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HOLIDAY PROVISIONS

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

200-X-17
110L

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

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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.

ARTICLE 16. VACATION AND HOLIDAY FUND FOR MEMBERS OF PAINTERS LOCAL UNION 1176

A. There is hereby established a Vacation and Holiday Fund which becomes part and parcel of this Agreement. There shall be a Board of Trustees consisting of four (4) person, two (2) Employer Trustees selected by the Association and two (2) Union Trustee; two (2) selected by Local Union 1176.

B. The Employer agrees to, and shall be bound by, all the terms, conditions and provisions of the Vacation and Holiday Fund and any changes, additions or amendments hereto, or hereafter made, creating the Vacation and Holiday fund. The Employer to this Agreement shall pay and contribute to said Fund, the amounts as outlined in **ARTICLE 19.**

C. For each hour worked, exclusive of travel time, by each Employee of any Employer on all work covered by this Agreement, the payment and contributions that are provided for herein shall be made in accordance with this Agreement and the regulations prescribed by the Board of Trustees of the Vacation and Holiday Fund.

D. Such contributions shall be made monthly on the first (1st) day of each month to the office of the fund and each monthly payment shall include contributions for all hours worked during the previous month.

E. Employers shall include in the gross wages, all contributions to the Vacation and Holiday fund and pay all appropriate taxes, including withholding taxes thereon, before transmittal to the Fund.

F. All Employers hereto recognize and agree that prompt payments of contributions are essential to the operation of the Fund and payment of benefits. They further recognize and agree that it would be extremely difficult, if not impossible, to fix the actual damages and expenses to the Fund resulting from the failure of an Employer to make timely contributions. Payments not postmarked by the twentieth (20th) of the current month shall, thereupon, become delinquent. For any such delinquent payments, the Employer shall pay the Fund an appropriate delinquency assessment as determined by the Board of Trustees.

G. In the event the Trustees take action to enforce the collection of delinquent payments, the Employer shall be liable for all reasonable costs, i.e. attorney fees, accounting fees, cost of attachment of a bone, court fees and any other expenses, that are incurred by the Trustees in taking said action.

ARTICLE 17. HOLIDAYS FOR MEMBERS OF PAINTERS LOCAL UNION 1176 AND NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Recognized holidays shall be New Years' Day, Memorial Day, the Fourth (4th) of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve and Christmas Day, regardless of the day of the week on which they fall. When holidays fall on a Sunday, the following Monday shall

be observed as the Holiday. Employees required to work on any of the paid holidays shall receive two (2) times their rate of straight time pay.

Vacations: (For purposes of scheduling vacations for members of Painters Local 1176)

Employees shall be entitled to one (1) week's vacation after one (1) year of service, two (2) weeks' vacation after two (2) years' of service, three (3) weeks' vacation after five (5) years' of service and four (4) weeks' vacation after ten (10) years of service. All vacations will be scheduled in accordance with the employers company policy and with the approval of the employer.

ARTICLE 18. HEALTH AND WELFARE, DENTAL, DRUGS AND VISION FOR MEMBERS OF PAINTERS LOCAL UNION 1176.

A. The Employer hereby stipulates and agrees to pay to the Automotive Industries Welfare Fund monthly payments for fringe benefits as outlined in **ARTICLE 19.**

It is understood and agreed that the Employer shall continue to provide Employees and their dependents with the fringe benefits of the Automotive Industries Welfare Fund. These benefits shall be as following:

1. Automotive Industries Welfare Fund:

Group medical, hospital, surgical, dental, orthodontics, prescription drugs and vision insurance benefits plus a life insurance benefit for the Employee in the amount of fifty thousand dollars ($50,000.00).

B. Payments to the Fund are to begin with the first (1st) day of employment and shall be due and payable on the first (1st) of each and every month for all hours worked by all Employees during the preceding month. Such payments shall become delinquent on the twentieth (20th) day of the month and shall be subject to the same penalties as provided under the provisions of **ARTICLE 16.**

C. During the life of this Agreement, the Employer shall continue to maintain the level of fringe benefits as determined, from time to time, by the Trustees of the Automotive Industries Welfare Fund.

D. The Administrator (Trustee) will provide a separate bank account for the contributions received and, from that account, the full premium for fringe benefits will be paid to the Automotive Industries Welfare Fund.

E. For a work related injury, the Employer agrees to guarantee health and welfare benefits for three (3) months following the date of injury. For a non-work related injury, the Employer agrees to guarantee health and welfare benefits for one (1) month following the date of injury.