

SCOPE OF WORK PROVISIONS

CRAFT/CLASSIFICATION

Painter: Graffiti Removal Worker; Graffiti Removal Worker 1; Graffiti Removal Worker 2

ID

200-X-3

LOCALITY

Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties

Response to Letter of August 14, 2019

(Letter dated August 19, 2019 from Painters & Allied Trades, District Council 36)

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.

Re: Graffiti Removal in Southern California (12 Counties)

(Letter dated August 5, 2019 from Southern California District Council of Laborers)

Please accept this letter and its contents to clarify that there is no overlap with respect to graffiti removal between the Painters and Allied Trades District Council 36 (Cesar's Painting) and the Southern California District Council of Laborers in the twelve 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 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, sandblasters, water blasters, scarifiers, grinders, etc. or where hand-held scrapers and/or hand application of detergents or solvents are utilized to remove the graffiti, 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 paint 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 Painting, which applies only to standalone paint over graffiti removal projects."

Re: Clarification on Graffiti Removal Painter Periods 1 & 2

(Letter dated August 28, 2019 from Painters & Allied Trades, District Council 36)

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

SCOPE OF WORK

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.