DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



## SCOPE OF WORK PROVISIONS

### FOR

## PAINTER: GRAFFITI REMOVAL WORKER GRAFFITI REMOVAL WORKER 1 GRAFFITI REMOVAL WORKER 2

IN

### IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

# **GRAFFITI REMOVAL**

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

# PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36

And

# **CESAR'S PAINTING**

RECEIVED Department of Industrial Relations

MAR 1 9 2019

Office of the Director-Research

FEBRUARY 1, 2019 THROUGH JANUARY 31, 2022



# Painters & Allied Trades District Council 36

Luis F. Robles Business Manager DRYWALL FINISHERS, FLOORLAYERS, GLAZIERS, PAINTERS, TRADESHOW & SIGNCRAFT

First Class US Mail

RECEIVED Department of Industrial Relations

August 19, 2019

AUG 1 9 2019

Office of the Director-Research

Ken Lau Department of Industrial Relations Office of Director - Legal Unit 1515 Clay Street, Suite 701 Oakland, CA 94612

RE: Response to Letter of August 14, 2019 Requesting Comment of Correspondence Submitted by the Southern California District Council of Laborers

Dear Mr. Lau:

I write in response to your letter of August 14, 2019. The Graffiti Removal CBA with Cesar's Painting covers stand-alone, paint-over graffiti removal, so the letter from the southern California District Council of Laborers confirms that this classification does not overlap with the claims by the Southern California District Council of Laborers.

This letter does not concede the validity of the claims by the Southern California District Council of Laborers, only that those claims do not overlap with the Graffiti Removal CBA with Cesar's Painting.

If you have any questions regarding this matter please do not hesitate to contact me or Ana Hanson, Executive Assistant.

Sincerely,

Luis F. Robles Business Manager/Secretary-Treasurer

C: Robert Smith, DOP Hyejin Chang, Contracts Administrator

(626) 584-9925



0.66.070

#### SOUTHERN CALIFORNIA DISTRICT COUNCIL

# LABORERS

APPELIATED WITH

#### LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

SERGIO RASCON

JON P. PRECIADO Business Manager ERNESTO J. ORDONEZ Secretary-Translater

4399 Santa Anita Ave. • Suite 205 • El Monte, CA 91731 • Tel (626) 350-5900 • Fax (626) 350-7583

August 5, 2019

SENT VIA EMAIL:klau@dir.ca.gov Ken Lau Department of Industrial Relations State of California 1121 L. Street, Suite 502 Sacramento, CA 95814

Re: Graffiti Removal in Southern California (12 Countles)

Dear Mr. Lau:

Please accept this letter and its contents to clarify that there is no overlap with respect to graffiti removal between the Painters and Ailed Trades District Council 36 (Cesar's Painting) and the Southern California District Council of Laborers in the tweive Southern California counties. The following is what we will agree to as the parameters to claiming there is no overlap with respect to graffiti removal.

"The Southern California District Council of Laborers Master Labor Agreement covers only graffiti removal work that is done as a part of, or in conjunction with, a construction, alteration, demolition, installation, maintenance or repair project. The Master Labor Agreement does not cover standalone graffiti removal projects involving routine and recurring removal of graffiti utilizing the paint over method only. When mechanical equipment is utilized for graffiti removal, such as, but not limited to, sandbiasters, water biasters, scariflers, arinders, etc. or where hand-held scrappers and/or hand application of determents or solvents are utilized to remove the arafiiti. It is covered by the Master Labor Agreement, for the purpose of keeping buildings and infrastructure in the public rights-of-way in a safe and continually usable condition. Strictly utilizing point to cover up graffiti is not covered by the Master Labor Agreement and accordingly, the Master Labor Agreement does not overlap with the collective bargaining agreement between the Painters and Allied Trades District Council 36 and Cesar's Pointing, which applies only to standalone paint over graffiti removal (abatement projects."



Ken Lau August 5, 2019 Page 2

If you have any questions, or need additional clarification, please let me know. Thank you.

Sincerely,

SOUTHERN CALIFORNIA DISTRICT COUNCIL DE TABORERS

Jon P. Preciado Business Manager

Cc: J. Rocco Davis (via email) Ernesto Ordonez (via email) Jose Mejia (via email) Benito Robles (via email) Rick Smiles (via email) Leticia Balandran (via email)

### GRAFFITI REMOVAL COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February, 2019 by and between the EMPLOYER and PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36, hereinafter referred to as the "UNION".

ARTICLE ONE UNION RECOGNITION, JURISDICTION AND COVERAGE

Section 5. The following work of the Painters' Trade covered by this Agreement shall include the preparation of all surfaces and application of materials for the removal/abatement of graffiti and other work related to Graffiti Removal that may be agreed to between the Union and the Employer.



# Painters & Allied Trades District Council 36

Luis F. Robles Business Manager DRYWALL FINISHERS, FLOORLAYERS, GLAZIERS, PAINTERS, TRADESHOW & SIGNCRAFT

August 28, 2019

### VIA EMAIL

Ms. Maria Robbins California Department of Industrial Relations Office of the Director Research Unit P.O. Box 420603 San Francisco, CA 94142-0603 RECEIVED Department of Industrial Relations AUG 2 8 2019 Office of the Director-Research

Re: Clarification on Graffiti Removal Painter Periods 1 & 2

Dear Ms. Robbins:

In response to your inquiry of 8/22/19 regarding the various levels of Graffiti Removal Workers (GRW), this is meant to clarify that GRW's perform the same scope of work and that pay is based on level of experience and safety training. The term "period" is not meant to refer to an apprenticeship level.

- Graffiti Removal Worker Period 1 0 to 1 year of experience and safety training
- Graffiti Removal Worker Period 2 1 to 3 years of experience and safety training
- Graffiti Removal Worker Journeyman 3 or more years of experience and safety training

If you have any further questions regarding this matter please do not hesitate to contact me at 626-296-8034.

Sincerely,

Luis F. Robles Business Manager

Enclosure(s)

cc: Ana Hanson, DC36 Exec. Asst. Hyejin Chang, Contracts Admin

(800) 841-4366

(626) 584-9925