STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
*P.O. Box 420603*
*San Francisco CA 94142-0603*

SCOPE OF WORK PROVISION

FOR

# PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

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# AUTOMOTIVE, MARINE & SPECIALTY PAINTERS
# LOCAL NUMBER 1176

# AND

# THE NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

# NORTHERN CALIFORNIA HIGHWAY IMPROVEMENT AGREEMENT

RECEIVED
Department of Industrial Relations

JUL 16 1999

Div. of Labor Statistics & Research
Chief's Office

AUTOMOTIVE, MARINE & SPECIALTY PAINTERS
LOCAL NUMBER 1176

AND

THE NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

NORTHERN CALIFORNIA HIGHWAY IMPROVEMENT AGREEMENT

## ARTICLE 1. AGREEMENT PARTICIPATION

A. It is specifically understood and agreed that the terms, conditions and obligations contained in the Collective Bargaining Agreement are prepared, entered into and made effective exclusively between the Employer and Unions signatory hereto.

B. It is the intention of this Agreement that all Employers having Employees with the exclusion of those normally excluded by the National Labor Relations Board, i.e., supervisors, guards and executives, shall be subject to this Agreement when such Employees, as a matter of inclusion, but not limited to, work with the manufacture of, or work on, concrete bumpers, cutting of stencils, doing any kind of work on spraying machines, installing guard rail, posts, barricades, traffic monuments, protective devices, installing and servicing parking gates, ticket dispensers, mechanical and automatic devices, other protective coatings and line removals.

C. It is not the intention of this Agreement that any Employee shall receive, or any Employer shall pay for, overtime under the Fair Labor Standards Act in addition to overtime payments made pursuant to this Agreement.

D. If an Employer fails to make contributions to the appropriate Funds within twenty (20) days after the date required, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement and other provisions hereof to the contrary notwithstanding. The Employer shall be liable for all costs for collecting the contributions due along with any attorney's fees and such other penalties as may be assessed. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no strike" clause provided under the Collective Bargaining Agreement. The previous sections A through D apply to the Automotive, Marine & Specialty Painters Local Number 1176 and do not apply to the Northern California District Council of Laborers.

## ARTICLE 2. WAGES

The minimum scale of wages for all Employees covered by this Agreement and the terms and conditions respecting the employment of journey persons and helpers, etc, shall be as set forth in this Agreement. No Employee shall receive a reduction in any hourly wage rate due to the signing of this Agreement or as a result of being assigned to perform work in a lesser classification.

2. No employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll except in accordance with Section E, except any transfer to and/or from a joint venture of which the Individual Employer is a partner.

## ARTICLE 7. EMPLOYERS - SCOPE OF WORK

Employers signatory to this Agreement shall be classified as contractors who are specialty contractors and whose principal contracting business is the execution of contracts requiring the art, science, knowledge, experience, skill and ability to layout and perform the following operations as covered by this Agreement.

1. All painting, application and installation of protective coatings, lines, arrows, bumpers and curbs, etc., on parking lots, air fields, highways, game courts and other such surfaces.

2. The handling, painting and installing of all car stops. traffic regulatory signs and any other type of sign installed for the purpose of regulating traffic on such surfaces.

3. The installation of temporary and/or permanent traffic delineating devices, including, but not limited to, striping, thermoplastics, delineators and reflective traffic tapes

4. The installation of parking gates, ticket spitters, parking meters and other such mechanical and automatic control devices.

5. Pavement markers.

6. Line removals.

7. Installation of guard rails, posts and protective devices.

8. Manufacturing and installation of all car stops, i.e. metal, wood, concrete and plastics, etc., and all traffic regulator materials.

9. Manufacturing, painting, stenciling, repairing, placing and removal of traffic safety and control devices barricades.

10. Manufacturing of all thermoplastics, paints, and pavement markers.

11. The preparation and maintenance of all surfaces, as outlined above.

12. Traffic control includes all aspects of controlling traffic on all new construction, maintenance, and rehab work involving roads and/or freeways.

Enhancement of Productivity - The parties recognize that it is essential to enhance productivity on the jobsite. It is therefore agreed by the parties that the Individual Employer may establish a

composite crew consisting of Laborers and Painters in such proportion as are respective of the type of work to be performed. These composite crew members will not be restricted as to the duties they will perform while working on the assigned work. The determination of crew size, number of crews and foreman for the composite crew will be solely the responsibility of the Individual Employer. This understanding shall not be construed to mean that any craft has relinquished in any way its traditional, historic craft jurisdiction, nor shall this understanding be used as a basis for establishing craft jurisdictional claims by any Union or work assignments by the Individual Employer.

## ARTICLE 8. HOURS OF WORK

A. Eight (8) working hours in any one day; twenty-four (24) consecutive hours, shall constitute a full shift. Additional hours or shifts may be worked within the same day at straight time if there is a minimum eight (8) hours per shift and up to twelve (12) hours per shift, shall be overtime hours payable at one and one-half (1½) times the regular rate of pay. However no overtime shall be paid when there is at least an eight (8) hour break between shifts. Failure to have an eight (8) hour break between shifts, where the same Employee is required to work, shall be payable at the overtime rate of one and one-half (1½) times the regular rate of pay. All hours of work in excess of twelve (12) consecutive hours shall be payable at double time; two (2) times the regular rate of pay. All hours of work in excess of forty (40) hours in any one designated work week; seven (7) consecutive calendar days, shall be overtime hours payable at one and one-half (1½) times the regular rate of pay. Each Employer shall have the right to designate its own "work day" and "work week" for the purposes of this ARTICLE.

B. Time off shall not be taken to compensate for any overtime hours worked.

C. Employees who report for work, and for whom no work is provided, shall receive a minimum of two (2) hours work payable at the regular rate of pay. Employees shall be considered as having been ordered to work if, after checking with the foremen or Employer, they failed to notify the Employee not to report for work. This sub-section excludes acts of God, i.e. weather and earthquakes, etc., and equipment failure.

D. 4 x 10 Workday. It is agreed that the employer may choose to operate on a 4 10-hr. day workweek consistent with Federal and State law.

## ARTICLE 9. UNION MEMBERSHIP

A. For the purpose of this Agreement, a Member in good standing is defined to mean the tender of uniform initiation fees and the current month's dues, as defined in **ARTICLE 6**, and being in the employ of an Employer contractor in good standing with this Agreement.

B. The Employer agrees that not more than one (1) principal of the company shall work in the field with the tools of the trade. If the Employer has no Employees, then the company principal shall be required to join the Union. For the purpose of this Agreement, company principal shall be defined to mean owners, partners, corporate officers, and directors.

B. Each Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreement specified herein establishing said Funds and any amendment or modifications [or amendments or modifications]. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory Employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory Employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

C. The Health and Welfare Plan shall be supplemented to Provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the Provisions of the Laborers Pension Trust Fund for Northern California.

D. The Union and the Employer agree that the Employer covered by this Agreement may continue the coverage of their supervisory personnel above the rank of foreman in the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training and Retraining Trust Fund for Northern California, by paying into all Trust monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in this Agreement, regardless of the hours worked by any such employee in a month, provide, however, the Employer having made on (1) payment on an employee shall continue to make such payment so long as the employee is in his employ.

## ARTICLE 21. CATEGORIES OF WORK

A. Public Work on...Roadways, Highways, Freeways, Airports, Runways and Heliports, Etc.

1. Striping Definition: operations including, but not limited to, the layout and application of painted traffic stripes and markings, hot thermoplastic traffic stripes and marking and tape traffic stripes and markings.

2. Pavement Markers Definition: Operation including, but not limited to, the layout and application of pavement markers and adhesives and all related surface preparation work (sandblasting, waterblasting and grinding, etc.).

3. Traffic Delineating Device Applicator (TDDA) Definition: Operations including, but not limited to, the manufacturing, layout and installation of traffic signs, delineators, object markers, rumble bars, raised traffic bars, guide markers and all other traffic protective delineating devices related to highway and road work.

4. Surface Sandblasting Definition: Operations including, but not limited to, the abrasive removal of traffic lines and marking utilizing sandblasting, waterblasting, shotblasting, grinding or any other abrasive removal techniques.

5. Protective Delineating System Definition: Operations including, but not limited to, the manufacturing, removing, relocating and installing permanently affixed roadside and parking delineation barricades and guard rails, cable anchors and reference markers (monument).

6. Traffic Controlperson Definition: The sole operation of this individual is to control and direct traffic through conventional and moving lane closures. Additional services may include, but not be limited to, the labor for the placement of directional cones, lights, arrows, temporary construction area signs, barricades (with or without flasher lights), trucks with safety crash cushions, lighted message boards, or type I and type II arrow boards that serve to warn traffic of approaching construction sites. Also, these services shall cover labor for the flag person (assigned or trained for this job) warning traffic by paddle sign to stop or control speed.

B. Public Work On...Parking Lots, Playgrounds, and Game Courts.

1. Striping Definition: Operations including, but not limited to, the removal, layout and application of painted lines and markings.

2. Wheelstop Installation Definition: operations including, but not limited to, the application of all types of wheelstops.

## ARTICLE 22. SKILL LEVELS (PAINTERS LOCAL UNION 1176 AND NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS LOCAL UNIONS)

A. Public Work on...Roadways, Highways, Freeways, Airports, Runways and Heliports, Etc.

1. Trainee Step I Definition: A person who has limited use of the tools of the trade and who is being trained under the direct supervision of a journeyperson.

2. Trainee Step II Definition: A trainee who has limited use of the tools of the trade and who is being trained, over a period of time, under the direct supervision of a journeyperson.

3. Trainee Step III Definition: A trainee who has completed Step I and Step II who has unlimited use of the tools of the trade and who is being trained, over a period of time, under the direct supervision of a journeyperson.

4. Serviceperson Definition: A person who is employed for the purpose of doing those other jobs, such as stock clerk, equipment maintenance and repair work, not directly related to the application and removal of directional materials.

5. Journeyperson Definition: A person who has attained the skills and abilities for a particular category of work (see **ARTICLE 21**). These skills and abilities shall include, but not be limited to, layout, reading and following plans and specifications, operation of all related equipment, and all aspects of traffic safety.

6. Foreperson Definition: A journeyperson who is in charge of a crew.

B. Public Works on...Parking Lots, Playgrounds and Game Courts.

1. Journeyperson Definition: A person who has attained the skills and abilities for all aspects of parking lot striping and specifications and operation of all related equipment, installation of bumper blocks.

## ARTICLE 23. TRAINEE PROGRAM & RATES FOR PUBLIC WORKS FOR MEMBERS OF PAINTERS LOCAL UNION 1176 & NCDCL.

The Trainee Program is designed to provide on the job training that is supervised by a journeyperson for work performed on roadways, highways, freeways, airports, and game courts. This shall be accomplished in three steps as follows;

| | Base Wage | Vacation Pay | Health & Welfare | Pension | Training | Total Wage |
|---|---|---|---|---|---|---|
| **Painter** | | | | | | |
| 1st 2000 hrs | $12.50 | $1.42 | $3.00 | $0.00 | $0.00 | $16.92 |
| 2nd 2000 hrs | 13.50 | 1.42 | 3.00 | 1.00 | 0.00 | 18.92 |
| 3rd 2000 hrs | 15.00 | 1.42 | 3.00 | 1.00 | 0.00 | 20.42 |
| **Laborers** | | | | | | |
| 1st 2000 hrs | $11.82 | $2.10 | $2.24 | $0.00 | $0.23 | $16.39 |
| 2nd 2000 hrs | 12.82 | 2.10 | 2.24 | 2.16 | 0.23 | 19.55 |
| 3rd 2000 hrs | 14.32 | 2.10 | 2.24 | 2.16 | 0.23 | 21.05 |

After trainees complete a total of six thousand (6,000) working hours they shall enter into the Journeyperson Program. A working hour, as referred to in this ARTICLE, shall be defined as one hour of actual labor performed in the craft and does not include any travel time.

## ARTICLE 24. JOURNEYPERSON PROGRAM FOR PUBLIC WORKS - PAINTERS LOCAL NUMBER 1176 AND NCDCL

The Journeyperson Program is designed to recognize one level of journeyperson classification for work performed on roadways, highways, freeways, airports, runways and heliports, etc. The defined classification is as follows:

1. Journeyperson Definition: A person who is qualified in any of the classifications of work referred to in **ARTICLE 21** and has attained the appropriate skill level outlined in **ARTICLE 22 A.5**.

## ARTICLE 25. RECORDS - PAINTERS LOCAL NUMBER 1176 AND NCDCL

All records for the Trainee Program and the Journeyperson Program shall be maintained by the Employer and the Union. After twenty-four (24) hour's notification to the Employer, the Union shall have the right to inspect any such records.

## ARTICLE 26. JOURNEYPERSON TO TRAINEE RATIO

A. It is mutually agreed by all parties hereto that the success of the Trainee Program is directly related to the availability of journeypersons.

B. In the event of a two (2) person crew, one shall be a journeyperson and the other may be a trainee, however, in no event shall a trainee perform work without the presence of a journey person.

C. The number of Painter trainees shall not exceed one (1) Painter trainee for each Painter Journey person. The number of entry level Laborers shall not exceed one (1) entry level Laborer for each Laborer Journey person. These ratios shall be per Employer payroll.

## ARTICLE 27. WAGES

Wage Determinations For The Following Localities Within:
Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

A. Public Works On…Roadways, Highways, Freeways, Airports, Runways and Heliports, Etc.

1. A foreperson shall receive one dollar ($1.00) per hour above the journeyperson wage.

2. Travel time is to be paid at one and one-half (1½) times the travel time hourly wage.