inclement weather forced the shutdown or the equivalent number of replacements for such crew members who are unable to work.

- (a) No work shall be performed at any time other than during the regular hours except by notification of Local Union in the area where work is to be performed. Application for any and all work at any time other than during the regular working hours stipulated herein shall be applied for any time prior to starting said work. Notification for Saturday and Sunday work, recognized holidays and all Off Days, must be made no later than 4:30 p.m. of the last regular workday of the week. Except in emergency situations, notification may be given in person, writing, by telephone, facsimile or voice mail.

Section 3. HOLIDAYS - The recognized holidays shall be: New Years Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and Martin Luther King Day. When a holiday falls on a Sunday the Monday following shall be observed as a holiday. (No work shall be performed during any hour of the twenty-four (24) hours of Labor Day.)

- (a) **DESIGNATED OFF DAYS** - In addition to the foregoing recognized holidays, there shall be eight (8) off days per contract year: July 3, 2003, August 29, 2003, November 28, 2003, December 26, 2003, February 13, 2004, April 9, 2004, May 28, 2004, June 18, 2004, July 2, 2004, August 6, 2004, September 3, 2004, November 26, 2004, February 18, 2005, March 25, 2005, May 27, 2005, June 17, 2005, July 1, 2005, August 5, 2005, September 2, 2005, November 25, 2005, February 17, 2006, April 14, 2006, May 26, 2006 and June 16, 2006.

Section 4. SHIFT WORK - Shift Work is work performed outside the regular working day, Monday through Friday, and work that cannot be performed during the regular working hours due to customer restrictions or requirements. Where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 a.m. – 5:30 p.m., that shift shall work eight (8) hours and be paid straight time. The second (2nd) and third (3rd) shifts shall be paid at fifteen percent (15%) above scale. No multiple shifts shall be established or started for less than five (5) consecutive workdays except by special permit from the Local Union. Overtime rates shall be paid for all hours worked on shift if less than five (5) consecutive days and no permit has been issued for the five (5) day exception. This shift premium work shall not be applicable to painters who have worked during that day and, therefore, shall be paid at the applicable overtime rate. For such shift work, employers must obtain a permit from the Local Union in the area where the work is being performed.

Section 5. FLEXTIME - Flexible start time Monday through Friday and other conditions subject to permit from the Local Union in the area where the work is being performed. Straight time applicable only for jobs working one (1) shift. Permit must be applied for at least twenty-four (24) hours in advance.

Section 6. On all new construction and in shops where employees report to work, the employer shall furnish adequate toilet facilities and drinking water, unless provided by others.

Section 7. No employee shall be required to wash out brushes (except lacquer, shellac and varnish) in any material other than that approved by the State Health and Accident Commission.

Section 8. Employees may be required by the employers to sign for brushes or special tools and shall be held accountable for same.

(a) Employees will be held accountable for intentional damage to equipment or property.

Section 9. Employers shall be required to furnish sterilized rags for use on every job for the use of the worker as may be required.

(a) Employers shall furnish to all employees all protective apparels necessary to safeguard painters from all health hazards, such as, gloves, rubber pants, boots, hoods, respirators and creams as prescribed for in the Safety Health Orders by the State of California.

(b) Employers shall furnish protective gloves to be used when washing brushes or equipment where solvents or chemicals are used that may be injurious to the skin.

(c) Individual employers shall supply equipment approved by the State of California Division of Industrial Safety to all employees. It shall be mandatory for all employees to use safety equipment as required.

(d) The Safety Orders of the Division of Industrial Safety are incorporated herein, and made part hereof as if set forth in full.

(e) It shall be considered grounds for instant dismissal for any employee to willfully refuse to obey safety regulations. The employee, so discharged, shall receive wages only for actual time worked.

Section 10. TOOLS – Tools used in any phase of painting, papering and all other facets of the trade shall be at the sole discretion of the employer. Journeymen painters shall report to work with the usual tools of the trade, consisting of duster, putty knife, broad knife, hammer, screwdriver, pliers, white work clothes, and special tools and equipment issued by the employer. Contractor to verify Journeyman has a valid driver's license and may participate in the B.I.T. program. Employees shall not be allowed to attach any artificial equipment such as stilts, arms or legs to their bodies in any manner whatsoever.

Section 11. Employees shall not work on a piecework basis, nor be permitted to contract or sub-contract.

Section 12. An employee shall not be allowed to use his/her car or truck to transport materials in excess of fifty (50) pounds or equipment of any type for employer at any time.

Section 13. No employee shall furnish to an employer for rent or otherwise, any car or truck, rigging or tools, except as provided under this Agreement.

Section 14. Paperhangers may supply straight edge, paperhanger trestles and the usual paperhanger's tools.

Section 15. Safety Training - Employees will be required to attend up to twenty-four (24) hours per year of Owner, General Contractor, State, or Federal required Safety Training. This training is exclusive of any specialized or job specific training.

Section 16. It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an "exceptional condition," and an employer may make a request to the Local Union or District Council 16 for a permit issued under the exceptional condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

(a) A request for an "exceptional condition" permit will be made to the Business Representative in the area or to District Council 16.

ARTICLE 12 STEWARDS

Section 1. The Business Representative of the District Council shall be empowered to appoint all Shop Stewards and Job Stewards. Said Representative is also empowered to remove steward for just cause. The Union shall notify the Employer in writing of the appointment and removal of its stewards. Stewards shall be appointed from the present work crew of the contractor.

Section 2. DUTIES - To check all working cards of foremen, workers and apprentices and to check all applications, working permits, and to report the same by the use of Steward's report to the Business Representative of the District Council in the area where work is performed. The steward, as a working Journeyperson, shall be allowed a reasonable amount of time to perform his/her steward duties that can not be performed outside of working hours.

Section 3. The Steward shall report to the Business Representative of the District Council and the employer or his representative, all violations of the working agreement.

Section 4. All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the employer, are to be reported to the District Council or the Business Representative in the area, for action as may be deemed necessary.

Section 5. The Steward shall be the last man laid off, provided he/she is qualified and able to do the job available to him/her, except foremen, touch-up and specialty men.

ARTICLE 13 DRUG TESTING

When a customer or owner requires drug testing as a condition of employment on a job site or project it is agreed that the Bargaining Unit employee will comply with drug testing policies for that job site or project.

ARTICLE 14 VIOLATIONS

Section 1. Any employer who fails to pay his contributions for insurance coverage herein provided for shall be held personally responsible and liable to any employee covered by this Agreement for the benefits which would have been provided by such insurance coverage.

Section 2. Employees shall not enter or remain in the employ of any employer who willfully neglects or refuses to stand trial or after due trial refuses to abide by a decision rendered pursuant to the provisions of this Agreement.

Section 3. No party to this Agreement, whether employer or employee, shall work for or with, or employ on any job a person as employer or employee, who is acting in violation of this Agreement or who has failed or refused to comply with any decision of the appropriate organization rendered pursuant to the provisions of this Agreement.

Section 4. Business Representatives of the District Council shall be informed immediately of any violation. Business Representatives shall not be allowed to remove Journeyman Painters and Apprentices from any and all jobs unless the contract violation involves failure to pay proper wages, failure to pay Fringe Benefits, failure to meet all financial obligations provided for by this Agreement, safety reasons, working overtime without a permit and a non-union person on the job. Employees removed from any job for such violations shall be paid by the contractor the amount at the rate of straight time to compensate them for the inconvenience and loss of time due to said violations. Said waiting time shall not exceed five (5) days. It shall be a violation of the Agreement for failure to report violations of the Agreement.

Section 5. Union to police own forces with penalties for working open shop.

ARTICLE 15 GRIEVANCE & ARBITRATION

Section 1. For all purposes of this Agreement, a grievance is any dispute or controversy between the Company, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

Section 2. Such grievances shall be handled in the following manner:

- (a) The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the company and shall meet with that representative to discuss the grievance.

- (b) If no settlement or resolution is reached within five (5) working days after the meeting referenced above, it may be submitted, at the request of either party, to the Painters Joint Adjustment Board by written notice to the other party and the Painters Joint Adjustment Board within fifteen (15) working days from the date of the above-referenced meeting. The Painters Joint Adjustment Board shall schedule a grievance meeting within fifteen (15) days of being notified. The Painters Joint Adjustment Board shall, at the conclusion of said meeting, render its decision in writing to both parties. In the event that the Painters Joint Adjustment Board deadlocks, either party may, within fifteen (15) working days of being notified of the deadlock, request arbitration by written notice to the other party.
- (c) The Painters Joint Adjustment Board shall be composed of an equal number of representatives, not to exceed four (4). District Council 16 shall be entitled to two (2) representatives. The Northern California Painting and Finishing Contractors/CA Affiliate shall be entitled to two (2) representatives. A majority decision of the Painters Joint Adjustment Board shall be final and binding on all parties.

Section 3. Arbitrator - If the parties cannot reach agreement on an impartial arbitrator, either the Union or the Company may request the California State Conciliation Service to submit a list of five (5) arbitrators to the parties. The list shall contain only established arbitrators in the state of California. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator.

Section 4. Hearing - The impartial arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Company and any employee involved in the grievance or dispute.

Section 5. Amend Agreement - The arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement. The Arbitrator shall have the authority to fashion a remedy.

Section 6. Expense for Arbitration - The party losing the arbitration shall pay the arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript if requested by both parties shall be shared equally. If there is any question who lost the arbitration, the arbitrator shall decide who shall pay the expenses of the arbitrator whether in whole or in part.

Section 7. Fourteen Day Limit - Matters not presented to the Employer or the Union in writing within a period of fourteen (14) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

Section 8. Union Economic or Legal Action - In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of this Agreement. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the union if prior to the taking of such action the Employer has raised a question concerning the interpretation, application or operation of this Agreement or concerning

his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 14.

ARTICLE 16 DUES CHECK-OFF AND EMPLOYERS ADMINISTRATIVE FUND

Section 1. DUES CHECK-OFF - During the term of this Agreement, all Signatory Employers agree to deduct from the wages of all employees covered by the Agreement for Dues Check-Off the amounts specified in Schedule A. Said Dues Check-Off shall be remitted to the Bay Area Painters & Tapers Trust Funds office on forms provided by the Trust Funds, or other appropriate depository designated by the Union, not later than the fifteenth (15th) day of each and every calendar month for such deductions made during the preceding calendar month, provided that the employees in question signed a valid authorization card authorizing such deductions.

Section 2. Each employer agrees that, at the time of employment of any employee covered by this Agreement, such employer shall secure from said employee a work referral slip and said slip shall indicate that an authorization form has been signed by said employee, and is on file at the local union office. The employer will be provided with a copy of the authorization form upon request.

Section 3. If an employer fails to secure a work referral slip from the employee or the Union, said employer shall be responsible for payment of Dues Check-Off to the Union on all hours worked by said employee as set forth above.

Section 4. NORTHERN CALIFORNIA PAINTING AND FINISHING CONTRACTORS ADMINISTRATIVE FUND - Commencing July 1, 2003, and continuing until the expiration date of this Agreement, every contractor signatory to this Agreement shall pay Administrative Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of twenty-five cents (\$.25) per hour. Said Administrative Fund contributions shall be remitted to the Bay Area Painters & Tapers Trust Funds office on forms provided by the Trust Funds, or other appropriate depository designated by the Northern California Painting and Finishing Contractors/FCA Affiliate, not later than the fifteenth (15th) day of each and every calendar month for all hours worked during the preceding calendar month. Said Administrative Fund contributions are then forwarded to the Northern California Painting and Finishing Contractors/FCA Affiliate designated account. The contribution rate to the NCPFC will be monitored and adjusted if necessary by the Employer group.

ARTICLE 17 WORK PRESERVATION FUND

For reasons of traditional policy as well as Law, Employee Agencies have maintained a policy of financial independence and there is no intention of the parties to devote any of the Work Preservation Fund, Inc. contributions, provided herein, to the operations of any of the Employee Agencies or any of their Representatives.

In view of the court decision holding it unlawful for Employers to contribute funds to certain Joint Committees of Union and Employer Representatives, the parties hereto provide that all contributions for

the administration of this Agreement shall be paid to the Work Preservation Fund, Inc. Directors consisting solely of disinterested persons.

There has been created a separate and independent non-profit corporation entity known as the Work Preservation Fund, Inc. Said corporation is administered by a Board of Directors who are also members of the Corporation. The Directors are selected by a vote of the members and receive reasonable compensation for their services rendered on behalf of the Corporation.

The members themselves are selected by a majority vote of the Work Preservation Fund, Inc. Committee. The Committee shall be comprised of an equal number of representatives from the Signatory Associations and/or Employer Associations consisting of Northern California Drywall Contractors Association, Northern California Painting and Finishing Contractors/FCA Affiliate or their successors in interest and Independent Signatories and Representatives from District Council 16.

Each Employer signatory to this Agreement shall pay the Work Preservation Fund, Inc. eight cents (\$.08) per hour for each hour worked by each employee.

Pursuant to and under the terms of this Agreement for the District Council 16 area, the Bay Area Trust Funds office shall collect such contributions for the Work Preservation Fund and shall thereafter, each month, forward said monies to the Work Preservation Fund, a California non-profit corporation.

Appropriate records shall be kept and maintained by both the Bay Area Trust Funds and the Work Preservation Funds as to the collection, transmittal and amounts of funds collected on forms to be provided exclusively by the Trust Funds.

The signatory hereto and all employers becoming bound hereby designate and appoint the present Directors and their duly select successors as their representatives on such trust funds. The parties to this Agreement, may by mutual consent, discontinue at any time contributions to this fund and the hourly contribution will be re-negotiated.

ARTICLE 18 LABOR MANAGEMENT COOPERATION INITIATIVE

We hereby establish a contribution to the Labor Management Cooperation Initiative (LMCI) effective the date of this working agreement and any renewals or extensions thereof.

For each hour or portion thereof, for each employee covered under this Collective Agreement, the employer shall pay five cents (\$.05) payable to the Bay Area Painters & Tapers Trust Fund. Such contributions shall be forwarded to the LMCI Trust Fund.

For the purpose of this article, each hour paid for, including hours attributed to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

Contributions shall be paid on behalf of any employee starting with the first (1st) day of employment in a job classification covered by this Agreement.

**ARTICLE 19
ADMINISTRATION OF FRINGE BENEFITS**

Section 1. TRUST FUNDS

- (a) **Current Trust Funds** - This Agreement requires contributions to the following jointly-administered Trust Funds:
- **Bay Area Painters and Tapers Pension Trust Fund**
 - **Bay Area Painters and Tapers Health Trust Fund**, including the **Bay Area Painters and Tapers Death Benefit Trust**, which was merged into it.
 - **Bay Area Painters and Tapers Beneficial and Holiday Fund**
 - **Joint Committee Apprenticeship Training Trust and Plan**
- (b) **Trust Agreements** - The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement.
- (c) **Mergers** - Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.
- (d) **Trustees** - Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any trust funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various Trust Agreements and as required by law. The parties to this Agreement agree to the amendment of all Trust Agreements referred to in Section 1(b) above to make the following changes:
- (1) The Northern California Painting and Finishing Contractors/FCA Affiliate shall be substituted as the successor trustor in place of all current Painting and Decorating Contractors Associations, not including the Northern California Drywall Contractors Association, with the same aggregate and proportionate appointing power of the trustors being replaced.
 - (2) District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws.
- (e) **Trust Fund Procedures and Delinquency Rates** - It is recognized that the Trust Funds as separate entities have the right to efficiently collect contributions required by this Agreement. Therefore, the Trust Funds shall each have the following rights:
- (1) To establish and change its due date for contributions so long as it is not earlier than specified in this Agreement.

- (2) To establish and change its delinquent date so long as it is not earlier than specified in this Agreement.
- (3) To establish and change its interest rate charged on delinquent contributions, in which case a Trust Fund will be entitled to the greater of its rate or the rate specified in this Agreement.
- (4) To establish and change its liquidated damages rate, in which case a Trust Fund will be entitled to the greater of its rate or the rate specified in this Agreement.
- (5) To establish and change simple late payment rules so long as they are not more restrictive than specified in Section 4 (f).
- (6) To establish and change special rules with respect to Employers who are frequently delinquent, including requiring earlier due dates and posting bonds, in which case either the Trust Fund's rule or the rule set forth in this Agreement can be enforced by the Trust Fund.

Section 2. RULES OF FRINGE BENEFIT CONTRIBUTION PAYMENT AND COVERAGE UNDER THIS AGREEMENT

(a) Persons For Whom Contributions Are Not Required And Who Are Not Covered Under This Agreement - Contributions are not required on behalf of the following persons by this Agreement no matter what type of work they do:

- (1) Sole proprietors;
- (2) One individual partner or member of a firm, corporation, joint venture or association if, and only if, such person is designated as being authorized to work with the tools and is exempt from the requirement of having Trust Fund contributions made on his behalf; and
- (3) All other office and executive personnel who do not perform work covered by this Agreement.

(b) Persons For Whom Contributions Are Required Under This Agreement - Any person who performs work covered by this Agreement, including but not necessarily limited to the following:

- (1) Employees, apprentices, foremen and superintendents;
- (2) Persons who are paid or unpaid, family members or relatives of the employer;
- (3) All partners, joint ventures, officers and directors of a corporation, and Responsible Managing Employees for contractors licensing purposes who perform work covered by this Agreement except those excluded in (a) (2) above; and
- (4) Any person who performs preparation or cleanup on work covered by this Agreement unless fringe benefits are being regularly paid to some other fringe benefits trust fund for such person.

It is understood by the parties to this Agreement that contributions are required for hours worked by the persons set forth in this subsection b, notwithstanding that some of these persons are not eligible to participate in one (1) or more of the Trust Funds in accordance with the rules of participation promulgated by each such Trust Fund.

Section 3. FRINGE BENEFIT COVERAGE FOR OTHER EMPLOYEES - Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the employer, which may incorporate the rules of this Article 19 by reference.

Section 4. CONTRIBUTIONS

- (a) **Contributions** - Each employer shall pay to the Trust Funds such amounts as are now, or may hereafter be, agreed to in the collective bargaining agreements between the parties to such agreement and such contributions shall be made in accordance with collective bargaining agreements, the Trust Agreements and such regulations of the Trustees as are not inconsistent herewith, for all persons for whom contributions are required to be made under Section 2 (b), above, whether or not such person is eligible to participate in such Trust Fund.
- (b) **Due Date** - Contributions shall be due and payable on the first (1st) day of each month for the monthly payroll periods which ended during the preceding month, subject to the provisions of Section 1 (e).
- (c) **Where Payable** - Such contributions shall be paid to the Trust Fund office, or the place designated by it.
- (d) **Delinquent Date** - Subject to Section 1 (e), if payments of contributions are not made, or if the forms or reports required by the Board of Trustees are not received, at the Trust Fund office by the fifteenth (15th) of the month, the employer shall be deemed delinquent. Payment shall not be delinquent if deposited in the United States mail, postage prepaid, and postmarked prior to midnight of the fifteenth (15th) day of the month. If the fifteenth (15th) falls on a non-business day, the contributions may be postmarked by midnight of the first (1st) business day thereafter.
- (e) **Personal Liability and Successor** - A person who signs a counterpart of this Agreement as an Employer, whether individually or on behalf of a partnership or corporation, shall be personally liable for the fringes of any other firm in which he/she is or becomes the Responsible Managing Officer or the Responsible Managing Employee for Contractor's License purposes or in which he/she has ownership interest and such other firm, shall also be bound to this Agreement as a successor entity.
- (f) **Simple Late Payments** - Subject to Section 1(e), an Employer may be late on monthly contribution payments up to twice a year and no more than five (5) times during this Agreement. A late payment is defined as a payment postmarked after the fifteenth (15th) of the month but received by the Trust Fund Office within fifteen (15) days of established cut-off date. Interest on late payments shall be at the rate of "prime rate" plus one percent (1%) per annum. No liquidated damages shall be assessed for simple late payments as defined in this provision.

Section 5. ARBITRATION AND RESORT TO INTERNAL REMEDIES NOT REQUIRED FOR FRINGE DISPUTES - The Board of Trustees of each Trust Fund may, in its discretion, sue an Employer in court to enforce the right to audit records or to collect fringe benefits without resort to internal remedies or arbitration under this Agreement.

Section 6. COLLECTION OF CONTRIBUTIONS - The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. A Board of Trustees may not notify an Employer's employees or a General Contractor of a delinquency without first giving said Employer prior written notice. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.

Section 7. SPECIAL PROVISIONS FOR NEW OR DELINQUENT EMPLOYERS

- (a) **Special Delinquent Date** - Notwithstanding the general rules of Section 4 and subject to Section 1(e), during the first year of an Employer's obligation under this Agreement, and in the case of any Employer who is delinquent two (2) successive months, or is delinquent three (3) times in any one (1) year, fringes shall be due and payable on the first (1st) day of each month for the monthly payroll period immediately preceding as in the case of all Employers but shall be deemed delinquent if payment is not received at the Trust Fund Office by the fifth (5th) day of the month.
- (b) **Surety Bond** - In the case of such delinquency, any or all the Trust Funds may require the Employer to post a surety bond as provided in Section 15 hereof.
- (c) **Subcontractor Liability** - No signatory Employer shall be held liable for delinquencies of benefits of its signatory subcontractors after the Employer notifies the Trust Fund Office in writing of the subcontracting and the Trust Fund Office in turn notifies the Employer in writing that said signatory subcontractor is in good standing with the Trust Funds (response period to be the next business day). The Trust Fund must notify the Employer of any changes in said subcontractor's status immediately.

Section 8. LIQUIDATED DAMAGES

- (a) **Time of Essence** - With respect to payment of contributions by the individual Employer into the Trust Funds, time is of the essence.
- (b) **Interest Rate**
 - (1) From the date a contribution is delinquent until the date a Trust Fund files suit to collect it, interest shall accrue at the rate of fourteen percent (14%) per annum until the principal, interest and all collection costs are paid.

- (2) From the date a Trust Fund files suit to collect a delinquent contribution, interest shall accrue on all sums then owing at the rate of seven percent (7%) per annum until the principal, interest, collection costs and liquidated damages are paid.
- (c) **Liquidated Damages** - The parties recognize and acknowledge that the regular and timely payment of Employer contributions is essential to the efficient and fair administration of the Trust and the maintenance of Plan benefits. If Employers do not make timely payments, the Trust loses the investment return it should have received, and incurs additional administrative expense in the form of letters, telephone calls, and other collection expenses. The Trust is also delayed or prevented from processing claims by employees for benefits under the Plan. The Trust's collection expenses, loss of return on investment, and inability to pay benefits constitute damages arising from an Employer's default in making payments, and these damages cannot be allowed to deplete the contributions promptly paid by other Employers. Therefore, the amount of liquidated damages to a Trust Fund upon filing a lawsuit, over and above attorneys' fees and interest, shall be equal to the greater of:
 - (1) 10% of unpaid contributions, or
 - (2) Interest until the date paid at the rate referred to in Section 8 (b) (2) on unpaid contributions.
- (d) **Other Costs** - If any individual Employer defaults in the payment of any payments due to the Trust Funds, in addition to the amount due, interest and liquidated damages provided for in this section, there shall be added to the obligation of the defaulter all reasonable expenses incurred by the Trust Funds, and the collection of the same, including but not limited to, reasonable attorneys' and accountants' fees, cost of attachment bond, court costs and all costs of collection after a judgment is obtained.
- (e) **Other Remedies** - In addition to the foregoing, it shall not be in violation of this Agreement for the Union to refuse to refer or supply workers to any job or to withdraw employees from the job or jobs of a delinquent individual Employer.

Section 9. MONTHLY REPORTS

- (a) **Required Forms** - On forms furnished to them, Employers shall furnish to the Trust Funds a written monthly report setting forth the names, social security numbers and all hours worked by each person performing covered work, or if no such employees have worked during the month involved, a statement to that effect shall be made on such form. A copy of such form, so executed, will be delivered by the Employer with his payment to the Trust Funds, said form to be retained by the Trust Funds as part of their permanent record. If payment is made in cash, the Trust Funds will acknowledge such payment by official receipt.
- (b) **Confidential Information** - The information furnished by the Employer on the foregoing prescribed forms shall be treated as confidential by the Trust Funds and by the personnel of the Trust Funds office, to be used only for the purposes intended, namely to evidence the Employer's compliance with the provisions of the Article. This information from the Employer shall not be made available to any individual or agency outside of the Trust Funds office except:

- (1) The Employer involved;
- (2) Authorized personnel of the District Council;
- (3) Local Unions;
- (4) Northern California Painting and Finishing Contractors/FCA Affiliate; or
- (5) Entities authorized by Trust Funds for purposes of statistical information in which event the Employer's name shall not be publicized.

Nothing in this Section 9 (b) shall be construed to prohibit in any way the regular issuance of delinquency and reinstatement reports to the signatory organizations.

Section 10. ENTRIES OF CONTRIBUTIONS - The Trust Funds will show on their books the total amount received from each Employer, and the name of each employee of said Employer, and the amount of hours reported to the account of the employee.

Section 11. RECORDS TO BE KEPT BY EMPLOYERS - In addition to any records required by the Trust Funds, Employers agree to maintain the following records:

- (a) **Time Cards** - Employers shall keep weekly time cards on which shall clearly appear the employee's full name and social security number, the job name, the hours worked each day and total hours worked each week, showing total straight time hours and total overtime hours. The employee shall sign the time card. The time card shall also show the type of work performed if other than work covered by this Agreement.
- (b) **Checks and Check Stubs** - Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name, and shall include:
 - (1) Total straight time hours worked and rate of pay;
 - (2) Total overtime worked and overtime rate;
 - (3) Total gross wages paid;
 - (4) Deductions itemized; and
 - (5) Net pay for period.
- (c) **Failure to Keep Records** - If an Employer fails to keep records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement.

Section 12. AUDITS OF EMPLOYER RECORDS - The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the

Board of Trustees to enter upon the premises of such Employer during business hours to examine and copy the following records of the Employer:

- (a) Canceled checks and check stubs showing all monies paid to each employee of the Employer for wages.
- (b) Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, relatives, partners and joint ventures of the Employer.
- (c) The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
- (d) Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
- (e) Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
- (f) Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 6).
- (g) Individual employee's time records for each employee of Employer.
- (h) Records of each job involving application of paint or drywall taping by the Employer, to the extent that such records exist, including:
 - (1) Name and address of owner of property where painting was done;
 - (2) Street address where painting work was performed;
 - (3) Total gross payment received;
 - (4) Total payroll cost of each job;
 - (5) Name and address of each person who performed painting work or drywall taping on each job; and
 - (6) Total material cost of each job.
- (i) Copies of Federal Forms W-2 prepared by the Employer for each employee and Federal Form W-3.
- (j) Disbursement Journal of the Employer.
- (k) Payroll Journal of the Employer.

Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring his/her records for auditing to the Trust Fund Office.

Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of painters wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. The Employer shall not pay employees bonuses, expenses or sums of monies other than as provided by this Agreement without written approval of the Union, except normal semi-annual or annual bonuses.

Section 13. ERRONEOUS PAYMENTS - An Employer shall be entitled to credit against future employer contributions or refund of money paid to the Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds on the following conditions:

- (a) Written application is made within four (4) years from the date of erroneous payment;
- (b) The Trust Funds have made no disbursements on behalf of employees based upon the erroneous contributions; and
- (c) The Board of Trustees of the Trust Funds have determined that the erroneous contributions were made due to a mistake of fact or law and can properly be returned pursuant to ERISA section 403(c).

Section 14. SUITS BY TRUSTEES ON BEHALF OF EMPLOYEES - In addition to the right herein granted to the Board of Trustees to file legal action on behalf of the Trust Funds for the collection of any contributions and/or penalties due and owing by any Employer, the Board of Trustees shall be entitled to and may file legal action on behalf of any eligible employee who has been deprived of benefits by reason of failure of any Employer to make payments to the Trust Funds, as herein required, for such benefits. If by any such action plaintiff is sustained, then in addition to the payment of the benefits to which such employee is entitled or the Trust Funds may be entitled, together with the legal rate of interest, the Employer shall also be liable to pay all costs of suit or suits, reasonable accountant's and attorney's fees, and other amounts permitted by law.

Section 15. BONDING - Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, give a bond in a sum equal to the greater of five thousand dollars (\$5,000.00) or one-third (1/3) of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the twelve (12) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and shall be in a form acceptable by the Board of Trustees. Each Employer must comply with the bonding provisions of this Agreement if the Employer has less than twelve (12) consecutive months of prompt and proper payment

of wages to his/her employees as shall be determined by the Trustees. Delay in payment of wages or fringe benefit contributions occasioned by accident or inadvertence during said twelve (12) month period may be excused by the Trustees and not require his imposition of the bond. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, the Union shall dispatch no employees to such Employer and the Union is hereby authorized to withdraw any and all of the employees of such Employer subject to this Agreement from work covered by this Agreement and such withdrawal shall not, so long as the bond is not deposited, be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided in this Article, shall not lose their status as employees, but no such employees shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn nor refused to perform work, except the full day's wages due on the date of such withdrawal or refusal, plus any waiting time.

Section 16. PLACE OF SUIT - A legal action may be filed by the Trust Funds to enforce the Trust Funds' right to audit records, to collect fringe benefits, liquidated damages, audit fees, and attorney's fees and to collect on bonds, in either Alameda County or the City and County of San Francisco.

ARTICLE 20 SEPARABILITY AND SAVINGS CLAUSE

In any section, paragraph or Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any section, paragraph or Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such section, paragraph or Article to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section, paragraph or Article is held invalid or enforcement of or compliance with any section, paragraph or Article has been restrained, as set forth above, the parties affected thereby shall enter into collective bargaining negotiations within five (5) working days, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such section, paragraph or Article, during the period of invalidity or restraint. If the parties do not agree within a period of sixty (60) days on a mutually satisfactory replacement, either party shall be permitted all legal or economic resources in support of its demands notwithstanding any provision in this Agreement to the contrary.

It is understood and agreed that at such time as existing Federal Laws containing restrictions on the form of union recognition and union security provisions may be amended so as to make legal conditions and requirements other than those contained in this Agreement, then and in that event, either party to this agreement may upon thirty (30) days notice, in writing given to the other party, re-open Articles 6 and 7 of this agreement for the purpose of negotiating changes in these articles.

**ARTICLE 21
ACCRETION CLAUSE**

This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.

**ARTICLE 22
DRYWALL TAPING**

Section 1. Refer to “BAY AREA DRYWALL FINISHERS JOINT AGREEMENT.” All Contractors signatory to this Agreement and/or interim Agreement doing drywall work shall pay the negotiated drywall/taper scale. At no time shall a drywall contractor use this Agreement in place of the Bay Area Drywall Finishers Joint Agreement.

**ARTICLE 23
PRESERVATION OF WORK CLAUSE**

Section 1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercises directly or indirectly (through family members or otherwise) management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violation of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolutions of disputes. As a remedy for violations of this Article, the Joint Adjustment Board or Arbitrator shall be able at the request of the Union, to require an Employer to pay; 1) effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Adjustment Board or Arbitrator shall be able to also provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Adjustment Board or Arbitrator under this Article only through arbiter, judicial or governmental (for example, the National Labor Relations Board) channels.

Section 3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator or Joint Adjustment Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants’ and/or attorneys’ fees incurred by the Union and/or the Joint Trust Funds plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

ARTICLE 24 EMPLOYERS

Section 1. The employer shall have a duly issued and effective State Contractors License, shall carry Workers' Compensation Insurance, and shall comply with all Federal, State and Municipal Laws pertaining to the Painting Industry and all health and safety regulations and rules.

- (a) Specialty Contractors, other than Painters and Decorators, who possess a State Specialty License, now classified as C-61 or C-9, in any of the following categories: Steam cleaning, Wallboard Taping, Paint Burning, Parking Lot Striping or Sandblasting, and whose operations in the painting industry are confined strictly within the limits allowed under their Specialty license.

Section 2. It is understood that the Council will continue their organizing efforts including production and maintenance, and Agreements will be signed with employers in said fields, establishing terms and conditions for production and maintenance painting. Employers signatory hereto doing production and maintenance painting will be requested to execute agreements relating to said work, and any work done will be covered by the terms of each executed agreement, and, if none, by this Agreement. Any agreement so signed shall be copied to the Northern California Painting and Finishing Contractors/FCA Affiliate.

Section 3. The Employer shall permit duly accredited representatives of the District Council to visit the shop or job any time where work is being performed in order to determine whether the shop is being conducted in accordance with this Agreement.

Section 4. The Employer warrants, asserts and agrees that this document is executed by him/her with full authority to represent and bind any firm, partnership, corporation or association of which he/she is a partner, officer, representative or member.

Section 5. If this Agreement is signed by a member of a partnership, it shall apply to them and each of them individually. In the event of a dissolution or termination of said partnership or in the event of a merger, consolidation or other legal change whatsoever, with respect to employer, any obligations hereunder shall be binding upon any assign, successor, legal representatives or lessee of such employer.

Section 6. After this Agreement takes effect any employer may become a party hereto if a counterpart of the Agreement is executed by him/her. This Agreement shall take effect as to such new contracting party at such time as said party signs such counterpart.

Section 7. This Agreement may be executed in multiple counterparts and when one counterpart is signed by the Association or Chapter, all such counterparts shall constitute when taken together, one and the same instrument as if all signatories were contained in the original.

Section 8. No two (2) or more contractors shall work for each other on any contract, except that a contractor may sublet a contract to a signatory contractor.

Section 9. It shall be a violation of this Agreement for the employer or the employer's agent to establish production quotas or piece work systems.

The employers shall have the right to manage their business in all respects without limitation except as expressly provided in the Agreement.

Section 10. The employer agrees that he/she will not contract work covered under the scope of this Agreement to anyone not signatory to a collective bargaining agreement with the International Union of Painters & Allied Trades. If the Union can not supply a licensed, qualified subcontractor within forty-eight (48) hours, then the contractor can hire from any source.

Section 11. All Employers doing drywall work must register each drywall job with District Council 16 on forms provided.

Section 12. Employers signatory to this Agreement shall, before commencing to perform work on any job over five thousand dollars (\$5,000) of covered work, register the job with District Council 16 on forms provided.

ARTICLE 25 WORK STOPPAGES

Section 1. PERMITTED WORK STOPPAGE - There shall be no stoppages of work either by strike or lockout by the parties hereto, except as provided for elsewhere in this Agreement.

Section 2. PICKETING - It shall not be a violation of this Agreement for employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is being performed.

No employee shall work for any signatory Employer that has failed, neglected or refused to pay his employees the wages, fringes or other compensation provided for in this Agreement. A District Council or Local Union may take such economic action by strike, picket line or boycott, as it may see fit, against any Employer so failing, neglecting or refusing to pay his/her employee the wages, fringes or other compensation provided for in this Agreement.

Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 3. NON-UNION JOB SITES - Furthermore, recognizing the "Special problems" in the construction industry based upon the close relationship between contractors and subcontractors at the job site of the construction, alteration, painting, or repair of a building, or other such work and the friction that is created when union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work "shoulder-to-shoulder" or along side the non-union employee or employees, or refuses to remain on such job site when non-union employees are engaged in such construction on the job site. This clause shall apply only to job sites where the Union's members are working, whether it is on a construction site of the Employer or at any other job site.

**ARTICLE 26
AUTHORITY TO EXECUTE**

Section 1. The undersigned Employer warrants, asserts, and agrees that this document is executed by him/her with full authority to represent and bind their firm.

If any provision of this Agreement is declared invalid, or the applicability thereof to any person, circumstances or thing is held invalid, the validity of the remainder of the Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

Section 2. INTENT AND PURPOSE – It is the clear understanding, intent and purpose of the signatories to this Agreement that is not over burdensome with unnecessary language. If any legal language needs to be added to any portion of this Agreement, it is agreed that this legal language will become part of this Agreement providing the legal language does not alter or change the intent and negotiated portion so effected.

WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:

District Council 16:

Print Name: _____

Sign Name: _____

Date: _____

Individual Employer:

Company: _____

Print Name: _____

Sign Name: _____

Date: _____

District Council 16

Painter Wage Schedule A

Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties
Effective July 1, 2003

	TAXABLE/ NET WAGE	BASIC WAGE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENTICE FUND	IUPAT JATF	IUPAT LMCI	WORK PRESERV.	ADMIN. FUND	DUES CHECK-OFF	BENEFICIAL	HOLIDAY	TOTAL PACKAGE
Journeyman	\$28.61	\$25.96	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$41.40
Leadman	\$29.61	\$26.96	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$42.40
Foreman (3 or more)	\$30.61	\$27.96	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$43.40
Foreman (5 or more)	\$32.61	\$29.96	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$45.40
Superintendent	\$33.61	\$30.96	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$46.40
Foreman (10 or more)	\$34.61	\$31.96	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$47.40
General Foreman	\$36.11	\$33.46	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$48.90
APPRENTICE PAINTER														
6 MONTHS 50%	\$13.63	\$12.98	\$5.34	\$0.00	\$0.00	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	\$0.00	\$0.00	\$19.60
6 MONTHS 55%	\$16.93	\$14.28	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$29.72
6 MONTHS 60%	\$18.23	\$15.58	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$31.02
6 MONTHS 65%	\$19.52	\$16.87	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$32.31
6 MONTHS 70%	\$20.82	\$18.17	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$33.61
6 MONTHS 75%	\$22.12	\$19.47	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$34.91
6 MONTHS 80%	\$23.42	\$20.77	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$36.21
6 MONTHS 90%	\$26.01	\$23.36	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$38.80
NEW APPLICANT PAINTER														
1st Year 70%	\$20.82	\$18.17	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$33.61
2nd Year 80%	\$23.42	\$20.77	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$36.21
3rd Year 90%	\$26.01	\$23.36	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$38.80
PRE APPRENTICE														
	\$10.15	\$9.50	\$5.34	\$0.00	\$0.00	\$0.20	\$0.05	\$0.05	\$0.00	\$0.25	(\$0.65)	\$0.00	\$0.00	\$16.04

() Dues Check-Off, Beneficial and Holiday Funds are deducted from Taxable Net Wage hourly

District Council 16

Painter Wage Schedule A

San Francisco County

Effective July 1, 2003

		TAXABLE/ NET WAGE	BASIC WAGE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENTICE FUND	IUPAT JATF	IUPAT LMCI	WORK PRESERV.	ADMIN. FUND	DUES CHECK-OFF	BENEFICIAL	HOLIDAY	TOTAL PACKAGE
Journeyman		\$32.23	\$29.58	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$45.02
Leadman		\$33.23	\$30.58	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$46.02
Foreman	(3 or more)	\$34.23	\$31.58	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$47.02
Foreman	(5 or more)	\$36.23	\$33.58	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$49.02
Superintendent		\$37.23	\$34.58	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$50.02
Foreman	(10 or more)	\$38.23	\$35.58	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$51.02
General Foreman		\$39.73	\$37.08	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$52.52
APPRENTICE PAINTER (4 YEAR)															
6 MONTHS	50%	\$15.44	\$14.79	\$5.34	\$0.00	\$0.00	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	\$0.00	\$0.00	\$21.41
6 MONTHS	55%	\$18.92	\$16.27	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$31.71
6 MONTHS	60%	\$20.40	\$17.75	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$33.19
6 MONTHS	65%	\$21.88	\$19.23	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$34.67
6 MONTHS	70%	\$23.36	\$20.71	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$36.15
6 MONTHS	75%	\$24.84	\$22.19	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$37.63
6 MONTHS	80%	\$26.31	\$23.66	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$39.10
6 MONTHS	90%	\$29.27	\$26.62	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$42.06
NEW APPLICANT PAINTER															
1st Year	70%	\$23.36	\$20.71	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$36.15
2nd Year	80%	\$26.31	\$23.66	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$39.10
3rd Year	90%	\$29.27	\$26.62	\$5.34	\$3.70	\$3.12	\$0.20	\$0.05	\$0.05	\$0.08	\$0.25	(\$0.65)	(\$1.00)	(\$1.00)	\$42.06
PRE APPRENTICE															
		\$10.15	\$9.50	\$5.34	\$0.00	\$0.00	\$0.20	\$0.05	\$0.05	\$0.00	\$0.25	(\$0.65)	\$0.00	\$0.00	\$16.04

() Dues Check-Off, Beneficial and Holiday Funds are deducted from Taxable Net Wage hourly