

**2006-2010**

**AUTOMOTIVE, MARINE & SPECIALTY PAINTERS  
LOCAL NUMBER 1176**

**AND**

**THE NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF LABORERS**

**AND**

**THE ENGINEERING AND UTILITY  
CONTRACTORS ASSOCIATION**

**NORTHERN CALIFORNIA  
PARKING AND HIGHWAY IMPROVEMENT AGREEMENT**

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PARKING AND 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 3. FRINGE BENEFITS**

Fringe benefits shall be those fringe benefits as set forth in **ARTICLE 19** and shall be part and parcel of this Agreement.

## **ARTICLE 4. RECOGNITION OF REPRESENTATIVES**

The contractor hereby recognizes the Automotive Marine & Specialty Painters Local Number 1176 and the Northern California District Council of Laborers as the sole and exclusive collective bargaining representative of all Employees of the Employer contractors signatory hereto and recognizes the Engineering and Utility Contractors Association as the sole and exclusive collective bargaining representative of all Employers whose principal business is that which is covered by this Agreement and over whom the Automotive Marine & Specialty Painters Local Number 1176 and the Northern California District Council of Laborers has jurisdiction of their Employees, as such jurisdiction is defined by the Building and Construction Trades Department of the American Federation of Labor- AFL-CIO.

## **ARTICLE 5. EQUAL EMPLOYMENT**

- A. The Employer and the Unions subscribe to the principle of equal employment opportunity and, accordingly, neither the Employer nor the Unions shall discriminate, nor cause, nor attempt to cause, the other to discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, national origin, ancestry, physical handicap, or age, provided, however, that the above prohibitions, with respect to age, are limited in accordance with the Law.
  
- B. The Employer and the Unions agree that the intent of this **ARTICLE** is to restate California and Federal Law with respect to equal employment opportunity. Should any provisions of this Agreement, at any time during its life, be found to be in conflict with any such Laws, as such Laws may be amended by legislation or interpreted by any appellate court, then such provisions shall continue in effect only to the extent permissible under applicable Laws.

## **ARTICLE 6. UNION RECOGNITION**

A. Intent

It is the intention of this Agreement that all Employees covered hereby shall be, or become, forthwith upon employment, (and remaining continuously employed) members in good standing with either the Automotive Marine & Specialty Painters Local Number 1176 or the Northern California District Council of Laborers Local Union signatory hereto on whose behalf this Agreement is executed as a condition of employment.

In the employment of persons for work covered by the Automotive Marine & Specialty Painters Local Number 1176, the following provisions shall govern:

B. Hiring Procedure

1. The Union shall establish and maintain an open non-discriminatory employment list for employment of workers of this particular trade, including journey persons and helpers, etc., previously employed by Employers in the multi-unit included in this Agreement and for non-Member workers who may make application for placement on the list.
2. Whenever desiring to employ workers, the Employer shall call upon the Union or its representative for any such workers as may, from time to time, be needed and the Union or its representative shall immediately furnish the Employer with the required number of qualified and competent workers, provided, however, that the Employer shall have complete freedom of selectivity in hiring. The Employer shall also have complete freedom to discharge any Employee for any cause which is deemed sufficient, provided that there shall be no discrimination on the part of the Employer against any Employee for any Union activity.
3. The Union or its representative shall furnish the Employer with a referral listing of all available competent workers taken from the Union's open listing in the manner following:
  - a. Workers who have been recently laid-off or terminated by the Employer or by any other Employer within the multi-unit herein and whom the Employer desires to re-employ, provided they are available for employment.
  - b. Workers who have been employed by Employers within the multi-unit during the previous ten (10) years.
  - c. Workers whose names are entered on the listing referred to above and who are available for employment.
4. Reasonable advance notice shall be given by the Employer to the Union or its representative upon ordering any needed workers. In the event that within twenty-four (24) hours of receipt of such notice the Union or its representative should not furnish such workers, the Employer may procure workers from any other source or

sources except from another Union.

5. The Employer agrees that, when a new Employee is hired, the Employee shall immediately report to the Union for the purpose of informing the Union that he/she has been hired and intends to assume employment. To implement this procedure, the Union agrees to furnish the Employee so reporting with written evidence of such contact and said evidence is to be filed by the Employee with the shop steward and the Employer involved.
6. When workers are employed, or in the event of failure of the workers to sign a Dues Deduction Authorization Card, the Employer shall, within twenty-four (24) hours following the seventh (7<sup>th</sup>) working day of employment, report to the Union the Employee's name, social security number, address, telephone number, and rate of pay. It shall be mandatory that the Employer notify the Union, in writing, of any new hires, by sending to the Union signed approval of Administrative Dues Check-off Forms. Failure on the part of the Employer to so comply shall be deemed sufficient cause to shut-down any job, or show and require the Employer to pay wages for time lost to Union Member Employees until such time as the Employer complies with the notification requirements.

#### C. Seven Day Clause

1. All workers employed by the Employer for work other than the building and construction industry trade for a period of thirty (30) working days (continuously or accumulative) within the multi-unit covered by this Agreement, and all workers working for any one Employer on or after the thirtieth (30<sup>th</sup>) day following date of this Agreement, whichever is later, shall, as a condition of employment, become Members of the Union by tendering the full and uniform initiation fees in effect. All said workers accepted into Membership shall, thereafter, maintain their continuous good standing in the Union as a condition of employment by paying regular dues. In the event workers fail to tender the required initiation fees of dues in accordance with this sub-section, the Union shall notify the Employer, in writing, and the Employer shall discharge any such workers within forty-eight (48) hours (Saturdays, Sundays, and Holidays excepted). Notwithstanding anything to the contrary in this ARTICLE, it is agreed that the thirty (30) day period referred to in this sub-section shall be reduced to seven (7) working day following the beginning of such employment.
2. All Employees shall receive applicable wages and fringe benefits from the first day of employment. All employees who are discharged or quit prior to their seventh (7<sup>th</sup>) day of employment shall be paid the applicable fringe benefits directly on their paycheck.
3. The Employer agrees that at the date of publishing in the General Prevailing Wage Rates, new Employees shall receive past employment service credit in determining vacation contributions as follows:

- a. Effective upon completion of a thirty (30) day trial period.
- b. All past employment service will be based upon the total continuous employment with the Employers.
- c. To further implement this procedure, the Union agrees to furnish the Employer, upon request, written evidence of past service time after receiving notification of employment.

**Employment and Discharge (Applies to the Northern California District Council of Laborers' members only)**

D. Union Security

1. Every person performing work covered by this Agreement who is a member of the Union and in the employment of an Individual Employer on work covered by this Agreement on the effective date of this subsection D.1. shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) days of employment on such work following the beginning of such employment on the effective date of this revised subsection D.1., whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions generally applicable to other members.

If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this subsection, the Collective Bargaining Representative of the Employer and the Union will promptly enter into negotiations with regard to such subject.

2. The Individual Employer shall be required to discharge any employee pursuant to this subsection D.1. only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non-compliance, shall have been served upon such Individual Employer and a reasonable time (not to exceed 48 hours) has been allowed for compliance therewith.

E. Employment

1. The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the

Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 6 (D-F) of this Agreement.

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation, or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation, or consolidations becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than is specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

2. Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security Account Number, qualifications, and employment desired. Each such person shall be listed numerically in the order in which he/she registers.

In the territorial jurisdiction of the following Locals only; 73 Stockton, 139 Santa Rosa, 185 Sacramento, 270 San Jose, 291 (Napa Hiring Hall only), 294 Fresno, 297 Salinas, 326 Solano, and 1130 Modesto, a person may register by phone if his/her residence is more than 10 miles from the nearest hiring hall maintained by said Local.

Distance for interpreting this subsection shall be determined by using the nearest Class "A" road or highway.

3. No person shall be entitled to have his/her name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulative within a period of three (3) years immediately preceding the date of his/her registration.
4. The Individual Employer shall contact the appropriate hiring hall of the local Union having work and area jurisdiction for all workers as he/she may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent workers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection D, if such workers are available.
5. When requesting workers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of



the job, the reporting date and time, and the representative of the Individual Employer to be contacted on the job site.

6. The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent workers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference.

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions:

First,

- a. Notwithstanding any other provision of this Agreement, the Individual Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out-of-work list and if such person was employed previously by such Individual Employer or member of a joint venture within three years prior to such request with the territorial jurisdiction of the appropriate Local Union of the Union.
- b. In addition to requests permitted by the provision of Subsection 6.E.6.a., the Individual Employer may request any person registered on the Out-Of-Work List out of order for any reasons; provided, however, that at no time shall any job contain more than 50% of persons requested under subsection 6.E.6.b. It will not be a violation of this Agreement for an owner (1 person) to perform Laborers' work when needed provided that said owner is performing work with at least one (1) additional Laborer on the job site.
- c. Any Local Union, may at its option, permit a percentage of individual requests greater than 50% on any job. Such permission shall not be deemed a violation of this Agreement.
- d. Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months, shall not be restricted for any reason subject to Section D. Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:
  - (1) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and
  - (2) The Individual Employer shall notify the appropriate Local Union of

a job or project of more than five day's duration.

(3) In cases where an individual employer is found to have dispatched certain employees not eligible for mobility to a job site as defined herein, then the local Union having jurisdiction in the project area shall notify the employer of such violation or error. The employer, upon notification by the Union, shall within one working day, correct said violation or error to the satisfaction of the Union. Additional Laborers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All Laborers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Section 12 of this Agreement.

(4) No Employee of the Employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation, or winter shutdown.

e. No person shall be dispatched pursuant to the provisions of subsection 6.E.6.a., 6.E.6.b. or 6.E.6.c. of this Section unless the Individual Employer's request is in writing, dated, is signed by an appropriate management representative, specified whether the person is a rehire, and names of job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

7. Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence phone if they live at a location specified in subsection E.2. during dispatching hours, unless excused for the following reasons:

- a. When a death occurs in the immediate family, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death;
- b. Persons on jury duty, providing they produce bona fide proof that they are serving on a jury;

- c. Persons temporarily serving in the U.S. Military Reserve, providing they show bona fide proof of such service; or
  - d. Attendance at Workers' Compensation Hearing or any administrative or court appearance.
8. When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17½) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security Account Number of the employee procured from such other source or sources, the date of employment, and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.
9. Dispatching hours shall be as specified in subdivision (1) of this subsection E or as specified in the notice or notices submitted pursuant to subdivision (1) of this subsection E. In emergency cases, individuals may be dispatched other than at such dispatching hours.
10. Each person, upon being referred, shall receive a written referral to be transmitted to the Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment, and date of referral.
11. To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection E.7. Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection E must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection E.12. following, such person shall not be entitled to the position he/she held prior to his/her elimination in the event he/she re-registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection E.7.

12. Persons shall be eliminated from the registration list for the following reasons:
  - a. Dispatched to a job - except that any person who is rejected by the Individual Employer or who fails to complete two (2) full days of work shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred;
  - b. Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable to him/her;
  - c. Unavailable for employment; or
  - d. Any person dispatched to a job who fails to report for work.
13. Notwithstanding the provisions of this subsection E, upon the same notice as required in E.6.e. being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Laborer.
14. Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause, including, but limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section E.6.a. of this Agreement.
15. The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.
16. Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements, provided that the provisions hereof shall not modify or qualify the requirements of section D.
17. Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such

submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

The Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be Gerald R. McKay and notices required by this Section shall be mailed or delivered to P.O. Box 406, Burlingame, CA 94011-0406. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

F. Discharge

No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be on the sole judge of the qualifications of its members.

The Individual Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them.

No employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he/she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section E.12. hereof. The employer may discharge any employee for any violation of the employer's company policy provided there is just cause for termination and the grievance procedure may be used for company policy issues.

- 1. The Individual Employer may notify the Local Union hiring hall of all employees who have quit, been terminated, or recalled during the week. Such notification may be on a written form which will include the following information:

NAME OF EMPLOYER COMPANY  
NAME OF EMPLOYEE  
DATE OF TERMINATION  
DATE OF RECALL  
REASON FOR TERMINATION

- 2. No employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll except in accordance with Section E, except any transfer to and/or from a joint venture of which the Individual Employer is a partner.

## **ARTICLE 7. EMPLOYERS - SCOPE OF WORK**

Employers signatory to this Agreement shall be classified as contractors who are specialty contractors and whose principal contracting business is the execution of contracts requiring the art, science, knowledge, experience, skill, and ability to layout and perform the following operations as covered by this Agreement.

1. All painting, application, and installation of protective coatings, lines, arrows, bumpers, and curbs, etc., on parking lots, air fields, highways, game courts, and other such surfaces.
2. The handling, painting, and installing of all car stops, traffic regulatory signs, and any other type of sign installed for the purpose of regulating traffic on such surfaces.
3. The installation of temporary and/or permanent traffic delineating devices, including, but not limited to, striping, thermoplastics, delineators, and reflective traffic tapes.
4. The installation of parking gates, ticket spitters, parking meters, and other such mechanical and automatic control devices.
5. Pavement markers.
6. Line removals.
7. Installation of guard rails, posts, and protective devices.
8. Manufacturing and installation of all car stops, i.e. metal, wood, concrete, and plastics, etc., and all traffic regulator materials.
9. Manufacturing, painting, stenciling, repairing, placing, and removal of traffic safety and control devices barricades.
10. Manufacturing of all thermoplastics, paints, and pavement markers.
11. The preparation and maintenance of all surfaces, as outlined above.
12. Traffic control includes all aspects of controlling traffic on all new construction, maintenance, and rehab work involving roads and/or freeways.

Enhancement of Productivity - The parties recognize that it is essential to enhance productivity on the jobsite. It is therefore agreed by the parties that the Individual Employer may establish a composite crew consisting of Laborers and Painters in such proportion as are respective of the type of work to be performed. These composite crew members will not be restricted as to the duties they will perform while working on the assigned work. The determination of crew size, number of crews and foreman for the composite crew will be solely the responsibility of the Individual Employer. This understanding shall not be construed to mean that any craft has relinquished in any way its traditional, historic craft jurisdiction, nor shall this understanding be used as a basis for establishing craft jurisdictional claims by any Union or work assignments by the Individual Employer.

## **ARTICLE 8. HOURS OF WORK**

- A. Eight (8) working hours in any one day; twenty-four (24) consecutive hours, shall constitute a full shift. Additional hours or shifts may be worked within the same day at straight time if there is a minimum eight (8) hours per shift and up to twelve (12) hours per shift, shall be overtime hours payable at one and one-half (1½) times the regular rate of pay. However no overtime shall be paid when there is at least an eight (8) hour break between shifts. Failure to have an eight (8) hour break between shifts, where the same Employee is required to

work, shall be payable at the overtime rate of one and one-half (1½) times the regular rate of pay. All hours of work in excess of twelve (12) consecutive hours shall be payable at double time; two (2) times the regular rate of pay. All hours of work in excess of forty (40) hours in any one designated work week; seven (7) consecutive calendar days, shall be overtime hours payable at one and one-half (1½) times the regular rate of pay. Each Employer shall have the right to designate its own “work day” and “work week” for the purposes of this ARTICLE.

- B. Time off shall not be taken to compensate for any overtime hours worked.
- C. Employees who report for work, and for whom no work is provided, shall receive a minimum of two (2) hours work payable at the regular rate of pay. Employees shall be considered as having been ordered to work if, after checking with the foremen or Employer, they failed to notify the Employer not to report for work. This sub-section excludes acts of God, i.e. weather and earthquakes, etc., and equipment failure.
- D. 4 x 10 Workday. It is agreed that the employer may choose to operate on a 4 10-hr. day workweek consistent with Federal and State law.

#### **ARTICLE 9. UNION MEMBERSHIP**

- A. For the purpose of this Agreement, a Member in good standing is defined to mean the tender of uniform initiation fees and the current month’s dues, as defined in ARTICLE 6, and being in the employ of an Employer contractor in good standing with this Agreement.
- B. The Employer agrees that not more than one (1) principal of the company shall work in the field with the tools of the trade. If the Employer has no Employees, then the company principal shall be required to join the Union. For the purpose of this Agreement, company principal shall be defined to mean owners, partners, corporate officers, and directors.

#### **ARTICLE 10. RIGHT OF UNION REPRESENTATIVE**

- A. Upon presentation of proper credentials to an authorized representative of the Employer, either at the office or the job site, an authorized representative of either union signatory to this Agreement shall have reasonable access to the Employer’s establishment during working hours for the purpose of transacting legitimate Union business.
- B. The Union’s representatives shall have the right to examine payroll records for verification of, and adherence to, all conditions of this Agreement.

#### **ARTICLE 11. GRIEVANCE PROCEDURE**

- A. It is agreed that when either the Unions or the Employer has a complaint against the other party regarding a grievance which has not been amicably settled, first, by direct contact with the Employer, and second, by direct contact between the Union’s representative and the Employer’s representative, said complaint shall then be referred to a Joint Conference Board.

B. Joint Conference Board

1. In the event that either party to this Agreement cannot settle a dispute, as covered by the grievance procedure, the two (2) parties, namely the representatives of the Union and the representatives of the Employer, shall, at once, confer in an attempt to adjust the dispute. This shall be known as the Joint Conference Board. Should the Joint Conference Board, after hearing both parties, be unable to agree upon a settlement of the dispute, then, within forty-eight (48) hours, the original Joint Conference Board parties shall appoint Gerald R. McKay as a fifth (5<sup>th</sup>) completely disinterested party and, by a majority vote, shall render a decision within five (5) working days after the appointment of the fifth (5<sup>th</sup>) party. The decision of the Joint Conference Board shall be final and binding upon all parties to this Agreement and, pending its announcement of the decision, no action shall be taken by any party that would in any way delay or interrupt the orderly conduct of the business interests herein represented.

C. During the term of this Agreement, there shall be no lockout by the Employer and no strike, slow down, stoppage of work, or boycott of the Employer's product by the Unions, it being understood and agreed upon that all disputes and grievances shall be settled and adjusted through the grievance procedures as set forth in this ARTICLE.

D. If the grievance procedures set forth in this ARTICLE are not adhered to, then it is understood that all of ARTICLE 11 shall become void.

**ARTICLE 12. MISCELLANEOUS PROVISIONS**

A. It is not the intent of this Agreement to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over any provisions of this Agreement. Therefore, the parties hereto agree that, in the event that any provisions of this Agreement are held or constituted as void or as being in contravention of any such laws, rulings, or regulations, the remainder of the provisions of this Agreement shall remain in full force and effect unless the provisions found to be void are wholly inseparable from the remaining provisions of this Agreement.

B. The Unions shall have jurisdiction and representation over all Unions' Employees of the Employer relative to labor relations with the National Labor Relations Board.

C. Employees shall be paid on a day designated by the Employer. Employees shall be paid prior to the end of their shift and not more than one (1) week's pay may be held back to facilitate the handling of payroll.

D. Employers shall provide equipment and conditions that will reasonably insure the safety of the Employees. If unsafe conditions exist, the endangered Employees shall have the right to cease work until the unsafe conditions are corrected.



- E. No Employee working in an hourly paid classification shall work, or be paid, on any other basis other than hourly.
- F. Employees shall not be discharged for the reason that they received an injury on the job, providing that the injury does not affect their capability to perform the work required of them.
- G. Along with the Employees' pay check, the Employer shall furnish all Employees with a statement showing their hourly wage rate, the number of hours worked at straight time, and the number of hours worked at overtime.
- H. The Employer shall not require any Employee, as a condition of employment, to furnish, rent, or provide, in any manner, power sanding machines, spray guns, spray equipment, brushes of any kind, or trucks for company use. The Employer shall establish a reasonable policy on hand tools.
- I. Sub-Contracting and Sub-Letting
  - 1. Signatory Employers hereto agree not to sublet or sub-contract to their Employees.
  - 2. Subject to the provisions of this section and any other section of this Agreement applicable to subcontractors, if an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.

### **ARTICLE 13. TRAVEL TIME AND PER DIEM**

**(Applies equally to both the Automotive Marine & Specialty Painters Local Number 1176 and the Northern California District Council of Laborers Local Unions)**

- A. Travel Time
  - 1. Travel Time Definition
    - a. Travel time shall be defined as all time required to travel from the employers' temporality or permanently established yard to the job site or between the job sites, within the same working day, or from the job site to the Employer's temporality or permanently established yard. Loading, unloading, and other pre/post work shift activities shall be defined as part of travel time.
    - b. Temporary yard shall be defined as any location that the Employer utilized for the Employee as a temporary domicile, i.e. motel and hotel, etc., for overnight work.
  - 2. Travel Time Application
    - a. All Employees traveling with the Employer's equipment from the

Employer's temporary or permanent yard to the job site shall be on travel time and compensated at one and one-half (1½) times the travel time rate.

- b. All Employees traveling with the Employer's equipment in between job sites on the same working day shall be on travel time and compensated at one and one-half (1½) times the travel time rate.
- c. Only the drivers of the Employer's equipment traveling from the job site to the Employer's temporary or permanent yard will be on travel time and compensated at one and one-half (1½) times the travel time rate. All other Employees are on their own time.

3. Travel Time Rate

- a. Travel time rate shall be paid as defined on the applicable wage schedules.

4. Travel Time Exception

- a. Where practical, Employees may be instructed to report to the job site on their own time. Practical is defined as less miles from home to the job site than from home to the permanent yard.

B. Per Diem

1. Per Diem Definition

- a. Per Diem shall be compensation paid to Employees in the event that they are required to stay overnight. Effective at the date of publishing in the General Prevailing Wage Rates, the amount of said compensation shall be sixty dollars (\$60.00) for each night, or the Employer, at his option, shall provide reasonable overnight accommodations plus \$25.00 per night.

2. Per Diem Application

- a. Employees traveling wherein the distance from the Employer's permanently established yard to the job site is greater than seventy-five (75) aeronautical miles shall be subject to per diem. In this event, should the Employees be required by the Employer to stay overnight, the Employees shall receive per diem. Should the Employees be required to return to the Employer's yard in lieu of staying overnight, the Employees shall receive one-half (½) per diem; thirty dollars (\$30.00), in addition to any travel time the Employees may be entitled to receive.
- b. Employees traveling wherein the distance from the Employer's permanently established yard to the job site is less than seventy-five (75) aeronautical miles shall not be subject to per diem unless the Employees are required by

the Employer to stay overnight. In this event, the Employees shall be entitled to per diem.

3. Per Diem Payment

- a. The amount of per diem shall be paid before leaving the Employer's yard in the event that the Employees are require to stay overnight. In lieu of prepayment, the Employer shall make pre-arrangements for adequate food and lodging for the Employees. Adequate food and lodging shall be defined as three (3) meals per day and a clean, safe, and sanitary place to sleep.

4. Per Diem Notification

- a. Reasonable notification shall be given to all Employees who will be required to remain out of town in order to perform their work.

**ARTICLE 14. ADMINISTRATIVE WORKING DUES CHECK-OFF  
(Applies only to the Automotive Marine & Specialty Painters Local Number 1176)**

- A. Any Employer covered by the provisions of this Agreement hereby agrees to check-off from the wages of any Employee employed by such Employer, during the term of this Agreement, administrative working dues in the sum of fifty cents (\$.50) per hour for all hours worked and will remit such sums to the union at each payroll period, provided the Employee has signed a valid Dues Deduction Authorization Card authorizing such deduction.
- B. Such Employer further agrees that, at the time of employment of any Employee, such Employer will submit to each such Employee for his voluntary signature, a Dues Deduction Authorization Card. One copy of which is retained by the Employee, one copy retained by the Employer, and the other copy returned to the Union. This card will be supplied by the Union to the Employer.
- C. Such Employer further agrees that at each payroll period, a listing of all Employees covered by this Agreement who have failed to sign a Dues Deduction Authorization Card, together with the number of hours each such Employee worked, will be submitted to the Union.
- D. Such Employer further agrees to submit to the Union, by the fifteenth (15<sup>th</sup>) day of each calendar month, on an official form created for this purpose, the administrative working dues and/or initiation fees of each Employee who has signed the Dues Deduction Authorization Card. The minimum monthly dues and / or initiation fees would be for the current month and the administrative working dues would be for the hours worked in the previous calendar month.
- E. Any Employee who fails or has refused to sign a Dues Deduction Authorization Card would be required to pay the Union the actual amount of the administrative working dues as provided for in this contract. Failure to pay such administrative working dues would carry with it the same penalty that would attach to non-payment of minimum monthly dues and /

or initiation fees.

F. Supplemental Dues (Northern California District Council of Laborers' members only)

Effective for all work performed on and after the effective date of this Agreement, it is agreed that upon authorization as required by law, the amount of fifty cents (\$.50) per hour for each hour paid for or worked shall be transmitted from the vacation-holiday benefit of each worker and shall be remitted directly to the Union. This amount of fifty cents (\$.50) shall not be deemed to be part of the vacation-holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the supplemental dues transmittal shall be specified on a statement sent to the worker. Such remittance shall be made to the Union not less than twice per year.

**ARTICLE 15. PENSION  
(Painters Local Union 1176 only)**

A. The only agreement between the Employers and Painters Local Union 1176 regarding pensions or retirement for Employees covered by this Agreement shall be as follows:

1. Commencing with the date of publishing in the General Prevailing Wage Rates, and for the duration of this Agreement, and for any renewals or extensions thereof, the Employer agrees to make payments to the I.B.P.A.T. Union and Industry National Pension Fund for each Employee covered by this Agreement as follows:
2. For each hour or portion thereof for which an Employee received pay, the Employer shall make a contribution to the above named Pension Fund as outlined in **Article 19**.
3. For the purpose of this ARTICLE, each hour paid for, including hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable with the exclusion of travel time hours.
4. Contributions shall be paid on behalf of any Employee starting with the Employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, helpers, trainees, and probationary Employees.
5. Payments to the Pension Fund, as required above, shall be made to the I.B.P.A.T. Union and Industry National Pension Fund which is established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by, and to, said Trust as though the Employer had actually signed the Trust.

Upon ratification by the membership, \$2.50 per hour of travel time pay shall be paid into the pension fund.

B. The Employer Hereby irrevocably designates as its representatives on the Board of Trustees, such Trustees as are now serving on the Board or who will in the future serve, on the Board. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to

said Trust.

- C. All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to engage an independent certified public accounting firm to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of any contributions made to the Pension Fund.
- D. If any Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement and any other provisions hereof to the contrary notwithstanding. Further, the Employer shall be liable for all costs for collecting the payments due along with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no strike" clause which may be provided or set forth elsewhere in this Agreement.
- E. The Pension Plan adopted by the Trustees of the Pension Fund shall, at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employer to treat contributions to the Pension Fund as a deduction for income tax purposes.

**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 (1<sup>st</sup>) 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 (20<sup>th</sup>) 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 (4<sup>th</sup>) of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, 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 employer's 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 (1<sup>st</sup>) day of employment and shall be due and payable on the first (1<sup>st</sup>) of each and every month for all hours worked by all Employees during the preceding month. Such payments shall become delinquent on the twentieth (20<sup>th</sup>) day of the month and shall be subject to the same penalties as provided under the provisions of **ARTICLE 16.**
- C. Employer will have the option of paying for Employee's Health & Welfare coverage as follows:
1. Bank Option: Payment of current hourly contribution for all hours worked in the month.
  2. Guaranteed Option: Payment on 145 hours per calendar month (calendar month is defined as the 1<sup>st</sup> day of the month to the last day of the month) for any Journeyman, level 2, and level 3 Trainee who is employed by the Employer on any day of the month. Level 1 Trainee employees will receive payment on all hours worked at the current contribution rate.

The Employer will pre-designate the option selected and will not be allowed to switch options for the life of the Agreement.

- 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.

**ARTICLE 19. FRINGE BENEFITS PAYMENT SCHEDULE**

A.

| North – Hourly Rates as of:<br>Painters Local Union 1176 | 7/1/06 | 6/25/07 | 6/30/08 | 6/29/09 |
|--|--------|---------|---------|---------|
| Pension  | \$2.50 | *       | *       | *       |
| Health & Welfare   | 6.33   | *       | *       | *       |
| Vacation & Holiday:                                      |        |         |         |         |
| Journeyman   | 1.91   | *       | *       | *       |
| Trainee  | 1.42   | *       | *       | *       |
| Ten (10) Year Person                                     | 2.30   | *       | *       | *       |
| Training   | 0.10   | *       | *       | *       |
| Contract Administration                                  | 0.06   | *       | *       | *       |

B.

| North – Hourly Rates as of:                         | 7/1/06 | 6/25/07 | 6/30/08 | 6/29/09 |
|---|--------|---------|---------|---------|
| Northern California District<br>Council of Laborers |        |         |         |         |
| Pension   | \$3.26 | *       | *       | *       |
| Vacation & Holiday                                  | 2.28   | *       | *       | *       |
| Health & Welfare                                    | 5.44   | *       | *       | *       |
| Training  | 0.23   | *       | *       | *       |
| Contract Administration                             | 0.06   | *       | *       | *       |

C. The hourly rates, as listed above, are to be paid to the respective Funds based upon the number of working hours reported. Hourly contribution rates for members of Painters Local No. 1176 will be paid according to Article 20.A. Hourly contribution rates for members of the Northern California District Council of Laborers’ affiliated locals will be paid according to Article 20.B., regardless of work performed. None of the above listed fringe benefits are to be paid on any travel time that is earned by Employees.

\* All fringe benefit rates are from the 2006-2010 Laborers’ Master Agreement. Any future fringe benefit rates will be determined by the Laborers’ Master Agreement through the year of June 30, 2010.

**ARTICLE 20. FRINGE BENEFITS  
FOR MEMBERS OF NORTHERN CALIFORNIA DISTRICT COUNCIL OF  
LABORERS**

A. In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training and Retraining Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, June 4, 1963, November 19, 1968, and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted thereunder), each Employer shall pay hourly contributions for each paid for and/or worked, including overtime pay, in accordance with the schedule specified in Section 19.

B. Each Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreement specified herein establishing said Funds and any amendment or modifications [or amendments or modifications]. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory Employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory Employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.



- C. The Health and Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the Provisions of the Laborers Pension Trust Fund for Northern California.
- D. The Union and the Employer agree that the Employer covered by this Agreement may continue the coverage of their supervisory personnel above the rank of foreman in the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training and Retraining Trust Fund for Northern California, by paying into all Trust monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in this Agreement, regardless of the hours worked by any such employee in a month, provide, however, the Employer having made on (1) payment on an employee shall continue to make such payment so long as the employee is in his employ.

**ARTICLE 21. CATEGORIES OF WORK**

- A. Public Work on Roadways, Highways, Freeways, Airports, Runways, and Heliports, Etc.
  - 1. Striping Definition: operations including, but not limited to, the layout and application of painted traffic stripes and markings, hot thermoplastic traffic stripes and marking, and tape traffic stripes and markings.
  - 2. Pavement Markers Definition: Operation including, but not limited to, the layout and application of pavement markers and adhesives and all related surface preparation work (sandblasting, waterblasting, and grinding, etc.).
  - 3. Traffic Delineating Device Applicator (TDDA) Definition: Operations including, but not limited to, the manufacturing, layout, and installation of traffic signs, delineators, object markers, rumble bars, raised traffic bars, guide markers, and all other traffic protective delineating devices related to highway and road work.
  - 4. Surface Sandblasting Definition: Operations including, but not limited to, the abrasive removal of traffic lines and marking utilizing sandblasting, waterblasting, shotblasting, grinding, or any other abrasive removal techniques.
  - 5. Protective Delineating System Definition: Operations including, but not limited to, the manufacturing, removing, relocating, and installing permanently affixed roadside and parking delineation barricades and guard rails, cable anchors, and reference markers (monument).
  - 6. Traffic Controlperson Definition: The sole operation of this individual is to control and direct traffic through conventional and moving lane closures. Additional services may include, but not be limited to, the labor for the placement of directional cones, lights, arrows, temporary construction area signs, barricades (with or without

flasher lights), trucks with safety crash cushions, lighted message boards, or type I and type II arrow boards that serve to warn traffic of approaching construction sites. Also, these services shall cover labor for the flag person (assigned or trained for this job) warning traffic by paddle sign to stop or control speed.

B. Public Work On Parking Lots, Playgrounds, and Game Courts.

1. Striping Definition: Operations including, but not limited to, the removal, layout, and application of painted lines and markings.
2. Wheelstop Installation Definition: operations including, but not limited to, the application of all types of wheelstops.

**ARTICLE 22. SKILL LEVELS  
(PAINTERS LOCAL UNION 1176 AND NORTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS LOCAL UNIONS)**

A. Public Work on Roadways, Highways, Freeways, Airports, Runways, and Heliports, Etc.

1. Trainee Step I Definition: A person who has limited use of the tools of the trade and who is being trained under the direct supervision of a journeyman.
2. Trainee Step II Definition: A trainee who has limited use of the tools of the trade and who is being trained, over a period of time, under the direct supervision of a journeyman.
3. Trainee Step III Definition: A trainee who has completed Step I and Step II who has unlimited use of the tools of the trade and who is being trained, over a period of time, under the direct supervision of a journeyman.
4. Serviceperson Definition: A person who is employed for the purpose of doing those other jobs, such as stock clerk, equipment maintenance, and repair work, not directly related to the application and removal of directional materials.
5. Journeyman Definition: A person who has attained the skills and abilities for a particular category of work (see **ARTICLE 21**). These skills and abilities shall include, but not be limited to, layout, reading and following plans and specifications, operation of all related equipment, and all aspects of traffic safety.
6. Foreperson Definition: A journeyman who is in charge of a crew.

B. Public Works on Parking Lots, Playgrounds, and Game Courts.

1. Journeyman Definition: A person who has attained the skills and abilities for all aspects of parking lot striping and specifications and operation of all related equipment, installation of bumper blocks.

**ARTICLE 23. TRAINEE PROGRAM & RATES FOR PUBLIC WORKS FOR MEMBERS OF PAINTERS LOCAL UNION 1176 & NCDCL.**

The Trainee Program is designed to provide on the job training that is supervised by a journey person for work performed on roadways, highways, freeways, airports, and game courts. This shall be accomplished in three steps as follows:

| <b>PAINTERS<br/>Trainee:<br/>Highway</b>              | Base<br>Wage   | Vacation<br>Pay | Health &<br>Welfare | Pension       | Training      | Contract<br>Admin. | Total<br>Wage  |
|---|----------------|-----------------|---------------------|---------------|---------------|--------------------|----------------|
| 1 <sup>st</sup> 2000 hrs                              | \$14.23        | \$1.42          | \$6.33              | \$0.00        | \$0.10        | \$0.06             | \$22.14        |
| 2 <sup>nd</sup> 2000 hrs                              | 15.25          | 1.42            | 6.33                | 1.50          | 0.10          | 0.06               | 24.66          |
| 3 <sup>rd</sup> 2000 hrs                              | 16.79          | 1.42            | 6.33                | 1.50          | 0.10          | 0.06               | 26.20          |
| <b>Trainee: Parking Lots, Gamecourts, Playgrounds</b> |                |                 |                     |               |               |                    |                |
| 1 <sup>st</sup> 2000 hrs                              | <b>\$13.92</b> | <b>\$1.42</b>   | <b>\$6.33</b>       | <b>\$0.00</b> | <b>\$0.10</b> | <b>\$0.06</b>      | <b>\$21.83</b> |
| 2 <sup>nd</sup> 2000 hrs                              | <b>14.92</b>   | <b>1.42</b>     | <b>6.33</b>         | <b>1.50</b>   | <b>0.10</b>   | <b>0.06</b>        | <b>24.33</b>   |
| 3 <sup>rd</sup> 2000 hrs                              | <b>16.42</b>   | <b>1.42</b>     | <b>6.33</b>         | <b>1.50</b>   | <b>0.10</b>   | <b>0.06</b>        | <b>25.83</b>   |
| <b>LABORERS</b>                                       |                |                 |                     |               |               |                    |                |
| 1 <sup>st</sup> 2000 hrs                              | \$14.67        | \$2.28          | \$5.44              | \$0.00        | \$0.23        | \$0.06             | \$22.68        |
| 2 <sup>nd</sup> 2000 hrs                              | 14.67          | 2.28            | 5.44                | 3.26          | 0.23          | 0.06               | 25.94          |
| 3 <sup>rd</sup> 2000 hrs                              | 16.17          | 2.28            | 5.44                | 3.26          | 0.23          | 0.06               | 27.44          |

After trainees complete a total of six thousand (6,000) working hours they shall enter into the Journey person Program. A working hour, as referred to in this ARTICLE, shall be defined as one hour of actual labor performed in the craft and does not include any travel time.

Upon the successful development of approved, available Apprenticeship Programs by both the Northern California District Council of Laborers and the Automotive, Marine & Specialty Painters Local 1176, all parties signatory to this Agreement shall implement those Apprenticeship Programs as a condition of this Agreement. Upon implementation, the current Trainee Programs shall be concluded.

Due to specialty nature of the work, Employer shall have right to recruit and place any apprentice candidate.

If and when the trainee program concludes, any existing trainees shall be credited for all hours completed towards completion of their apprenticeship program.

**ARTICLE 24. JOURNEYPERSON PROGRAM FOR PUBLIC WORKS PAINTERS LOCAL NUMBER 1176 AND NCDCL**

The Journey person Program is designed to recognize one level of journey person classification for

work performed on roadways, highways, freeways, airports, runways, and heliports, etc. The defined classification is as follows:

1. Journeyperson Definition: A person who is qualified in any of the classifications of work referred to in **ARTICLE 21** and has attained the appropriate skill level outlined in **ARTICLE 22 A.5**.

## **ARTICLE 25. RECORDS PAINTERS LOCAL NUMBER 1176 AND NCDCL**

All records for the Trainee Program and the Journeyperson Program shall be maintained by the Employer and the Union. After twenty-four (24) hour's notification to the Employer, the Union shall have the right to inspect any such records.

## **ARTICLE 26. JOURNEYPERSON TO TRAINEE RATIO**

- A. It is mutually agreed by all parties hereto that the success of the Trainee Program is directly related to the availability of journeypersons.
- B. In the event of a two (2) person crew, one shall be a journeyperson and the other may be a trainee; however, in no event shall a trainee perform work without the presence of a journey person.
- C. The number of Painter trainees shall not exceed one (1) Painter trainee for each Painter Journey person. The number of entry level Laborers shall not exceed one (1) entry level Laborer for each Laborer Journey person. These ratios shall be per Employer payroll.

## **ARTICLE 27. WAGES**

Wage Determinations For The Following Localities Within:

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, 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.

- A. Public Works on Roadways, Highways, Freeways, Airports, Runways, and Heliports, Etc.
  1. A foreperson shall receive one dollar (\$1.00) per hour above the journeyperson wage.
  2. Travel time is to be paid at one and one-half (1½) times the travel time hourly wage.
  3. An Employee's rate of pay may not be lowered as a result of the classification of work being performed.

4. Wage Rates: See applicable wage charts.
- B. Public Works on Parking Lots, Playgrounds, and Game Courts.
1. Travel time is to be paid at one and one-half (1½) times the travel time hourly wage.
  2. Wage Rates; See applicable Wage Charts.

**\* ALL TRAVEL TIME HOURS WILL BE PAID AT TIME AND A HALF**

**WAGES JULY 1, 2006, FOR MEMBERS OF PAINTERS 1176**

| CLASSIFICATION   | BASIC STRAIGHT TIME HOURLY RATE | OVERTIME HOURLY RATE | DOUBLETIME HOURLY RATE | HEALTH & WELFARE | PENSION | (a) VACATION & HOLIDAY | TRAINING | CONTRACT ADMIN | TRAVEL TIME HOURLY RATE * |
|--|---------------------------------|----------------------|------------------------|------------------|---------|------------------------|----------|----------------|---------------------------|
| A – (Journeyperson – Highway)<br>– Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes. | \$25.51                         | \$38.27              | \$51.02                | \$6.33           | \$2.50  | \$1.91                 | \$0.10   | \$0.06         | \$17.01                   |
| B – Trainee for the Above Classifications (b-reference)<br>Trainee   |                                 |                      |                        |                  |         |                        |          |                |                           |
| 1 <sup>st</sup> 2000 hrs   | 14.23                           | 21.35                | 28.46                  | 6.33             | 0.00    | 1.42                   | 0.10     | 0.06           | 9.49                      |
| 2 <sup>nd</sup> 2000 hrs   | 15.25                           | 22.88                | 30.50                  | 6.33             | 1.50    | 1.42                   | 0.10     | 0.06           | 10.17                     |
| 3 <sup>rd</sup> 2000 hrs   | 16.79                           | 25.19                | 33.58                  | 6.33             | 1.50    | 1.42                   | 0.10     | 0.06           | 11.19                     |
| PARKING LOTS,<br>GAMECOURTS,<br>PLAYGROUNDS  |                                 |                      |                        |                  |         |                        |          |                |                           |
| A – Journeyperson: Performs all the craft tasks necessary to layout and install a parking lot.   | 20.30                           | 30.45                | 40.60                  | 6.33             | 2.50    | 1.91                   | 0.10     | 0.06           | 13.53                     |
| B – Trainee: Same as trainee listed above.   |                                 |                      |                        |                  |         |                        |          |                |                           |
| 1 <sup>st</sup> 2000 hrs   | 13.92                           | 20.88                | 27.84                  | 6.33             | 0.00    | 1.42                   | 0.10     | 0.06           | 9.28                      |
| 2 <sup>nd</sup> 2000 hrs   | 14.92                           | 22.38                | 29.84                  | 6.33             | 1.50    | 1.42                   | 0.10     | 0.06           | 9.95                      |
| 3 <sup>rd</sup> 2000 hrs   | 16.42                           | 24.63                | 32.84                  | 6.33             | 1.50    | 1.42                   | 0.10     | 0.06           | 10.95                     |
| PROTECTIVE COATING,<br>RESURFACING,<br>PAVEMENT<br>SEALING, INCLUDING<br>REPAIR WHEN DONE IN<br>CONJUNCTION<br>WITH PAVEMENT<br>SEALING. |                                 |                      |                        |                  |         |                        |          |                |                           |
| A – Journeyperson: A person who can operate all the machinery and read and follow plans and specifications.                              | 20.93                           | 31.40                | 41.86                  | 6.33             | 2.50    | 1.91                   | 0.10     | \$0.06         | 13.95                     |

**WAGE RATES AND CLASSIFICATIONS FOR MEMBERS OF  
NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

|   | <b>**7/1/06</b> | <b>**6/25/07</b> | <b>**6/30/08</b> | <b>**6/29/09</b> |
|---|-----------------|------------------|------------------|------------------|
| A - Journeyperson Traffic Control Person (Lane Closure), Flag Person .....  | \$24.58         | *                | *                | *                |
| B - Journeyperson Traffic Control Delineating Device .....  | 24.48           | *                | *                | *                |
| Application (Installation of Temporary/<br>Permanent Signs, Pavement Markers,<br>Delineators and Crash Cushions), Sandblaster, Waterblaster,<br>Grinder, Placing Traffic Barricades |                 |                  |                  |                  |
| ***A - Travel Time Rate (For above classification).....   | 16.39           | *                | *                | *                |
| ***B - Travel Time Rate (For above classification).....   | 16.59           | *                | *                | *                |

| <b>*Laborers – Trainees</b> | <b>Base<br/>Wage</b> | <b>Vacation<br/>&amp; Holiday</b> | <b>H&amp;W</b> | <b>Pension</b> | <b>Training</b> | <b>Contract<br/>Admin.</b> | <b>Total<br/>Wage</b> |
|-----------------------------|----------------------|-----------------------------------|----------------|----------------|-----------------|----------------------------|-----------------------|
| 1 <sup>st</sup> 2000 hrs    | \$14.67              | \$2.28                            | \$5.44         | \$0.00         | \$0.23          | \$0.06                     | \$22.68               |
| 2 <sup>nd</sup> 2000 hrs    | 14.67                | 2.28                              | 5.44           | 3.26           | 0.23            | 0.06                       | 25.94                 |
| 3 <sup>rd</sup> 2000 hrs    | 16.17                | 2.28                              | 5.44           | 3.26           | 0.23            | 0.06                       | 27.44                 |

| <b>Travel Time Rate (For above classifications)</b> | <b>**7/1/06</b> | <b>**6/25/07</b> | <b>**6/30/08</b> | <b>**6/29/09</b> |
|---|-----------------|------------------|------------------|------------------|
| Stage 1 .....                                       | 9.78            | *                | *                | *                |
| Stage 2 .....                                       | 9.78            | *                | *                | *                |
| Stage 3 .....                                       | 10.78           | *                | *                | *                |

\* An Employer may employ one Trainee (any stage) for one (1) regular Laborer on his payroll, fifty percent (50%) on a project. Provided, the first Laborer on a project will be a regular Laborer.

\*\* All wage rates are from the 2006-2010 Laborers’ Master Agreement.

\* Travel time rates as agreed on July 1, 2003.

Wage rates will apply to the jurisdiction of the Northern California District Council of Laborers:  
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, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.

- A. Public Works On Roadways, Highways, Freeways, Airports, Runways, and Heliports, etc.
1. A foreperson shall receive one dollar (\$1.00) per hour above the journey person wage.
  2. Travel time is to be paid at one and one-half (1-1/2) times the travel time hourly wage.

3. An Employee's rate may not be lowered as a result of the classification of work being performed.
4. Wage Rates: See applicable wage charts.

B. Public Works On Parking Lots, Playgrounds, and Game Courts.

1. Travel time is to be paid at one and one-half (1-1/2) times the travel time hourly wage.
2. Wage Rates: See applicable wage charts.

|    |   |                |                |                |
|----|---|----------------|----------------|----------------|
| C. |   | <u>6/25/07</u> | <u>6/30/08</u> | <u>6/29/09</u> |
|    | Wage increases for Laborers as follows: | \$1.95*        | 1.85*          | 1.80*          |
|    | Wage increases for Painters as follows: | \$1.95*        | 1.85*          | 1.80*          |

\* Increases to be allocated by the union.

**ARTICLE 28. TITLE SAVINGS CLAUSE**

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provisions of this Agreement shall not invalidate the remaining part or portions thereof, provided; however, that upon such invalidation, the parties agree to immediately meet and negotiate any such parts or provisions affected.

**ARTICLE 29. DURATION OF AGREEMENT**

- A. This Agreement shall remain in full force and effect from December 1, 2006, to June 30, 2010. The contract termination date shall be June 30, 2010. The parties shall meet and confer at the conclusion of the contract. This shall not constitute an ongoing bargaining obligation.
- B. Notwithstanding the above provision, and during the term of this Agreement, the Employer agrees that any Contract amendments, conditions, wage or hours negotiated with the industry, shall become applicable to, and a part of, this Agreement as of the same effective date.
- C. Should the parties fail to reach an agreement on any modifications or amendments by July 1st of any year in which applicable opening notices have been submitted, then the provisions pertaining to strikes and lockouts, as contained in this Agreement, shall be inoperative as set forth in ARTICLE 11.



### **ARTICLE 30. PROHIBITIONS**

This Agreement is for the use of those contractors who perform legitimate striping operations. This Agreement may not be used by contractors who do not perform the striping of highways, roadways, parking lots, game courts, etc. It is strictly understood that any operation that precedes the striping of the above will be considered covered work by this Agreement. Incidental miscellaneous work performed by the contractor may also be covered by this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT.

EUCA:

AUTO, MARINE & SPECIALTY  
PAINTERS LOCAL 1176

s/Mark Breslin  
MARK BRESLIN  
CEO

s/Chris Christophersen  
CHRIS CHRISTOPHERSEN  
BUSINESS REPRESENTATIVE

DATE \_\_\_\_\_

DATE: \_\_\_\_\_

NORTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS

s/Jose A. Moreno  
JOSE MORENO  
BUSINESS MANAGER

DATE \_\_\_\_\_