

## 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



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**INTERIM DETERMINATION FOR THE CRAFT/CLASSIFICATIONS OF PAINTER: GRAFFITI REMOVAL WORKER,  
GRAFFITI REMOVAL WORKER 1, AND GRAFFITI REMOVAL WORKER 2  
(APPLIES ONLY TO PAINT-OVER METHOD)**

**ISSUE DATE:** September 3, 2019

**EXPIRATION DATE OF DETERMINATION:** January 31, 2020\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**This determination applies to projects advertised for bids on or after September 13, 2019.**

CLASSIFICATION (Journey person)	Employer Payments						Straight-time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 ½X	Saturday <sup>a</sup> 1 ½X	Sunday/ Holiday 2X
Graffiti Removal Worker 1 <sup>b</sup>	\$15.00	7.40	0.14	-	0.60	-	8	\$23.14	\$30.64	\$30.64	\$38.14
Graffiti Removal Worker 2 <sup>c</sup>	\$15.87	7.40	0.14	-	0.60	-	8	\$24.01	\$31.95	\$31.95	\$39.88
Graffiti Removal Worker	\$21.00	7.40	0.14	-	0.60	-	8	\$29.14	\$39.64	\$39.64	\$50.14

<sup>a</sup> Rate applies to the first 12 hours worked on Saturday. All other time is paid at the Sunday and holiday overtime rate.

<sup>b</sup> Rate applies to the first 12 months of experience.

<sup>c</sup> Rate applies after 12 months through 36 months of experience.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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## HOLIDAY 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 19 2019

Office of the Director-Research

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FEBRUARY 1, 2019 THROUGH JANUARY 31, 2022

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## ARTICLE TWELVE HOLIDAYS

**Section 1.** The recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Double the regular rate of pay shall be paid for work performed on the above listed holidays.

A holiday that falls on a Sunday shall be deemed to fall on the following Monday. A Holiday that falls on a Saturday shall be deemed to fall as a holiday on the prior Friday.



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## 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,  
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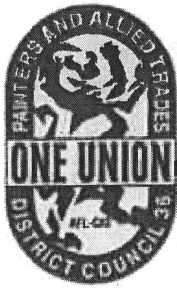
MAR 19 2019

Office of the Director-Research

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FEBRUARY 1, 2019 THROUGH JANUARY 31, 2022

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## 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 19 2019**

**Ken Lau**

Department of Industrial Relations

Office of Director - Legal Unit

1515 Clay Street, Suite 701

Oakland, CA 94612

Office of the Director-Research

**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**

**SOUTHERN CALIFORNIA DISTRICT COUNCIL  
OF  
LABORERS**

**AFFILIATED WITH**

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

**SERGIO RASCON**  
*President*

**JON P. PRECIADO**  
*Business Manager*

**ERNESTO J. ORDONEZ**  
*Secretary-Treasurer*

**4399 Santa Anita Ave. • Suite 205 • El Monte, CA 91731 • Tel (626) 350-6900 • Fax (626) 350-7383**

**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 Counties)**

**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 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 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, 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/abatement projects."**

**Feel the Power**  
**LiUNA!**

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 OF LABORERS



Jon P. Preclado  
Business Manager

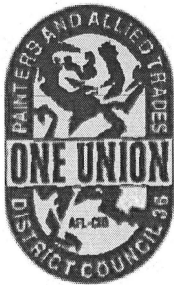
Cc: J. Rocco Davis (via email)  
Ernesto Ordonez (via email)  
Jose Mejia (via email)  
Benito Robles (via email)  
Rick Smiles (via email)  
Leticia Balandran (via email)

**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**

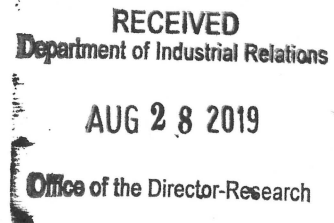
Business Manager

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



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

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## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**PAINTER:  
GRAFFITI REMOVAL WORKER  
GRAFFITI REMOVAL WORKER 1  
GRAFFITI REMOVAL WORKER 2**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
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ARTICLE ELEVEN  
GENERAL CONDITIONS

**Section 1.** When an employee is required by the performance of his duties to incur parking expenses because of no free parking provided in the immediate vicinity of the job site, the Employer shall pay for such reasonable parking expense incurred, provided the employee submits a parking check stub establishing the actual cost of parking.