



SCOPE OF WORK PROVISIONS

FOR

PAINTER:

BRUSH & SPRAY; INDUSTRIAL PAINTER;
SANDBLASTER, WATERBLASTER, STEAMCLEANER; EXOTIC
MATERIALS; PAPERHANGER, WALLCOVERING, LEAD
ABATEMENT; METALIZING AND THERMAL SPRAY

IN

ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,
MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO,
SANTA CLARA, SANTA CRUZ, SOLANO AND SONOMA COUNTIES

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**NORTHERN CALIFORNIA
DISTRICT COUNCIL
OF LABORERS**

Fax

To: Alicia/DIR Prevailing Wage Department From: Cedric Porter

Fax: 415-703-4771 Pages: 1

Re: Laborers' Scope of Work for Lead Removal Date: January 26, 2006

cc:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ As Requested ☐ As Discussed

Comments: The scope of work "Lead Removal" as described in the Laborers' Asbestos and Lead Agreement is completely different from the Painters lead description.

The Laborers' "Lead Removal" scope of work covers: "the removal and abatement of any construction materials which contain lead as prescribed in state regulations," prior to demolition or reconstruction. Removal and abatement are not an incidental function for the Painter.

The Painter's limitation on lead contaminated surfaces is work described as the sealing and preparation of surfaces for painting.

If you have any further questions about the Laborers' scope of work, please do not hesitate to call.

RECEIVED
Department of Industrial Relations

JAN 26 2006

Div. of Labor Statistics & Research
Chief's Office

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7/20/99/02/01-00

**GENE MASSEY
BUSINESS MANAGER/SECRETARY-
TREASURER**

2705 Constitution Drive, Livermore CA 94551
Phone (925) 245-1080 FAX (925) 245-1084



Fax

To:	Alicia Petalver	From:	Doug Christopher
Fax:	415-703-4771	Pages:	(INC. COVER) 2
Phone:		Date:	2/8/06
Re:	Laborers' Scope of Work Agreement	cc:	
		RECEIVED Department of Industrial Relations FEB 08 2006 Div. of Labor Statistics & Research Chief's Office	
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

Per your fax request dated Jan. 27, 2006...

The content of the Worker Lead Abatement curriculum approved by the Department of Health Services of the State of California is deliberately one dimensional across the Trades. It addresses the Policies, Guidelines and Procedures for the safe removal and handling of Lead-based paint and the surfaces it occupies.

Individual Trades then take those Policies, Guidelines and Procedures and employ them within the context of the work that specific trade performs.

The Painter is a Finish Artisan not a Demolitionist.

To compare the functional work description of a Laborer and a Journey Level Painter is disingenuous.

The Laborer performs tasks, as described in their own Lead Removal description as: "Removal and Abatement of construction materials" as in demolition and clean up; not remodeling or rehabilitation of existing surfaces which remain in place.

February 8, 2006

A Painter's task is not to "abate" demolished cabinets, doors, windows and walls by putting them into the appropriate plastic bag; any more than it is the job of a Laborer to remove lead-based paint from any surface. "Paint" is the venue of the Painter, and "Labor" is the venue of the Laborer.

The Painter prepares those same surfaces, preserving them in place, to receive new Color and Materials having mechanically or chemically removed the offending Lead-based paint, replacing it with compliant materials.

It is correct to say that removal and abatement, within the context of demolition as performed by a Laborer, are not an incidental function of the Painter.

To be precise, the removal of lead-based paint, preserving the surface material, and applying a new coat of environmentally compliant material without destroying that surface is an elementary function of the painter.

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Department of Industrial Relations

JUL 24 2017

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Office of the Director-Research

**ARTICLE 1
DURATION**

Section 1. This Agreement is made and entered into this first day of July 2017 between the Northern California Painting and Finishing Contractors Association or their Successor, thereof, and/or Individual Employers who are signatory or may become signatory to this Agreement, and are actively engaged in the Painting Industry, hereinafter referred to as the "Employer" and District Council 16, hereinafter referred to as the "Union". This Agreement shall continue until June 30, 2020. 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.

ARTICLE 4

SCOPE OF WORK COVERED BY THIS AGREEMENT

Section 1. 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.

- (a) Work or services pertaining to the painting, of all drywall and thin wall type surfaces, flushing or concrete surfaces, caulking and sealants between sheet rock walls and/or ceilings and floors of other materials.
- (b) 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.
- (c) Work or services pertaining to the application of protective coatings or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethanes, etc., or any new products of this nature including the application to floor surfaces.
- (d) Work or services pertaining to the applications of bond breaker, water repellant, damp proofing and/or waterproofing materials of all types.
- (e) Work or services pertaining to the finishing and surface preparation on all hardwood or softwood floors and furniture at jobsites.
- (f) Work or services pertaining to the priming and finish coats on fabricated metal or steel products.
- (g) Work or services pertaining to the application of all fire retardant, fire proofing and/or insulation materials used on structural items or as architectural finishes.
- (h) Work or services pertaining to the cleaning, polishing and refinishing of metal and masonry surfaces.
- (i) Work or services pertaining to “steeplejack work”.
- (j) Work or services pertaining to surface preparation and decoration of all types; including sandblasting, steam cleaning, building washing,

hydro blasting, water blasting and all the methods used in the removal of previously painted surfaces;

- (l) Work or services pertaining to lead removal and encapsulation.
- (n) All products and methods of application which have or may be awarded to the Painters International through jurisdictional procedures.

Section 2. 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, aerial lifts, forklifts 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.

Section 7. HIGH TIME -

- (d) When performing any work from or to a suspended platform such as Safespan, QuickDeck, or comparable platform systems on bridge and overpass type of work, the employee shall be paid an additional amount per hour above the Taxable Net Wage as follows:

January 1, 2018 - \$1.00

January 1, 2019 - \$2.00

January 1, 2020 - \$3.00

Section 8. SPRAY WORK - Employees spraying, sandblasting, water blasting or steam cleaning on Industrial Work

Section 9. INDUSTRIAL PAINTING - Employees performing painting work on industrial projects

Section 10. WALLCOVERING - Employees applying wall covering

Section 11. EXOTIC MATERIALS - Employees applying any materials or coatings where the application must be certified by the manufacturer,

Section 12. LEAD ABATEMENT/REMOVAL – Employees performing lead abatement/removal and maintains a current 24 hour lead certification

Section 13. METALIZING & THERMAL SPRAY APPLICATION – All employees working on a crew that is applying industrial coatings with a heat source (flame or other) and a coating material in a powder or wire form, such as Thermal Spray, Plasma Spray, HVOF, Arc Spray, Flame Spray, or metalizing,