

# District Council 16

## Sacramento Area Addendum To The Northern California Painters Master Agreement

This Sacramento Area Addendum to the Northern California Painters Master Agreement shall only apply to Employers signatory to this Area Addendum performing covered work within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Mariposa, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties.

Painting Contractors signatory to this Area Addendum working within the counties as defined above, shall have the following Articles of the Northern California Painters Master Agreement amended to read as follows:

**Article 1, Section 1, shall be amended as follows:**

This Sacramento Area Addendum is made and entered into this first day of August 2020, between the Painting & Decorating Contractors' Association of Sacramento or their Successor, thereof, and/or Individual Employers who are signatory or may become signatory to this Sacramento Area Addendum, and are actively engaged in the Painting Industry, hereinafter referred to as the "Employer" and District Council 16, hereinafter referred to as the "Union". This Agreement shall continue until July 31, 2023. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., August 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions.

**Article 8. (Painters Joint Apprenticeship Training Committee), insert:**

**Section 4.** Painting and Decorating Contractors Association of Sacramento, Inc. shall be given the right to appoint one (1) representative to the Painters Joint Apprenticeship Training Committee (JATC).

**Article 10. (Wages & Payment of Same), Section 1(a) and (b), shall be combined and amended as follows:**

- (a) The hourly minimum rate of wages for all Journeyman painters working in Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Mariposa, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba Counties shall be paid in accordance with the attached Sacramento Area Addendum Wage Schedule A and receive a one dollar and sixty-two cents (\$1.62) per hour increase to the Total Package on January 1, 2021, and receive a one dollar and sixty-two cents (\$1.62) per hour increase to the Total Package on January 1, 2022, and receive a one dollar and sixty-two cents (\$1.62) per hour increase to the Total Package on January 1, 2023.

**Article 10. (Wages & Payment of Same), Section 3 (Foreman), shall be amended as follows:**

**FOREMAN WAGES** - When six (6) or more employees covered under this Agreement are on a job of ten (10) days' duration or more, one (1) Journeyman Painter in good standing with the Union shall be the designated Foreman, for the duration of the job. The definition of "Duration of the Job" is the primary contract and does not include change orders or call backs, providing that none of the exceptions require six (6) or more employees for ten (10) days or more on each separate operation. The duties and responsibilities of the Foreman shall include handling the Company paperwork on the job, assigning and supervising work, maintaining performance requirements, conducting liaison with the general contractors or owner's representative, maintaining communications with the Employer and maintain safe working conditions and practices throughout the course of the job. Further, it shall be the duty of the Foreman to return the Employer's unused material and equipment to the Employer. Foreman shall receive Journeyman hourly Taxable Net Wage Rate plus:

- (a) Two dollars and fifty cents (\$2.50) per hour when in charge of six (6) or more employees covered under this Agreement who are on a job of ten (10) days' duration or more.
- (b) Foremen wages and premium to be based on the highest wage classification on the job they are supervising.

**Article 10. (Wages & Payment of Same), Section 9 (b) (High Time), shall be amended as follows:**

**HIGH TIME** - Employees working on commercial painting projects shall be entitled to high time premium whenever the work performed requires a swinging and/or platform suspension system. The amount of the premium shall be determined by the following height schedule:

- (a) When working from one hundred (100) to one hundred eighty (180) feet above ground or water level the employee shall be paid an additional four dollars (\$4.00) per hour for all such work;
- (b) When working over one hundred eighty (180) feet above ground or water level the employee shall be paid an additional six dollars (\$6.00) per hour for all such work.

**Article 10. (Wages & Payment of Same), Section 10 (Wall Covering), shall be deleted.**

**Article 10. (Wages & Payment of Same), Section 16 (Travel Time), shall be amended as follows:**

**TRAVEL TIME** - Employees who report to a jobsite more than seventy-five (75) miles from the point of dispatch (Union dispatch Office, employee's home or individual employer's shop) as determined by the individual Employer, shall receive their Taxable Net Wage Rate for all time spent traveling beyond seventy-five (75) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than seventy-five (75) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the seventy-five (75) miles. (Mileage and drive time is to be based on Google Maps, latest available version.) Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting



time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after being required to report to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile.

- (a) The following Travel Time Calculation Sheet shall be used in conjunction with Google in order to determine Travel Time Reimbursement.

**Travel Time Calculation Sheet (Formulas)**

Employee Name	From:	Starting Address		
	To:	Destination Address		
		Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)		(Enter minutes as per Google Maps)	(Enter miles as per Google Maps)	Calculation = (Minutes ÷ Miles)
Adjusted Commute (One Way)		Calculation = (Adjusted Commute Miles x Minutes Per Mile)	Calculation = (Actual Commute Miles – 75)	
Round Trip		Calculation = (Adjusted Commute Minutes x 2)	Calculation = (Adjusted Commute Miles x 2)	
Daily Travel Time/Mileage Reimbursement:		Calculation = Taxable Net Wage Rate/60 X Adjusted Commute Minutes)	Calculation = (Round Trip Miles x Current IRS Mileage Reimbursement Rate)	
Total Daily Reimbursement		Calculation = Daily Travel Time Reimbursement + Daily Mileage Reimbursement		

**Article 10. (Wages & Payment of Same), Sections 15 and 16 (Show Up Pay), shall be amended as follows:**

**Section 15. SHOW UP PAY** - Unless given notice individually within five (5) hours after their regular shift, that their services are not required the following regular work day, all employees reporting for work, shop or job site at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or voice mail.

**Section 16.** Employees shall not report to any shop earlier than thirty (30) minutes or to any job earlier than twenty (20) minutes before starting time. These provisions shall apply only to work within seventy-five (75) miles from the point of dispatch. Reporting to work on jobs beyond seventy-five (75) miles from the point of dispatch shall be in accordance with the provisions of "Travel Time" heretofore defined.

**Article 11. (Working Conditions), Section 2 (Overtime), shall be amended as follows:**

**OVERTIME** - All work performed before or after the regular work day, before or after the regular work week including Saturdays shall be paid at the overtime rate of one and one-half (1½) times the Taxable Net Wage Rate. All work performed Monday through Saturday after 12 hours, Sundays and all Holidays listed in Article 11, Section 3, paid at two (2) times the Taxable Net Wage. Designated Days Off listed in Article 11, Section 3a, shall be paid at the one-half (1 ½) times the Taxable Net Wage Rate. By Mutual agreement between the Union, the Employer and the employee, DDO's may be worked at straight time. The Employer shall notify the Director of Service in writing by email including signature of those who will be working and where the work will be performed prior to starting work on any DDO. Overtime rates shall be paid for all hours worked on DDO's, if the Employer fails to notify the Union as described above.

(a) **MEALS AND REST BREAKS** - All meal and rest periods are to be in compliance with California Industrial Welfare Commission Order #16.

- a. Every Employer shall authorize and permit all employees to take one ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked. The rest period shall be, insofar as practicable, in the middle of each four (4) hour work period but, may be scheduled to coincide with breaks in the flow of work to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday, as permitted by Wage Order 16. If the Individual Employer fails to provide an employee a rest period in accordance with this Section, the Individual Employer shall compensate the employee one (1) hour of wages at the employee's regular rate of compensation, excluding fringe benefits, for each work day that the rest period was not provided. Authorized rest period time shall be counted as hours worked for which there shall be no deductions from wages. Rest periods shall take place at areas designated by the Individual Employer, which may include or be limited to the employee's immediate work area.
- b. Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.
- c. **A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3.5) hours.**
- d. Employees shall take a 30-minute unpaid off-duty meal period starting before the end of the 5<sup>th</sup> hour of work. Employees shall be entitled to a second 30-minute unpaid off-duty meal period before working more than 10 hours, although the second meal period may be waived if the total time worked does not exceed 12 hours and the first meal period was taken. Employees shall be allowed a five (5) minute personal clean-up period prior to the meal period. Employees are free to leave the premises during the meal period.



**Article 16. (Other Funds), Section 2, shall be amended as follows:**

**Painting & Decorating Contractors' Association of Sacramento** - During the term of this Addendum and/or any extension thereof, every Employer signatory to this Sacramento Area Addendum performing work within the Counties covered under this Addendum shall pay Industry Fund contributions based upon all covered employee hours worked for in the amount of thirty cents (\$.30) per hour. Said Industry Fund contributions shall be remitted to the Trust Funds Administrator's office on forms provided by the Trust Funds Administrator, or other appropriate depository designated by the Painting & Decorating Contractors' Association of Sacramento, not later than the fifteenth (15th) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund contributions shall be forwarded to the Painting & Decorating Contractors' Association of Sacramento designated account. The Industry Fund contribution rate to the Painting & Decorating Contractors' Association of Sacramento will be monitored and adjusted if necessary by the Painting & Decorating Contractors' Association of Sacramento.

**Article 16. (Other Funds), Section 3 (PAT – PC), shall be amended as follows:**

The Union shall indemnify the Employer against any and all liability that may arise out of actions taken or not taken by the Union pursuant to the provisions of this Section.

**Article 17. (Payments to Trust Funds), Section 2. Trust Agreements (a) shall be amended as follows:**

- (a) The hourly Journeyperson contribution rates to the Bay Area and Tapers Pension Plan shall be as follows:

Effective Date	Journeyperson Contributions Providing Benefit Accrual Credit	Additional Contributions Not Providing Benefit Accrual
January 1, 2021	\$2.26	\$2.37
January 1, 2022	TBD	TBD
January 1, 2023	TBD	TBD

- (b) As a result of the Plan's having been certified as being in the endangered status for the Plan Year beginning January 1, 2012, the Trustees have adopted a Funding Improvement Plan Preferred Schedule, most recently updated as of November 5, 2015. This Funding Improvement Plan and its schedule is subject to annual review and updates by the Trustees. As updates to the Preferred Scheduled are adopted by the Trustees, they are hereby deemed approved by the bargaining parties and automatically incorporated into this Agreement.

This Addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Painters Master Agreement. All other terms and provisions of the Northern California Painters Master Agreement shall apply. The provisions of this Addendum are in addition to and

shall prevail over conflicting provisions of the Northern California Painters Master Agreement. No modifications or changes to this Addendum or the Northern California Painters Master Agreement shall be binding on the parties to this Addendum unless such modifications or changes are negotiated and agreed upon by the Union and the Painting & Decorating Contractors' Association of Sacramento. All references to the NCPFC with regard to required notifications shall include the Painting and Decorating Contractors' Association of Sacramento, Inc. as a party receiving such notifications.

### SIGNATORIES

This Addendum is made and entered into this first day of August 2020, by and between the Painting & Decorating Contractors' Association of Sacramento, or the Individual Employer signed below and District Council 16. By signing this Addendum the undersigned Employer understands and agrees to all of its provisions.

#### District Council 16


7/30/2020  
Date

  
Business Representative

#### Painting Contractor

JULY 29, 2020  
Date

PDCA OF SACRAMENTO INC.  
Company Name

  
Principal  
PRESIDENT