



NORTHERN CALIFORNIA PAINTERS MASTER AGREEMENT

BETWEEN

DISTRICT COUNCIL 16

AND

NORTHERN CALIFORNIA PAINTING AND FINISHING CONTRACTORS

July 1, 2026~~3~~ – June 30, 2030~~26~~

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ARTICLE 1
DURATION

Section 1. This Agreement is made and entered into this first day of July 2026~~3~~ between the Northern California Painting and Finishing Contractors (NCPFC) or their Successor, thereof, and/or individual Employers who are signatory or may become signatory to this Agreement, and are actively engaged in the Painting Industry, hereinafter referred to as the "Employer" and District Council 16, hereinafter referred to as the "Union," together "Parties." This Agreement shall continue until June 30, 2030~~26~~. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., July 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions.

Section 2. During the month of January of the year of expiration of this Agreement, any party signatory hereto may give written notice, by certified mail to the Union and NCPFC that said party wishes to withdraw from this Agreement. Should such notice be given, such party shall no longer be bound to this Agreement as of July 1st. The Agreement shall continue as to all P~~p~~arties giving no such notice. Further, said notice of withdrawal eliminates said party from participation in any negotiations regarding this Agreement. The notice herein provided for is the sole means by which a party may withdraw from or cancel this Agreement. If Employer fails to give timely notice, they will be bound to the successor Agreement.

Section 3. If an early extended ~~a~~Agreement is negotiated and ratified prior to July1, 2029, individual Employers who do not extend said ~~a~~Agreement, shall be subject to an additional one dollar ($1.00) per hour increase to the Finishing Trades Institute of Northern California & Nevada for the period of July 1, 2029, through June 30, 2030.

Section 4~~3~~. AGREEMENT MODIFICATIONS - The P~~p~~arties to this Agreement recognize the necessity of assuring the competitive position of the P~~p~~arties within the industry during the term of this Agreement. Consistent with that recognition, the P~~p~~arties will continually monitor the effectiveness of the Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure work opportunities for the employees and maintain or improve the competitive position of the individual E~~e~~mployers. The Union will notify NCPFC regarding any and all negotiations of an Addendum to this Agreement and provide NCPFC with the final Addendum language.

ARTICLE 2
LABOR MANAGEMENT COOPERATION COMMITTEE

The Pparties agree to mutually support the formation of a Labor Management Cooperation Committee to improve labor relations, safety, worker qualifications, and to prevent disputes. In addition, the Pparties agree to provide a mechanism for the joint approval of official Wage Schedule A's ~~and~~ of this Agreement. The Union will provide the current list of signatory contractors to the NCPFC upon request and whenever there is an addition.

ARTICLE 3
RECOGNITION

Each Individual Employer recognizes, acknowledges and agrees that it has satisfied itself that the Union represents a majority of its employees employed to perform all bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Employer specifically agrees that the Union has demonstrated its majority status and it has properly established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

ARTICLE 4
SCOPE OF WORK COVERED BY THIS AGREEMENT

Section 1. The terms and conditions of this Agreement shall apply to all "covered work". Covered work shall be and mean the following materials and application methods: paints, pigments, oils, turpentine, japan dryers, thinners, varnishes, lacquers, shellac, stains, fillers, waxes, cement, joint cement, water and other vehicles; mediums that may be mixed and applied to the surfaces of materials and buildings, edifices, structures, monuments and the appurtenances thereto, of every type and description in their natural state of condition, or constructed or fabricated of any material or materials whatsoever and provided; work or services pertaining to: the application of texture, acoustic, plaster and stucco materials of all types and thickness on all surfaces.

(a) Work or services pertaining to the painting, of all drywall and thin wall type surfaces, flushing or concrete surfaces, caulking and sealants between sheet rock walls and/or ceilings and floors of other materials.

(b) Work or services pertaining to the application of wallpapers, wall fabrics, wallcovering graphics, acoustical panels, decorative panels, and all types of wall and/or ceiling coverings, panels or coatings whether decorative or protective and all preparations necessary before said application.

(c) Work or services pertaining to the applications of protective coatings or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethanes, etc., or any new products of this nature including the application to floor surfaces.

(d) Work or services pertaining to the applications of bond breaker, water repellant, damp proofing and/or waterproofing materials of all types.

(e) Work or services pertaining to the finishing and surface preparation on all hardwood or softwood floors and furniture at jobsites.

(f) Work or services pertaining to the priming and finish coats on fabricated metal or steel products.

(g) Work or services pertaining to the application of all fire retardant, fire proofing and/or insulation materials used on structural items or as architectural finishes.

(h) Work or services pertaining to the cleaning, polishing and refinishing of metal and masonry surfaces.

(i) Work or services pertaining to "steeplejack work".

(j) Work or services pertaining to surface preparation and decoration of all types; including drywall repairs and incidental repair related skimming, abrasive blasting, steam cleaning, building washing, hydro blasting, water blasting and all the methods used in the removal of previously painted surfaces; including caulking, tuck pointing, spackling and wood dough work.

(k) Work or services pertaining to the application of hypolan, neoprene, and all similar products.

(l) Work or services pertaining to lead removal and encapsulation.

(m) Work or services pertaining to painting of lines, arrows, bumpers, curbs, etc.; on parking lots, airfields, highways, game courts (both indoor and outdoor) and other such surfaces; installation and maintenance thereof, including lines of metal, plastic or composition materials used instead of paint.

(n) All products and methods of application which have or may be awarded to the Painters International through jurisdictional procedures.

Section 2. The operation of all tools and equipment used by painting contractors and journeyman painters, including paperhangers, abrasive blasters and all other facets as outlined in the utilizers as listed above, the above includes the control of all compressors, boom trucks, aerial lifts, forklifts and other specialty equipment, it is the clear intent that all equipment and tools of the trade are under the custody and control of the contractor and/or the Employer.

Section 3. JURISDICTIONAL DISPUTES - There shall be no cessation or interference in any way with any work of any individual Employer by reason of Jurisdictional Disputes between the Union and any other union with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves or the Unions will submit to an independent arbitrator within two (2) business days from time of notification for a decision. An independent arbitrator shall be selected by requesting the California State Mediation and Conciliation Service's Panel of Arbitrators Selection System (PASS) or Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) ~~A~~arbitrators to the ~~p~~Parties. The list shall contain only established ~~L~~labor ~~A~~arbitrators in the state of California. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot and the person remaining shall be the ~~A~~arbitrator. Until such determination is made by the disputing Unions or independent arbitrator, the work shall proceed as originally assigned by the individual Employer.

ARTICLE 5
TERRITORIAL JURISDICTION OF AGREEMENT &
OUT OF AREA WORK

Section 1. The territorial jurisdiction covered by this Agreement shall comprise the counties of:

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, Solano, Siskiyou, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

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Section 2. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

Section 3. OUT-OF-AREA WORK - When engaged in work outside the geographical jurisdiction of this Agreement, the Employers agree, subject to their rights to reject any applicant for cause, that not less than 50% of the workers employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area, and further provided that these workers are qualified to meet the job requirements. Employees from DC16 who are sent to work outside of the geographical jurisdiction will be paid under the applicable Wage Schedule A. Under this schedule, the employees shall be paid the ŧTotal ƥPackage of Wage Schedule A with all contributions and deductions being sent to the District Council 16 Trust Fund office, with the exception of any local work dues, being sent to the Trust Fund office of the Union where the work is being performed. If the ŧTotal ƥPackage in the area where the work is being performed is higher than Wage Schedule A, these employees will receive the difference on their paycheck. All hybrid wage schedules shall be provided to NCPFC upon request.

Section 4. Employers from outside the jurisdictional area of this Agreement shall employ not less than 50% of the workers from the Local Union having the work and area jurisdiction of the jobsite. All jobs must maintain at least 50% - 50% ratio. Employers shall register the project in accordance with the agreed to Job Registration Form.

Section 5. OUT-OF-AREA EMPLOYEES - When any Employer of this Agreement brings

employees from outside the area, the employees shall not go to work until they have a referral slip from the Local Union where the work is being performed. Said employees shall not be made to transfer a clearance card into a Local Union but will be paid under the applicable Hybrid Wage Schedule A for the employee. Under the Hybrid Wage Schedule A, the employee shall be paid the total package of Wage Schedule A with all contributions being sent to their home Local Union Trust Fund office, with DC16 Administrative Dues Check-Off, IUPAT Administrative Dues Check-Off, Unity Action Dues Check-Off, Wage Equality Dues Check-Off, and Organizing Dues Check-Off deductions being sent to District Council 16 Fund Administrator. All hybrid wage schedules shall be provided to NCPFC. Notwithstanding any provision to the contrary, Article 11, Section 15 of this agreement shall not apply to the Out-of-Area Employees referenced in this Section.

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Section 6. The signatory Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement through the use or device of another business or corporation which such Employer controls or through the use or device of a joint venture with another Employer or contractor in any outside area without first consulting with the International Union of Painters and Allied Trades (IUPAT) for the purpose of establishing to the IUPAT's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of such Employer, and if the IUPAT is not so satisfied, the Union party has the option of canceling the Agreement.

ARTICLE 6
UNION SECURITY

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter, who perform covered work as defined under Article 4 “Scope of Work Covered By This Agreement", shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8^{th}) day following the beginning of their employment, or on and after the eighth (8^{th}) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is the latter. Contributions are required to be paid on all hours performing covered work, regardless of union membership status.

ARTICLE 7
HIRING PRACTICES

Section 1. There shall be no discrimination in hiring and/or promotion and/or any other aspects of employment because of race, religion, color, sex (including gender identity), sexual orientation, and pregnancy, disability or genetic information, national origin, age, or any other classification or status protected by state or federal law. It is also illegal to retaliate against a person because ~~he or she~~they complained about discrimination or harassment, filed a charge of discrimination or harassment, or participated in an employment discrimination or harassment investigation or lawsuit.

Section 2. REFERRAL - The Employer shall call or submit a written request via email or fax to the Local Union where the job is located when any additional employees are needed, and the Union agrees to refer employees to the Employer within twenty-four (24) hours and respond in writing via email or fax, if available. Upon receipt of such notice, the Union shall use its best efforts to furnish the required number of qualified and competent workers.

(a) **REQUESTS -** Notwithstanding the above, a Painter who is in good standing with the Union may seek ~~his/her~~their own job and the Employer may have referred to it any applicant (who is registered on the Unions out-of-work list) by submitting a written request via email or fax by name to the Union.

(b) **REQUIREMENTS -** The Employer shall require each new employee to present ~~or email or fax~~ a written or electronic referral from the Union prior to putting the new employee to work.

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(c) **RECLASSIFICATION -** When the Union, employee and Employer agree to reclassify an employee the Employer shall require the employee to present or email or fax a written referral from the Union prior to putting the employee to work at the new classification.

(d) **VIOLATION -** In the event the Employer fails to comply with these hiring practices the Union may utilize the grievance procedures set forth in this Agreement, and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.

(e) **FREE FLOW OF WORKFORCE -** There shall be a free flow of workers within the jurisdiction of District Council 16. New hires shall come from the Local having jurisdiction over the area of where the work is being performed.

Section 3. EIGHT DAY CLAUSE - Any workers employed by Employers for a period of thirty (30) working days continuously or accumulatively within the unit covered by this Agreement, and any workers working for any one Employer on or after the thirtieth (30th) day following the date of ~~his/her~~their employment or the effective date of this Agreement, whichever is later, shall as a condition of employment become members of the Union by tendering the full and uniform fees in effect, and all 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 that a worker fails to tender the required fees or dues in accordance with this Section, the Union shall notify the Employer in writing, and the Employer shall discharge the worker within forty-eight (48) hours (Saturday, Sunday and holidays excepted). Notwithstanding anything to the contrary in this Article it is agreed that the thirty (30) day period referred to in this section shall be reduced to eight (8) days for all employees of an Employer engaged primarily in the Building and Construction Industry, so that such employees will be

required as a condition of employment to become members of the Union on the eighth (8th) day following the beginning of such employment or the effective date of this Agreement whichever is later, and all such employees accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment.

ARTICLE 8
PAINTERS JOINT APPRENTICESHIP TRAINING COMMITTEE

Section 1. In the territorial jurisdiction of this Agreement there shall be one (1) Painters Joint Apprenticeship Training Committee (JATC) of whom committee members for Management shall be appointed by NCPFC and Painting & Decorating Contractors Association of Sacramento, or their Successors, thereof, and committee members for Labor shall be appointed by the Union in accordance with the Bylaws of the JATC. The Committee shall oversee the Apprentice and Journeyman training under the control of the Trustees of the Finishing Trades Institute of Northern California and Nevada Trust Fund.

Section 2. The JATC shall conduct for the benefit of Journey workers and Apprentices any and all training deemed necessary by the JATC.

Section 3. The JATC shall maintain a five (5) year Apprenticeship training program.

ARTICLE 9
APPRENTICESHIP

Section 1. First year Apprentices shall be steadily employed unless circumstances prevail which are beyond the control of the Employer, subject to the approval of the JATC.

Section 2. An Employer of five (5) or more Journeypersons is to employ at least one (1) Apprentice and must employ Apprentices at least at this ratio unless their right to train Apprentices has been revoked by the JATC. This shall not limit the obligation of the Employer to train Apprentices in the proper ratio to the total number of Journeypersons in the shop, as outlined in this Agreement or in the Apprenticeship and Training Standards nor shall it be construed to replace Journeypersons in a shop when substantial unemployment exists in the area of the Local Union or District Council.

	Journeyperson	Apprentice
For one Journeyperson you can have one apprentice	1	1
For three Journeypersons you can have two apprentices	3	2
For five Journeypersons you can have three apprentices	5	3
For seven Journeypersons you can have four apprentices	7	4
For nine Journeypersons you can have five apprentices (and so on)	9	5

Section 3. When the Employer employs one (1) or more Journeypersons who are regular employees ("regular employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral), it may employ one (1) Apprentice Painter; then one (1) additional Apprentice Painter for the next two (2) additional Journeypersons that are regular employees thereafter. The ratio is determined on an Employer basis, not by job, except on Prevailing Wage work. This ratio may be altered at the discretion of the Joint Apprenticeship Training Committee at the request of the Employer.

Section 4. The Apprenticeship training shall be in accordance with Standards approved by the State Division of Apprenticeship Standards.

Section 5. No Apprentice with less than two (2) years of experience on the job shall be permitted to work on a job unless a Journeyperson is working on said job.

Section 6. All Apprentices, after serving one and one-half (1 1/2) years of their apprenticeship, shall have the right to elect, subject to the approval of the JATC, to engage for two (2) six (6) month periods in any specialized phases of the Painting Industry. Apprentices who are approved for the specialized instruction shall be indentured for the two (2) six (6) month periods as outlined above to Employers who are engaged in the special field selected.

(a) This specialized on the job training shall not conflict with the existing Apprentice Program governing school attendance, class instruction, or other programs of the JATC.

(b) No Apprentice shall be allowed to drop their Apprentice Card and take out or apply to the Union for a Journeyman's Card, unless permission has been granted by the JATC.

(c) No Employer shall be allowed to hire an Apprentice as a Journeyperson if the Apprentice has been suspended, dropped, or cancelled by the JATC, unless permission has been granted by the JATC.

Section 7. No Apprentice shall be sent to out-of-town work that will interfere or prohibit them from attending school classes or appearing before the JATC after due notice has been given.

Section 8. Apprentices shall be indentured only to Employers operating under a State of California Painting Contractor's License (now classified C-33) and which engage in general painting; except when indentured for the specialized phase instruction provided for elsewhere in this Article, or when indentured to the JATC. This section is not intended, however, to exclude municipal or political institutions and sub-divisions.

Section 9. When an Apprentice is not worked by an Employer for three (3) consecutive working days (project or weather delays, Holidays, DDOs, and weekends excluded), the Apprentice has the right to put their name on the Out-of-Work List and seek their own employment with other signatory Employers. When employment is ended by the Employer, the Employer shall provide the JATC with a separation notice. The notice shall be on documents provided by the JATC.

Section 10. An automatic penalty of five hundred dollars ($500.00) will be imposed on any Employer who does not allow an Apprentice to attend school and works said Apprentice during the week assigned to them. If there is a second offense by the same Employer, they will not be allowed to have a new Apprentice for a period of twelve (12) months. After an Apprentice is employed by an Employer for thirty (30) days, a penalty of five hundred dollars ($500.00) will be imposed on any Employer who does not return the Apprentice's evaluation within thirty (30) days from the increase date for each Apprentice. This shall be deemed on a per Apprentice basis. The Employer may appeal through the JATC. Money generated by such penalties will revert to the Finishing Trades Institute of Northern California and Nevada Trust Fund.

Section 11. Apprentices must be current on reporting their work hours before they can be dispatched.

ARTICLE 10
WAGES & PAYMENT OF THE SAME

Section 1. JOURNEYMAN WAGES:

(a) The hourly minimum rate of wages for all Journeyman Painters working in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties shall be paid in accordance with the attached Wage Schedule A and receive a ~~three~~ four dollar ~~and fifty cent~~ ($~~43~~.0~~5~~0) per hour increase to the Total Package on January 1, 202~~7~~4, a ~~three~~ four dollar ~~and twenty-five cent~~ ($~~43~~.00~~25~~) per hour increase to the Total Package on January 1, 202~~8~~5, ~~and~~ a ~~three~~ four dollar and ~~twenty-five~~fifty cent ($~~43~~.~~2~~50) per hour increase to the Total Package on January 1, 202~~9~~6, and a four dollar and fifty cent ($4.50) per hour increase to the Total Package on January 1, 2030.

(b) The hourly minimum rate of wages for all Journeyman Painters working in San Francisco County shall be paid in accordance with the attached Wage Schedule A and receive a ~~three~~ four dollar ~~and fifty cent~~ ($~~34~~.~~50~~00) per hour increase to the Total Package on January 1, ~~2024~~2027, a ~~three~~ four dollar ~~and twenty-five cent~~ ($~~34~~.~~25~~00) per hour increase to the Total Package on January 1, ~~2025~~2028, ~~and~~ a ~~three~~ four dollar and ~~twenty~~ fifty ~~five~~ cent ($~~34~~.~~25~~50) per hour increase to the Total Package on January 1, ~~2026~~2029, and a four dollar and fifty cent ($4.50) per hour increase to the Total Package on January 1, 2030.

(c) The annual increases called for each January 1st of this Agreement shall first be utilized to pay any deficit reduction contributions required by the Bay Area Painters & Tapers Pension Plan, Preferred Rehabilitation Schedule, pursuant to Article 17, Section 2. Secondly, the annual increase required each January 1st of this Agreement shall be utilized to cover any hourly cost increase in Health & Welfare, with all. ~~Any~~ remaining annual increase amounts ~~that was not utilized to fund Pension and/or Health & Welfare shall~~ being allocated by the membership of District Council 16 working under this Agreement.

(d) Regular employees of each Employer shall be paid in accordance with the appropriate Wage Schedule A, which shall be determined based upon the county in which the Employer's place of business is located (home county). Regular employees who are brought into counties which are within the jurisdiction of the Union party to this Agreement but are covered under a different Wage Schedule (outside county), shall be entitled to receive the wages and conditions effective in either the home or outside county, whichever is more favorable to such regular employees. Members referred directly from the Union to a specific project shall be referred at the county rate based upon the projects location. "Regular Employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral.

(i.) Notwithstanding the above, the San Francisco County Wage Schedule A referred to in Section (b) above shall only apply to work performed in San Francisco County. Employees who regularly work for Employers located in San Francisco County and are assigned by the Employer to work anywhere outside of San Francisco County shall be paid in accordance with the Bay Area Wage Schedule A referred to in Section (a) above.

(e) The Pparties agree that the wage schedules shall be established and distributed no later

than October 31 of every year.

Section 2. INDUSTRIAL PAINTER - Employees performing painting work on industrial projects shall be paid an additional amount per hour above the Taxable Net Wage Rate as outlined below of the Commercial Journeyperson Painter Wage Schedule A in addition to any other high time or premium pay as referenced in Article 10, Section 10. Industrial projects shall mean new construction or maintenance work performed in the energy, power, water, wastewater, chemical, manufacturing, industrial buildings, heavy highway or any other industry requiring the use of protective coatings. Said work shall be paid an additional amount per hour above the Commercial Journeyperson Painter Wage Schedule A as follows:

a. July 1, ~~2023~~ 2026 – December 31, ~~2023~~ 2026 - $2.~~00~~75
~~a.~~b. January 1, 2027 - $3.75
~~b. January 1, 2024 - $2.25~~
~~c. January 1, 2025 - $2.50~~
~~d. January 1, 2026 - $2.75~~

Section 3. BRIDGE PAINTER - Employees performing painting work on bridge, overpass, or roadway tunnel projects shall be paid an additional amount per hour above the Taxable Net Wage Rate as outlined below of the Commercial Journeyperson Painter Wage Schedule A in addition to any other premium pay required. Bridge Painter projects shall mean new construction or maintenance work performed on bridge, overpass, or roadway tunnel projects. Employees performing said work shall be excluded from Article 10, Section 10(b) High Time.

a. July 1, ~~2023~~ 2026 – December 31, ~~2023~~ 2026 - $4.~~00~~75
~~a.~~b. January 1, 2027 - $5.75
~~b. January 1, 2024 - $4.25~~
~~c. January 1, 2025 - $4.50~~
~~d. January 1, 2026 - $4.75~~

Section 4. SUPERINTENDENTS WAGES - Superintendents shall receive Journeyperson hourly Taxable Net Wage Rate, of the classification being supervised, plus ~~seven~~ eight dollars ($~~8~~7.00) per hour.

(a) Superintendents shall be required to ~~attend and satisfactorily~~ complete and maintain ~~at least sixteen (16) hours of training through the Finishing Trades Institute of Northern California and Nevada made available through the STAR program annually of which at least eight (8) hours shall be Supervisor Certification Training, until current with all SCT curriculum. In addition, they must also maintain a minimum of OSHA 30,~~ First Aid/CPR~~,~~ and Supervisor Harassment Prevention certificates.

Section 5. FOREMAN WAGES - When four (4) or more employees covered under this Agreement are on a job of five (5) 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 four (4) or more employees for five (5) days or more on each separate operation. The duties and responsibilities of the Foreman shall include handling the Employer's 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 Journeyperson hourly Taxable Net Wage Rate of the classification being supervised, plus:

(a) Two dollar and fifty cents ($2.500) per hour when in charge of three (3) or more employees covered under this Agreement who are on a job of five (5) days' duration or more.

(b) Four dollar and fifty cents ($4.500) per hour when in charge of five (5) or more employees covered under this Agreement who are on a job of five (5) days' duration or more.

(c) Six dollar and fifty cents ($6.500) per hour when in charge of ten (10) or more employees covered under this Agreement who are on a job of five (5) days' duration or more.

(d) Foremen wages and premium to be based on the highest wage classification on the job they are supervising.

(e) Foreman shall be required to attend and satisfactorily complete and maintain at least sixteen (16) hours of training through the Finishing Trades Institute of Northern California and Nevada made available through the STAR program annually of which at least eight (8) hours shall be Supervisor Certification Training, until current with all SCT curriculum. In addition, they must also maintain a minimum of OSHA 30, First Aid/CPR, and Supervisor Harassment Prevention certificates.

Section 6. NEW APPLICANT

(a) New Applicants shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows:

First Year. 70%
Second Year. 80%
Third Year…. 90%

(b) Full fringe benefit contributions shall be made on behalf of all New Applicants with the exception of Pension, Annuity and Vacation/Holiday; such contributions shall be based on their respective percentage of Journeyperson contributions, or in accordance with the applicable Wage Schedule A.

(c) New Applicants cannot replace Journeypersons.

(d) In no case will New Applicants be allowed to work on prevailing wage projects.

(e) No New Applicant shall suffer a reduction in Taxable Net Wages as a result of the implementation of this Agreement.

Section 7. APPRENTICE WAGES:

(a) Apprentices shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows:

1st six (6) months:	50%	6th six (6) months:	75%

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2nd six (6) months:	55%	7th six (6) months:	80%
3rd six (6) months:	60%	8th six (6) months:	85%
4th six (6) months:	65%	9th six (6) months:	90%
5th six (6) months:	70%	10th six (6) months:	95%

(b) Full fringe benefit contributions shall be made on behalf of all Apprentices with the exception of Pension, Annuity and Vacation/Holiday; such contributions shall be based on their respective percentage of Journeyperson contributions, or in accordance with the applicable Wage A.~~.~~

(c) No Apprentice shall suffer a reduction in Taxable Net Wages as a result of the implementation of this Agreement.

(d) ~~Apprentices must be current on reporting their work hours before they can be dispatched.~~

Section 8. PRE-APPRENTICE WAGES:

(a) Pre-Apprentices shall be paid an hourly Taxable Net Wage based upon thirty percent (30%) of the Journeyperson Taxable Net Wage, or Minimum Wage Standard, in accordance with the applicable Wage Schedule A.

~~(a)~~ ~~.~~

(b) Full fringe benefit contributions shall be made on behalf of all Pre-Apprentices with the exception of Pension, Annuity and Vacation/Holiday. Pre-Apprentices shall have no contributions made on their behalf towards Pension, Annuity and Vacation/Holiday during their term of Pre-Apprenticeship.

(c) The Pre-Apprenticeship term shall last for no longer than three~~six~~ (3~~6~~) months.

(d) The entire Pre-Apprenticeship period shall be considered probationary and employment may be discontinued at any time at the sole discretion of the Employer.

(e) In no case will Pre-Apprentices be allowed to work on prevailing wage projects.

Section 9. COMMERCIAL PAINTING PREMIUMS:
Commercial Painting Premium shall only apply to employees working under the Commercial ~~Journeyperson~~ Painting Wage Schedule A as referenced in Article 10, Section 1.

(a) **HIGH TIME -** Employees shall be entitled to high time premium whenever Federal or State OSHA requires personal fall restraints are to be worn by the employee. The amount of the premium shall be determined by the following height schedule:

(i.) When working over fifty (50) feet above ground or water level the employee shall be paid an additional two dollars ($2.00) per hour for all such work;

(ii.) 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

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dollars ($4.00) per hour for all such work;

(iii.) 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.

(b) **WALLCOVERING -** Employees applying wall covering shall receive two dollars ($2.00) in addition to the Taxable Net Wage Rate plus any other high time or premium pay.

(c) **EXOTIC MATERIALS -** Employees applying any materials or coatings where the application must be certified by the manufacturer, shall be paid an additional one dollar and twenty-five cents ($1.25) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

(d) **LEAD ABATEMENT/REMOVAL –** Employees performing lead abatement/removal and maintains a current ~~24 hour~~ lead certification shall be paid an additional one dollar ($1.00) per hour above the Taxable Net Wage Rate in addition to any other premium pay.

Section 10. INDUSTRIAL PAINTING PREMIUMS
Industrial Painting Premiums only apply to employees working under the Industrial Painting Wage Schedule A as referenced in Article 10, Section 2.

(a) **METALIZING & THERMAL SPRAY APPLICATION –** All employees working on a crew that is applying industrial coatings with a heat source (flame or other) and a coating material in a powder or wire form, such as Thermal Spray, Plasma Spray, HVOF, Arc Spray, Flame Spray, or metalizing on an industrial project, shall be paid an additional twoﬀour dollars ($24.00) per hour above the ~~Commercial~~ Industrial Taxable Net Wage Rate in addition to any other premium.

(b) **HIGH TIME –** Employees shall be entitled to high time premium whenever Federal or State OSHA requires personal fall restraints are to be worn by the employee. The amount of the premium pay shall be determined by the following height schedule:

(i.) 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;

(ii.) 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.

Section 11. PAYMENT OF WAGES - All wages are due and payable either in direct deposit, pay/debit card or negotiable check, together with a receipt or check stub showing employee's and employer's name, rate of pay, pay period and hours worked, all deductions made and the amount due. Said payments shall conform with all the provisions pertaining to the payment of employees as required by Federal and State Laws. Violation of this clause shall be deemed sufficient reason for removal of employees by the Union Representative.

(a) In the event of controversy regarding the proper payment of wages or merits of the period of waiting time, the Employer shall place the disputed amount of wages and/or waiting time

involved in escrow, pending resolution. Claims for such disputed compensation must be filed within fourteen (14) days from the date the disputed claim occurred and is to pertain to any form of compensation covered by this Agreement. Claims are limited to the last thirty (30) calendar days worked. The thirty (30) day limit does not apply to fringe benefit contributions.

(b) Wages earned shall be due and payable on the last day of each work week on the job at quitting time and shall include all wages earned up to and including Tuesday night; except that by application to the District Council 16, the Employer may obtain special permission to include on their payroll only such wages as were earned up to and including Monday night. This exception, which must first be approved by the Union, is intended to be allowed only in those instances where the preparation of large and/or scattered job payrolls cannot reasonably be accomplished in time to meet the Tuesday night provision. When a holiday falls on a Friday or is a Designated Day Off, all wages earned up to and including Monday night shall be due and payable on Thursday on the job at quitting time.

(c) Employees laid off or discharged must be paid in full at the time of dismissal.

Section 12. SUBSISTENCE - If one employee is required to live away from their place of residence, said employee shall be paid one hundred and twenty-five dollars ($125.00) per day, for room and board or actual room and board cost, whichever is greater. In addition, they shall receive the current rate of pay and fringe benefits for all hours worked.

(a) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.

(b) Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

Section 13. TRAVEL TIME - Employees who jobsite report more than fifty (50) miles from the point of dispatch (Member's 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 fifty (50) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than fifty (50) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the fifty (50) miles. Mileage and drive time is to be based on Google Maps. 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 Maps 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 – 50)	
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**		

Travel Time Calculation Sheet (Example)

John Doe	From:	123 Any Street, San Francisco, CA		
	To:	456 Main Street, Santa Cruz, CA		
		Minutes	**Miles**	**Minutes Per Mile**
Actual Commute (One Way)		**71.00**	**72.80**	**0.98**
Adjusted Commute (One Way)		**22.34**	**22.80**	
Round Trip		**44.68**	**45.60**	
Daily Travel Time/Mileage Reimbursement:		**$32.52**	**$26.22**	
Total Daily Reimbursement		**$58.74**		

Section 14. TRAVEL EXPENSE - Whenever employees report to the jobsite, the employee shall be paid or reimbursed for all parking, bridge tolls and public transportation costs. Parking and bridge toll reimbursement shall be subject to the following criteria; in the event that free parking is not available within a quarter mile of the jobsite, the Employer will provide such facilities or shall have the right to designate the areas to be used for reimbursable parking. When free parking is not available the Employer shall reimburse the driver of the vehicle for the cost of such parking up to ~~thirty-five~~forty dollars ($40~~35~~.00) per day upon being presented with a receipt or voucher certifying the cost thereof. The Employer will reimburse the driver for their bridge tolls upon a showing of receipts for such on a weekly basis. "FasTrak" users will be reimbursed upon showing of receipts on a monthly basis. Public transportation costs shall be reimbursed if the employee chooses to utilize public transportation and such reimbursement is more economical than reimbursing parking and bridge tolls.

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 jobsite at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or ~~emergency situation~~circumstances 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 their 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 ~~forty~~fifty (540) miles from the point of dispatch. Reporting to work on jobs beyond fifty (50) miles from the point of dispatch shall be in accordance with the provisions of "Travel Time" heretofore defined.

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Section 17. INCENTIVE PAY - Employer may issue Incentive Paycheck to employee four (4) times each year and shall be labeled accordingly in memo of check.~~.~~

Section 18. SAFETY INCENTIVE - Safety incentive paycheck issued in accordance with the Employer's written safety program shall not be counted as incentive pay, and payment of such shall be allowed as provided in the Employer's written safety program. Paycheck shall be labeled accordingly in memo line of check.

All monetary changes shall become effective January 1, 20274.

ARTICLE 11
WORKING CONDITIONS

Section 1. REGULAR WORK WEEK –

(a) Eight (8) hours shall constitute a regular work day between the hours of 5:00 a.m. and 5:30 p.m. The regular work week shall be forty (40) hours made up of five (5) consecutive regular work days Monday through Friday. Starting and finish times shall be determined on a job by job basis and shall not be changed during any regular work week. With prior notification by the Employer to the Union where the work is being performed, four (4) ten (10) hour days, consecutive, Monday through Friday, may be worked to equal a regular forty (40) hour work week.

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

i. Individual 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 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.

ii. Employees shall take a 30-minute unpaid off-duty meal period starting before the end of the 5th 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.

(c) **HEAT ILLNESS PREVENTATIVE COOL-DOWN RECOVERY PERIOD -** A heat illness preventative cool-down recovery period of no less than five (5) minutes shall be made available to prevent heat illness. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period. If an individual employer fails to provide an employee a preventative recovery cool-down period in accordance with this Section, the individual employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided.

(d) All disputes concerning meals, rest periods and/or heat illness prevention recovery periods are subject to the Grievance Procedure set forth in this Agreement. Decisions resolving disputes

arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 2. OVERTIME - All work performed before or after the regular work day, before or after the regular work week including Saturdays and Designated Days Off, shall be paid at the overtime rate of one and one-half (1 ½) times the Taxable Net Wage. All work performed Monday through Saturday after 12 hours, Sundays and all Holidays listed in Article 11, Section 3, shall be paid at two (2) times the Taxable Net Wage.

(a) If inclement weather forces a job to be shut down during the regular work week, Monday through Friday, then the Employer can work their crew, on a voluntary basis, on Saturday at straight time. A Saturday straight time day will only apply if inclement weather forces a job to shut down during the regular current work week, Monday through Friday. The Employer can work only that crew which is already on the jobsite at the time that inclement weather forced the shutdown or the equivalent number of replacements for such crew members who are unable to work.

(b) No work shall be performed at any time other than during the regular work day except by notification of the Local Union in the area and NCPFC where work is to be performed. Notification for any and all work at any time other than during the regular work day stipulated herein shall be sent prior to starting said work. Notification for Saturday and Sunday work, recognized Holidays and all Designated Days Off, must be made no later than 4:30 p.m. of the last regular work day of the week. Except in emergency situations, notification may be given in writing, by facsimile or e-mail.

Section 3. HOLIDAYS - The recognized holidays shall be: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, ~~Juneteenth National Independence Day,~~ Independence Day, Labor Day, ~~Veteran's Day,~~ Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday the Monday following shall be observed as a holiday. No work shall be performed during any hour of the twenty-four (24) hours of Labor Day.

(a) DESIGNATED DAYS OFF - In addition to the foregoing recognized holidays, there shall be ~~seven~~ eight (~~8~~7) designated days off per contract year: ~~September 1, 2023, November 24, 2023, December 29, 2023, February 16, 2024, April 1, 2024, May 24, 2024, June 14, 2024, July 5, 2024, August 30, 2024, November 29, 2024, December 23, 2024, , April 21, 2025, May 23, 2025, June 20, 2025, July 7, 2025, August 29, 2025, November 28, 2025, December 26, 2025, January 2, 2026, February 13, 2026, April 3, 2026.~~ July 6, 2026, September 4, 2026, November 13, 2026, February 12, 2027, March 26, 2027, May 10, 2027, May 28, 2027, June 21, 2027, July 2, 2027, September 3, 2027, November 12, 2027, February 18, 2028, April 14, 2028, May 15, 2028, May 26, 2028, June 19, 2028, July 3, 2028, September 1, 2028, November 10, 2028, February 16, 2029, March 30, 2029, May 14, 2029, May 25, 2029, June 18, 2029, July 5, 2029, August 31, 2029, November 12, 2029, February 15, 2030, April 19, 2030, May 13, 2030, May 24, 2030 and June 17, 2030.

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Section 4. SHIFT WORK - Shift Work is work performed outside the regular work day, Monday (12:01 a.m.) through Friday (11:59 p.m.). When the Employer wishes to schedule employees to work any portion of their work day outside their regular work day, the employees shall be paid twenty percent (20%) above their Taxable Net Wage for all such hours worked outside their regular work day. Employers scheduling Shift Work must notify the Director of Service of the Union and NCPFC in writing by email in advance of starting Shift Work. Overtime rates shall be paid for all hours worked outside the regular work day if the Employer fails to notify the Union as described above.

Section 5. FLEXTIME - Flexible start times, Monday (12:01 a.m.) ~~-~~through Friday (11:59 p.m.), may be established at the straight time hourly Taxable Net Wage for work that cannot be performed during the regular work day due to customer restrictions or requirements. Flextime shall only be applicable on jobs working five (5) consecutive days or less. Employers scheduling employees to work under Flextime must notify the Union. The Employer shall provide notification for Flextime work in writing by email or facsimile to the Director of Service of District Council 16 and NCPFC at least one (1) business day in advance. The Director of Service of the Union shall forward a written acknowledgement by email or facsimile to the notifying Employer. Overtime rates shall be paid for all hours worked outside the regular work day if Flextime notification has not been sent.

Section 6. On all new construction and in shops where employees report to work, the Employer shall furnish adequate sanitation stations, toilet facilities and drinking water, unless provided by others.

Section 7. No employee shall be required to wash out brushes, tools, or equipment in any material other than that approved by the ~~State Health and Accident Commission~~ Cal/OSHA.

Section 8. Employees may be required by the Employers to sign for brushes or special tools and shall be held accountable for same.

(a) Employees will be held accountable for intentional damage to equipment or property.

Section 9. Employers shall be required to furnish sterilized rags for use on every job for the use of the worker as may be required.

(a) Employers shall furnish to all employees all protective apparels necessary to safeguard painters from all health hazards, such as, gloves, rubber pants, rubber boots, hoods, respirators, face coverings and creams as prescribed for in the Safety Health Orders by a municipality, a county, the State of California, or Federal Regulations.

(b) Employers shall furnish protective gloves to be used when washing brushes or equipment where solvents or chemicals are used that may be injurious to the skin.

(c) Individual Employers shall supply equipment approved by the State of California Division of Industrial Safety to all employees. It shall be mandatory for all employees to use safety equipment as required.

(d) The Safety Orders of the Division of Industrial Safety are incorporated herein, and made part hereof as if set forth in full.

(e) It shall be considered grounds for instant dismissal for any employee to willfully refuse to obey safety regulations. The employee, so discharged, shall receive wages only for actual time worked.

Section 10. TOOLS - Tools used in any phase of painting, papering and all other facets of the trade shall be at the sole discretion of the Employer. Journeyperson painters shall report to work with the usual tools of the trade, consisting of duster, putty knife, broad knife, hammer, screwdriver, pliers, white work clothes and special tools and equipment issued by the Employer. The Employer shall verify that all Journeypersons have a valid driver's license and may participate in the Employer Pull Notice (EPN) program. Employees shall not be allowed to attach any artificial equipment such as stilts to their arms

or legs or their bodies in any manner whatsoever.

Section 11. Employees shall not work on a piecework basis, nor be permitted to contract or sub-contract.

Section 12. An employee shall not be allowed to their vehicle to transport materials in excess of fifty (50) pounds or equipment of any type for Employer at any time.

Section 13. No employee shall furnish to an Employer for rent or otherwise, any vehicle, rigging or tools, except as provided under this Agreement.

Section 14. Paperhangers may supply straight edge, paperhanger trestles and the usual paperhanger's tools.

Section 15. SAFETY TRAINING - Each DC16Journeyperson and above (Painter) shall obtain and maintain the certifications and training outlined ~~in subsections A and B~~ below. ~~Once the required training is complete and up-to-date, journeypersons and above shall then annually complete a minimum of sixteen (16) hours of painter trade and/or safety education training courses that are recommended by their employer.~~ The curriculum for such continuing education shall be established and provided by the Finishing Trades Institute of Northern California and Nevada ("FTI") and made available through the STAR Program. They shall possess a valid and updated training card and provide documented proof of training to their employer and the FTI. The Union shall not dispatch any DC16 Journeyperson without proof of training.

(a) Each Journeyperson and above (Commercial Painter) shall successfully complete and maintain the following:

~~1. By January 1, 2025~~

~~i.~~ 1. Fall Protection (USACE EM385), including Ladder Safety~~, and~~

~~ii.~~ 2. Mobile Elevated Worker Platforms~~, and~~

~~iii.~~ 3. Harassment Training

~~or~~ 4. OSHA-10 or OSHA-30

5. Scaffolding Training and

6. Lead Awareness (by July 1, 2027)

~~iv. Sixteen (16) hours employer-recommended painter-trade and/or safety education training, if the above-required training is complete and up-to-date. If none or only a portion of the above training is complete, the hours to complete the required training above would count towards the minimum sixteen hours.~~

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~~2. By January 1, 2026~~

~~v. OSHA-10 or OSHA-30, and~~

~~vi. Scaffold Training~~

~~or~~

~~vii. Sixteen (16) hours employer-recommended painter-trade and/or safety education training, if the above-required training is complete and up-to-date. If none or only a portion of the above training is complete, the hours to complete the required training above would count towards the minimum sixteen hours.~~

(b) Each Journeyperson and above (Industrial & Bridge Painter) shall successfully complete and maintain the

following:

~~1. By January 1, 2025~~

~~i.~~ 1. OSHA-10~~, and~~

~~ii.~~ 2. Scaffold Training~~, and~~

3. Harassment Training

4. CAS Level 2 Certification (for spray painters and blasters only)

5, Hanging Platform Training

6. Mobile Elevate Work Platforms

7. Fall Protection (USACE EM385), including Ladder Safety and

~~iii.~~ 8. AMPP Lead Awareness (by July 1, 2027)

~~or~~

~~iv. Sixteen (16) hours employer-recommended painter-trade and/or safety education training, if the above-required training is complete and up to date. If none or only a portion of the above training is complete, the hours to complete the required training above would count towards the minimum sixteen hours.~~

~~2. By January 1, 2026~~

~~i. CAS Level 2 Certification for spray painters and blasters; or~~

~~ii. Hanging Platform Training, Mobile Elevated Work Platforms, and Fall Protection (USACE EM385), including Ladder Safety for all others~~

~~or~~

~~iii. Sixteen (16) hours employer-recommended painter-trade and/or safety education training, if the above-required training is complete and up to date. If none or only a portion of the above training is complete, the hours to complete the required training above would count towards the minimum sixteen hours.~~

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Section 16. It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an "Exceptional Condition", and an Employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

(a) The Employer shall submit a request for an Exceptional Condition permit in writing by email to the Director of Service of the Union and will include NCPFC on the request. The Director of Service of the Union shall forward a written response by email to the requesting Employer within two (2) business days of the request.

ARTICLE 12
STEWARDS

Section 1. The Union shall be empowered to appoint all Shop Stewards and Job Stewards. The Union shall also be empowered to remove Stewards for just cause. The Union shall notify the Employer in writing of the appointment and removal of its Stewards. Stewards shall be appointed from among the current work crew of the Employer.

Section 2. DUTIES - To check all working cards of foremen, workers and apprentices and to check all applications, working permits, and to report the same by the use of Steward's Report to the Business Representative of the Union in the area where work is performed. The Steward, as a working Journeyperson, shall be allowed a reasonable amount of time to perform ~~his/her~~their Steward duties that cannot be performed outside of working hours.

Section 3. The Steward shall report to the Business Representative of the Union and the Employer or ~~his/her~~their representative, all violations of the working agreement.

Section 4. All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the Employer, are to be reported to the Union or the Business Representative in the area, for action as may be deemed necessary.

Section 5. The Steward shall be the last worker laid off, provided ~~he/she~~ they are~~is~~ qualified and able to do the job available to ~~him/her~~them, except foremen, touch-up and specialty worker.

ARTICLE 13
DRUG TESTING AND REHABILITATION

~~Section~~Section 1. Drug Testing - When a customer or owner requires drug testing as a condition of employment on a jobsite or project it is agreed that employees covered under this Agreement shall comply with drug testing policies for that jobsite or project. An Employer may require that employees involved in an accident resulting in damage to the plant, property, equipment, or injury to ~~himself/her~~themself or to others, may be tested for drugs and alcohol. When a Journeyperson Painter reports to an Employer site or office to specifically undergo a drug test, fails to pass the test, and is not hired by the Employer, ~~he/she~~they shall not be paid for any hours.

Section 2. Rehabilitation - If an employee self-admits themselves into a rehabilitation program for substance use disorder prior to a failed drug test and completes the DC16 Northern California Health & Welfare Trust Fund designated program. they shall be put back to work by the Employer. unless it causes undue hardship to the Employer's operations. If an employee self-admits themselves into a rehabilitation program for mental health, has been continuously employed by the Employer for two hundred fifty (250) hours. and completes the DCl6 Northern California Health & Welfare Trust Fund designated program, they shall be put back to work by the Employer, unless it causes undue hardship to the Employer’s operations. The enrollment and participation in these programs by the employee shall remain confidential

ARTICLE 14
VIOLATIONS

Section 1. Any Employer who fails to pay ~~his/her~~their Health and Welfare contributions for insurance coverage herein provided for shall be held responsible and liable to any employee covered by this Agreement for the benefits which would have been provided by such insurance coverage.

Section 2. Employees shall not enter or remain in the employ of any Employer who willfully neglects or refuses to ~~stand trial~~follow the grievance procedures in this Agreement or after ~~due trial~~ completion of the grievance procedures in this Agreement, refuses to abide by a decision rendered pursuant to the provisions of this Agreement.

Section 3. No party to this Agreement, whether Employer or employee, shall work for or with, or employ on any job a person as Employer or employee, who is acting in violation of this Agreement or who has failed or refused to comply with any decision of the appropriate organization rendered pursuant to the provisions of this Agreement.

Section 4. Business Representatives of the Union and NCFPC shall both be informed immediately of any violation. Business Representatives shall not be allowed to remove Journeyperson Painters and Apprentices from any and all jobs unless the contract violation involves failure to pay proper wages, failure to pay Fringe Benefits, failure to meet all financial obligations provided for by this Agreement, safety reasons, working overtime without a permit and a non-union person on the job.
Employees removed from any job for such violations shall be paid by the contractor the amount at the rate of straight time to compensate them for the inconvenience and loss of time due to said violations. Said waiting time shall not exceed five (5) days. It shall be a violation of the Agreement for failure to report violations of the Agreement.

Section 5. Union to police own forces with penalties for working open shop.

ARTICLE 15
GRIEVANCE & ARBITRATION

Section 1. For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement and those disputes set forth in Section 9 below.

Section 2. Such grievances shall be handled in the following manner:

(a) The aggrieved employee or Union Representative shall present the grievance in writing by email ~~or fax~~ to the designated representative of the Employer and NCPFC and shall meet with that representative within ten (10) working days to discuss the grievance.

(b) If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party to arbitration by written notice by email ~~or fax~~ to the other party within fifteen (15) working days from the date of the above referenced meeting.

Section 3. ARBITRATOR - If the ~~parties~~ Parties cannot reach agreement on an impartial Arbitrator, either the Union or the Employer may request the California State Mediation and Conciliation Service's Panel of Arbitrators Selection System (PASS) or Federal Mediation and Conciliation Services (FMCS) to submit a list of five (5) Arbitrators to the parties. The list shall contain only established Labor Arbitrators in the state of California. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator.

Section 4. HEARING - The impartial Arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute. The hearing will be in-person unless otherwise agreed by Union and Employer.

Section 5. AMEND AGREEMENT - The Arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement. The Arbitrator shall have the authority to fashion a remedy.

Section 6. EXPENSE FOR ARBITRATION - The party losing the arbitration shall pay the Arbitrator's charges. Cost of the hearing room shall be shared by both of the ~~parties~~Parties. The cost of the transcript if requested by both P~~p~~arties shall be shared equally. If there is any question who lost the arbitration, the Arbitrator shall decide who shall pay the expenses of the Arbitrator whether in whole or in part.

Section 7. FOURTEEN DAY LIMIT - Matters not presented to the Employer or the Union in writing via email ~~or fax~~ within a period of fourteen (14) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

Section 8. UNION ECONOMIC OR LEGAL ACTION - In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question

concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of this Agreement. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the Union if prior to the taking of such action the Employer has raised a question concerning the interpretation, application or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 14.

Section 9. ARBITRATION OF WAGE AND HOUR CLAIMS AND THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT PRECLUSION -

All statutory claims arising under the Fair Labor Standards Act, the California Labor Code and, the Industrial Welfare Commission Orders (e.g., Wage Order 16), associated penalties, all derivative claims arising under California Business and Professions Code Sections 17200, et seq. and all similar claims arising under any federal, state or applicable local wage and hour law, shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be adjudicated in a court of law or before any administrative agency such as the California Labor Commissioner. All substantive and procedural rights applicable to mandatory arbitration of statutory claims shall be observed (e.g., the right to more than minimal discovery, payment of costs by the Employer, a written award, etc.). The arbitrator shall apply the shortest applicable statute of limitations applicable to each claim and shall be authorized to award any and all remedies otherwise available by law.

Statutory claims described above shall be initiated by an aggrieved employee by written notice within the statute of limitations period to the Individual Employer with a copy provided to the Union. The Union will provide the aggrieved employee and Individual Employer with the permanent arbitrator's contact information. Once a grievance is filed for a statutory claim(s) described above, the Union, the aggrieved employee and the Individual Employer shall meet within thirty (30) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration under the procedures set forth in this Section 9.

Should the permanent arbitrator designated by the Parties to this Agreement be unavailable or unacceptable to the Individual Employer or aggrieved employee, the aggrieved employee and Individual Employer shall request a panel of five (5) labor arbitrators from the Federal Mediation and Conciliation Service ("FMCS") or three (3) arbitrators provided by the California State Mediation and Conciliation Service if the FMCS ceases to provide lists of arbitrators. The arbitrators shall be members of the National Academy of Arbitrators and located in Northern California. The aggrieved employee and Individual Employer will select an impartial arbitrator from the panel using an alternative striking method with the aggrieved employee making the first strike. The Individual Employer shall be responsible for paying the cost of arbitration, including the arbitrator's fee. The arbitration shall be an in-person proceeding unless otherwise agreed by the Individual Employer and aggrieved employee.

All Parties agree that grievances and arbitrations of all statutory claims shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding, and the arbitrator will have no authority to hear or preside over any such claim. The impartial arbitrator shall have the authority to consolidate individual statutory claims for hearing but shall not have the authority to fashion a proceeding as a class, collective or representative action, or to award relief to a group or class of employees in one grievance or arbitration proceeding. The impartial arbitrator

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shall have the authority to apply the applicable federal, state or local law to the statutory claim(s), but shall be prohibited from interpreting this Agreement. A decision of the impartial arbitrator shall be final and binding upon the aggrieved employee and the Individual Employer.

If the impartial arbitrator determines that the resolution of a statutory claim requires an interpretation of this Agreement, the impartial arbitrator shall certify a question to the Union and Employer seeking an interpretation of the relevant Section(s) of this Agreement. The Union and the Employer shall provide a response to the certified question within twenty-one (21) days of receipt from the impartial arbitrator. If the Union and the Employer cannot mutually agree upon the interpretation of the relevant Section(s) for the response to the certified question, the certified question shall be submitted to the Board of Adjustment and the permanent neutral arbitrator (as that term is used in paragraph 4 above) for a decision under the procedures set forth in paragraphs 1 to 17 of this Section.

Pursuant to Labor Code Section 2699.6 the Parties expressly agree that this Agreement prohibits any and all claims, disputes, and/or violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code that would be redressable pursuant to the Labor Code Private Attorney General Act of 2004 ("PAGA"). This Agreement expressly waives the requirements of PAGA in clear and unambiguous terms and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

Nothing herein shall prohibit the Union from bringing a group or class claim for violations of the Agreement. The Union may participate in any individual claim before an arbitrator at its choice. Should the Union file a statutory claim, the Union and Individual Employer will proceed under the grievance-arbitration procedures of the Master Agreement.

The arbitration of statutory claims is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and shall be interpreted to ensure its enforcement to the maximum extent permitted by law. The Parties agree that this Agreement evidences a transaction involving interstate commerce. If the Federal Arbitration Act is not applicable, the California Arbitration Act shall govern.

If a court of competent jurisdiction finds any term or clause in this Subsection 9 to be invalid, unenforceable, or illegal, such a term or clause may be revised by the Parties to the extent required according to the opinion of the court to render this Subsection enforceable or valid so as to preserve the Agreement and intent to the fullest possible extent.

This Subsection shall apply to any representative PAGA claims, class and/or individual claims that arise or are pending during the term of the Parties' current Collective Bargaining Agreement, regardless of when they were filed with any court or administrative agency. ~~In addition to claims for meal period, rest period and heat recovery violations governed by Article 11, Section 1, the following claims and claims for associated penalties shall be resolved exclusively through the binding arbitration before an impartial arbitrator as set for this this paragraph, and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner: all claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Orders (e.g. Wage Order 16) and all derivative claims arising under California Business & Professions Code section 17200, et seq. for: unpaid wages (e.g. claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay and travel time); heat illness recovery violations, waiting time penalties; reimbursement of expenses (e.g. tools, cell phone charges, mileage and subsistence); recordkeeping of personnel files, time records and payroll records; violation of Labor Code sections 212 and 226, and all similar claims arising under applicable local law.~~

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It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code identified in Labor Code 2699.5 and 2699(f) as well as any others that are redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and that such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and not in court of law or any administrative agency, as set forth in this Section. Pursuant to California Labor Code Section 2699.6, the Parties hereby expressly and unambiguously waive the provisions of PAGA, Labor Code Section 2698, et seq., and agree that none of the provisions of that statute apply to any of the employees covered by the Agreement. This Agreement expressly authorizes the impartial arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. Any grievance alleging a violation of PAGA shall be resolved on an individual employee basis only and any claim under PAGA to recover civil penalties or other individual relief must be arbitrated under this Agreement. The impartial arbitrator is without authority to preside over any PAGA claim on behalf of any other person or joined by or consolidated with any other person's PAGA claim. This agreement to exclude PAGA actions will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction – not in arbitration – but the portion of the agreement to exclude PAGA actions that is enforceable will be enforced in arbitration.

For rest period and meal period claims, the time limit for bringing such claims is the time limit for bringing grievances under this Article 15. For all other claims covered by this section, the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the arbitrator. All substantive and procedural rights applicable to mandatory arbitration of employment claims shall be observed (e.g. the right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The impartial arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings. The arbitrator shall be authorized to award any and all remedies otherwise available by law.

Statutory claims described above (other than meal period and rest period claims) shall be initiated by an aggrieved employee by written notice within the statute of limitations period to the Individual Employer with a copy provided to the Union. Once a grievance is filed for a statutory claim(s) described above, the Union, the aggrieved employee and the Individual Employer shall meet within thirty (30) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration under the procedures set forth in this Article.

The aggrieved employee and Individual Employer shall request a panel of five (5) labor arbitrators from the Federal Mediation and Conciliation Service. The arbitrators shall be members of the National Academy of Arbitrators and located in Northern California. The aggrieved employee and Individual Employer will select an impartial arbitrator from the panel using an alternative striking method with the party making the first strike determined by the flip of a coin. The Individual Employer shall be responsible for paying the cost of arbitration, including the arbitrator's fee. The Impartial arbitrator shall have the authority to consolidate individual statutory claims for hearing but shall not have the authority to fashion a proceeding as a class, collective or representative action, to award relief to a group or class of employees in one grievance or arbitration proceeding, and under no circumstances may the impartial arbitrator hear or preside over any class, collective, or other claim joined by or consolidated with another person's or entity's claim, unless all parties agree in writing. The impartial arbitrator shall have the authority to apply the applicable Federal, state or local law to the statutory claim(s), but shall be prohibited from interpreting this Agreement. A decision of the impartial arbitrator shall be final and binding upon the aggrieved employee and the Individual Employer.

~~If the impartial arbitrator determines that the resolution of a statutory claim requires an interpretation of this Agreement, the impartial arbitrator shall certify a question to the Union and Employer seeking an interpretation of the relevant Section(s) of this Agreement. However, the preceding sentence does not apply to the agreement to exclude PAGA actions and whether the arbitrator may preside over any class, collective, or other claim joined by or consolidated with another person's or entity's claim. The Union and the Employer shall provide a response to the certified question within fourteen (14) days of receipt from the impartial arbitrator. If the Union and the Employer cannot mutually agree upon the interpretation of the relevant Section(s) for the response to the certified question, the certified question shall be submitted to the panel of Arbitrator listed in Section 3 of this Article for a decision.~~

~~If a court of competent jurisdiction finds any term or clause in this Section to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render this Section enforceable or valid so as to preserve the agreement and intent to the fullest possible extent.~~

~~This Section shall apply to any representative PAGA claims, class and/or individual claims that arise or are pending during the term of the Parties' current collective bargaining agreement, regardless of when they were filed with any court or administrative agency.~~

ARTICLE 16
OTHER FUNDS

Section 1. DUES CHECK-OFF - During the term of this Agreement, and any extensions thereof, in accordance with Article 17 of this Agreement, each individual Employer agrees to deduct from the Taxable Net Wages of all employees, covered by this Agreement, Dues Check-Off in the amounts specified in the ~~attached~~ appropriate Wage Schedule A. Said Dues Check-Off shall be remitted to the Trust Fund Administrator's office. ~~on forms provided by the Trust Funds Administrator, or other appropriate depository designated by the Union, not later than the fifteenth (15th) day of each and every calendar month for such deductions made during the preceding calendar month.~~

(a) Each Employer agrees that, at the commencement of employment of all employees covered by this Agreement, such Employer shall secure from said employee a work referral slip which shall include Dues Check-Off authorization signed by said employee.

(b) The Union shall indemnify the Employer against any and all liability for the remittance of Dues Check-Off pursuant to the provisions of this Section.

Section 2. NORTHERN CALIFORNIA PAINTING AND FINISHING CONTRACTORS INDUSTRY FUND - During the term of this Agreement and any extensions thereof, in accordance with Article 17 of this Agreement, every Employer signatory to this Agreement shall pay Industry Fund contributions based upon all covered employee hours worked a per hour contribution rate in the amount of thirty-five cents ($0.35) ~~per hour.~~or in accordance with the appropriate Wage Schedule A. 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 NCPFC~~, no 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 NCPFC designated account. The Industry Fund contribution rate to the NCPFC will be monitored and adjusted if necessary by the NCPFC.

~~**Section 3. VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS** - Each Member hereby authorizes and directs the Employers to deduct from their pay the sum of five cents ($0.05) for each hour worked, as a contribution to the Political Action Together-Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the PAT-PC of the International Union of Painters and Allied Trades for each employee covered by this Agreement, as follows:~~

~~**(a)** For each hour worked or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents ($0.05) to PAT-PC.~~

~~**(b)** For the purpose of this Article, each hour worked, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.~~

~~**(c)** Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.~~

Section 34. IUPAT-FTI – In accordance with Article 17 of this Agreement, the Employer shall be required to remit a ~~The~~ per hour contribution rate ~~to be remitted~~ to the IUPAT Finishing Trades Institute (IUPAT-FTI) ~~will be~~ in the amount of ten cents ($0.10) or in accordance with the appropriate Wage Schedule A on each employee covered under this agreement. ~~.~~

Section 45. STAR PROGRAM - There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a mutual benefit non-profit Corporation. The purposes of the STAR Program are to promote a high performance, high value culture within the workforce covered under this Agreement. The STAR Program promotes, funds, and incentivizes participation in training programs that are designed to upgrade industry and vocational skills, increase occupational efficiency, and improve safety. The STAR Program shall fund all trainings sponsored by the STAR Program and all rewards granted to employees who annually meet the required goals as established by the STAR Program. Other purposes of the STAR Program include acting as an area and industry-wide labor-management cooperation committee as provided for by Section 302c(9) of the Labor Management Relations Act of 1947, 29 U.S.C. Section 18c(9), for any and all purposes set forth in Section 5(b) of the Labor-Management Cooperation Act of 1978, including the establishment and operation of joint labor-management relationships, job security, competitiveness, productivity, organizational effectiveness, and economic development. The STAR Program may engage in any lawful activities incidental or related to the accomplishments of the above stated purposes.

(a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.

(b) The Employer shall be required to remit ~~twenty-five cents ($0.25)~~ a per hour contribution rate of thirty-five cents ($0.35) or in accordance with the appropriate Wage Schedule A for each hour worked or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 17.

Section 56. IUPAT LABOR MANAGEMENT COOPERATIVE INITIATIVE - We hereby establish a contribution to the IUPAT Labor Management Cooperative Initiative (LMCI) effective the date of this working agreement and any renewals or extensions thereof.

(a) For each hour or portion thereof, for each employee covered under this Collective Bargaining Agreement, in accordance with Article 17 of this Agreement, the Employer shall pay a per hour contribution rate of ten cents ($0.10) or in accordance with the appropriate Wage Schedule A~~payable to the District Council 16 Northern California Health & Welfare Trust Fund~~on each employee covered under this Agreement. Such contributions shall be forwarded to the LMCI Trust Fund.

~~**(b)** For the purpose of this Article, each hour worked, including hours attributed to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.~~

~~**(c)** Contributions shall be paid on behalf of any employee starting with the first (1st) day of employment in a job classification covered by this Agreement.~~

Section 67. WORK PRESERVATION FUND - There has been created a separate and independent entity, the Work Preservation Fund organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to expand the work

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and job opportunities available to signatory Employers and employees, and to advance and preserve the industry by promoting high standards and fair competition. These purposes are consistent with those established under the authority of the Labor Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9). The affairs of the Work Preservation Fund are governed by a Board of Directors comprised of equal members representing labor and management.

(a) In accordance with Article 17 of this Agreement, t~~T~~he Employer shall be obligated to pay the Work Preservation Fund a per hour contribution rate of ten cents ($0.10) or in accordance with the appropriate Wage Schedule A on each employee covered under this Agreement ~~for each hour worked. Pursuant to and under the terms of this Agreement, the Trust Funds Administrator shall collect such contributions for the Work Preservation Fund and shall thereafter each month forward said monies to the Work Preservation Fund~~.

~~**(b)** Appropriate records shall be kept and maintained by both the Trust Funds Administrator and the Work Preservation Fund as to the collection, transmittal and amounts of funds collected on forms to be provided exclusively by the Trust Funds Administrator. The parties agree that the contributions shall be transmitted to the Trust Funds Administrator.~~

~~**(c)** The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked.~~

ARTICLE 17
PAYMENTS TO TRUST FUNDS

Section 1. TRUST FUNDS - Current Trust Funds - This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly administered Trust Funds:

- **District Council 16 Northern California Health & Welfare Trust Fund**
- **Bay Area Painters & Tapers Pension Trust Fund**
- **Bay Area Painters & Tapers Pension Trust Fund – The Annuity Plan**
- **Finishing Trades Institute of Northern California and Nevada Trust Fund**
- **IUPAT - Finishing Trades Institute**
- **IUPAT – Labor Management Cooperative Initiative**

Section 2. TRUST AGREEMENTS - The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. The Individual Employer also agrees to be bound to such additional rules and regulations made by the Boards of Trustees to the Trust Funds to facilitate and enforce the collection and payment of contributions and related amounts as they may deem appropriate. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.

~~(a)~~ (a) The hourly Journeyperson contribution rates to the Bay Area Painters and Tapers Pension Plan shall include contribution providing Benefit Accrual Credit and contributions not providing ~~b~~Benefit Credit in accordance with the appropriate Wage Schedule A. ~~be as follows, but shall follow the benefit accrual as per the trust Fund SPD:~~

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~~Effective Date~~	~~Journeyperson Contributions Providing Benefit Accrual Credit~~	~~Additional Contributions Not Providing Benefit Accrual Credit~~
~~January 1, 2023~~	~~$3.70~~	~~$3.90~~
~~January 1, 2024~~	~~TBD~~	~~TBD~~
~~January 1, 2025~~	~~TBD~~	~~TBD~~
~~January 1, 2026~~	~~TBD~~	~~TBD~~

(b) ~~(b)~~ Those classifications contained in this Agreement that provide for contribution rates that are different from the contribution rates set forth ~~above~~ in the appropriate Wage Schedule A, then

the Employer shall pay additional contributions that do not provide benefit accrual credit which are proportional to ~~the above~~ these rates. These ~~above~~ contribution rates shall be in effect for the duration of this Agreement.

~~(b)~~(c) Deficit reduction contribution obligations are ongoing as determined by the Plan's actuary using such actuarial assumptions and methods for valuation of both Plan assets and liabilities which in the aggregate represent the actuary's best estimate of the Pension Plan's funded status.

~~(c)~~ (d) If the Bay Area Painters and Tapers Pension Plan is certified by its actuary to be in endangered status or critical status during the duration of this agreement, the bargaining ~~parties~~ Parties understand that the Board of Trustees will have the option to adopt Schedules which may contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). As updates to the Preferred Scheduled are adopted by the Trustees, they are hereby deemed approved by the bargaining P~~p~~arties and automatically incorporated into this Agreement.

Section 3. TRUSTEES - Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any trust funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust agreements and as required by law. The Union shall appoint all Union Trustees in accordance with its bylaws. NCPFC shall appoint their Trustees in accordance with their bylaws and the Trust ~~a~~Agreements. NCPFC, Wall And Ceiling Alliance, ~~p~~Painters and Decorators Contractors Association of Sacramento and any successor organization to any of them shall appoint ~~their~~ its Trustee or Trustees in accordance with their bylaws.

Section 4. PAYMENTS TO TRUST FUNDS AND OTHER FUNDS

(a) **Other Funds -** The Individual Employer agrees to make the payroll deductions and/or contributions and remittance thereof, of the Work Preservation Fund, Industry Fund, ~~DC 16~~ STAR Fund, Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, International Union of Painters and Allied Trades Dues Check-Off, Unity Action Dues Check-Off, and Vacation/Holiday Fund ~~and of the IUPAT PAT-PC~~ deductions pursuant to the ~~attached~~ appropriate Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreement of the District Council 16 Northern California Health & Welfare Trust Fund.

(b) **Due Date -** All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the last business day of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.

(c) **Liquidated Damages and Interest Assessments -** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorneys' fees, audit fees and any other expenses incurred in connection with the delinquency. The amount

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of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars ($150.00) per month, whichever is greater. However, if the delinquencies are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars ($150.00), not to exceed seven hundred fifty dollars ($750.00) per month, per contract. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. Any and all interest accrued for contributions of delinquent Vacation/Holiday deductions or Annuity contributions, shall be allocated to the effected participant of such Funds. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the District Council 16 Northern California Health & Welfare Trust Fund.

(d) **Economic Action -** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last business day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition the Union shall have such further remedies as set forth in this Agreement.

(e) **Rights and Remedies** - The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.

(f) **Place of Payments -** All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, NCPFC and the Union, and on such forms as they may require.

(g) **Minimum Contribution Rates -** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the Pparties recognize that the Trusts specified in the

Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.

(h) **Payroll Inspection -** The Administrator of the Trust Funds referred to in Section 1 above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.

(i) **Time Records -** Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name, identifying number and/or the last four (4) digits of the employees social security number, the job or job's names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are submitted and kept electronically.

(j) **Electronic Record Keeping -** Where time records are maintained electronically, upon the request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. Electronic time records must include the data referenced in Section (i), above (excluding signature), and must comply with Employer's Electronic Recordkeeping policy. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.

(k) **Checks and Check Stubs -** Each paycheck and each stub or copy shall clearly indicate the date of payment, pay period covered, company name and shall include:

(1) Total straight time hours worked and the rate of pay;

(2) Total overtime worked and overtime rate;

(3) Total gross wages paid, including pay for Travel Time;

(4) Deductions itemized; and

(5) Net pay for period.

(6) The inclusive dates of the period for which the employee is paid;

(7) The name of the employee and either the last four digits of the employee's social security number or an employee identification number other than a social security number;

(8) The name and address of the legal entity that is the employer; and

(9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

(l) **Failure to Keep Records -** If an Employer fails to keep time cards or time records as required

above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

Section 5. AUDITS OF RECORDS - The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including but not limited to, the following:

(a) Canceled checks and check stubs showing all monies paid to each employee of the Employer.

(b) Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer. This shall include, but not be limited to cash disbursement journals.

(c) The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.

(d) Copies of all fringe benefit returns of the Employer's prepared for filing with the Trust Funds for each month, as well as those prepared for filing with other Trust Funds relative to additional Collective Bargaining Agreements to which Employer is signatory.

(e) Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.

(f) Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 9-C).

(g) Individual employee's time records including but not limited to all Travel Time Calculation Sheets as required by Article 10, Section 13(a) for each employee of Employer.

(h) Records of each job involving application work covered by this Agreement, to the extent that such records exist, including:

(i.) Name and address of owner of property where work covered by this Agreement was performed;

(ii.) Name and address of the general contractor for whom the work was performed;

(iii.) Street address where work covered under this Agreement was performed;

(iv.) Total payroll cost of each job;

(v.) Name and address of each person who performed work covered by this Agreement on each job; and

(vi.) Total material cost of each job.

(i) Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.

(j) Disbursement Journal of the Employer.

(k) Payroll Journal of the Employer.

Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by ~~him/her~~them to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send ~~his/her~~their records for auditing to the Trust Fund Office or to the office of the designated accountant.

Whenever an employee appears on covered work as defined in this Agreement and ~~he/she~~they appear~~s~~ as an employee or subcontractor for other covered work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyperson painter's wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice.

Any bonuses, safety incentive pay, expenses or sums of monies paid to an Employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check. Fringe benefits are not applicable on these payments unless these payments are in lieu of hours on covered work.

Section 6. BONDING

(a) Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of five thousand dollars ($5,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.

(b) Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such

Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition the Union shall have such further remedies as set forth in this Agreement.

Section 7. TRANSFER OF MONEY FROM BENEFIT FUNDS TO WAGES

(a) During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request effective upon the date set forth in a Memorandum Of Understanding (Wage Schedule A) between NCPFC and the Union.

(b) Any increase or decrease in the required contributions by the Employer to the particular benefit fund or funds shall in no way result in a decrease in the Taxable Net Wage of the then current Wage Schedule A.

Section 8. ERRONEOUS PAYMENTS - An Employer shall be entitled to credit against future Employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with the Trust Funds' policy on overpayments of contributions.

Section 9. FRINGE BENEFIT COVERAGE FOR OTHER EMPLOYEES - Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the Employer, which may incorporate the rules of this Article by reference.

ARTICLE 18
SEPARABILITY AND SAVINGS CLAUSE

If any Article, Section, or paragraph of this Agreement is found not to comply with any applicable federal, state or local law, including any labor law or wage and hour law, such Article, Section, or paragraph shall be immediately opened for re-negotiation upon request of the Employer or the Union, but the other Articles, Sections, or paragraphs of this Agreement shall remain in full force and effect.

ARTICLE 19
PRESERVATION OF WORK CLAUSE

Section 1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercises directly or indirectly (through family members or otherwise) management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violation of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolutions of disputes. As a remedy for violations of this Article, the Arbitrator shall be able at the request of the Union, to require an Employer to pay; 1) effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the effected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Arbitrator shall be able to also provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Arbitrator under this Article only through arbiter, judicial or governmental (for example, the National Labor Relations Board) channels.

Section 3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

ARTICLE 20
EMPLOYERS

Section 1. The Employer shall have a duly issued and effective State Contractors License, shall carry Workers' Compensation Insurance, and shall comply with all Federal, State and Municipal Laws pertaining to the Painting Industry and all health and safety regulations and rules.

(a) Specialty Contractors, other than Painters and Decorators, who possess a State Specialty License, now classified as C-61 or C-9, in any of the following categories: Steam cleaning, Wallboard Taping, Paint Burning, Parking Lot Striping or Abrasive Blasting, and whose operations in the painting industry are confined strictly within the limits allowed under their Specialty License.

(b) **DRYWALL FINISHING -** Refer to "Northern California Drywall Finishers Master Agreement" All Employers signatory to this Agreement and/or interim Agreement doing drywall finishing work shall pay the negotiated Drywall Finisher scale. At no time shall a Drywall Finisher Employer use this Agreement in place of the Northern California Drywall Finishers Master Agreement.

Section 2. It is understood that the Union will continue their organizing efforts including production and maintenance, and Agreements will be signed with Employers in said fields, establishing terms and conditions for production and maintenance painting. Employers signatory hereto doing production and maintenance painting will be requested to execute agreements relating to said work, and any work done will be covered by the terms of each executed agreement, and, if none, by this Agreement. Any agreement so signed shall be copied to NCPFC.

Section 3. The Employer shall permit duly accredited representatives of the Union to visit the shop or job any time where work is being performed in order to determine whether the shop is being conducted in accordance with this Agreement.

Section 4. The Employer warrants, asserts and agrees that this document is executed by ~~him/her~~them with full authority to represent and bind the Employer, partnership, corporation or association of which ~~he/she is~~they are a partner, officer, representative or member. Should the Union enter into a contract with any Employer; the NCPFC will be provided with a copy upon request.

(a) This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.

Section 5. If this Agreement is signed by a member of a partnership, it shall apply to them and each of them individually. In the event of a dissolution or termination of said partnership or in the event of a merger, consolidation or other legal change whatsoever, with respect to Employer, any obligations hereunder shall be binding upon any assign, successor, legal representatives or lessee of such Employer.

Section 6. After this Agreement takes effect any Employer may become a party hereto if this Agreement is executed by ~~him/her~~them. This Agreement shall take effect as to such new Employer at such time as said party signs this Agreement.

Section 7. Each Employer may designate no more than two (2) owners, partners or persons holding

proprietary interest in the business as Contractor Members of the Union. Contractor Members may perform work covered by this Agreement and the Employer shall not be required to make Trust Fund contributions on behalf of Contractor Members.

Section 8. No two (2) or more contractors shall work for each other on any contract, except that a contractor may sublet a contract to a signatory contractor.

Section 9. It shall be a violation of this Agreement for the Employer or the Employer's agent to establish production quotas or piece work systems.

Section 10. The Employers shall have the right to manage their business in all respects without limitation except as expressly provided in this Agreement.

Section 11. The Employer agrees that ~~he/she~~ they will not contract work covered under the scope of this Agreement to anyone not signatory to a collective bargaining agreement with the International Union of Painters & Allied Trades. If the Union cannot supply a licensed, qualified subcontractor within forty- eight (48) hours, then the contractor can hire from any source.

Section 12. All Employers doing drywall work must register each drywall job with the Union on forms provided.

Section 13. Employers signatory to this Agreement shall, before commencing to perform work on any competitively bid job in which four hundred eighty (480) hours or more of covered work will be performed, register the job ~~with the Union on forms provided~~ in accordance with the agreed upon Job Registration Form.

Section 14. There may be established "Project Labor Agreements" to cover the scope of work outlined in this Agreement and in connection with Building Trades Agreements. The NCPFC will be provided with a copy upon request.

Section 15. This Agreement shall be considered an express waiver of all state and local paid sick leave laws and ordinances and all state and local paid time off laws and ordinances that can be waived through collective bargaining.

This waiver extends to future paid sick leave and paid time off laws and ordinances that may be waived through collective bargaining.

Any disputes concerning the validity of this waiver shall be resolved solely and exclusively through the grievance and arbitration procedures set forth in Article 15 of this Agreement.

Section 16. Employees working under this Agreement shall have the right to take up to five (5) days of bereavement leave upon the death of certain family members as set forth in Government Code Section 12945.7. Employees shall have all of the rights set forth in Government Code Section 12945.7 except that such rights must be enforced exclusively through the grievance and arbitration procedures set forth in Article 15 of this Agreement.

Section 17. SHOP REQUIREMENTS - Shop Requirements

~~1.~~ a. An Employer's shop for the purpose of this Agreement shall be defined as a location of the Employer's work at a shop or branch shop where the Employer conducts the regular business covered by this Agreement including the existence of inventory, a telephone, electric power and toilet facilities, and a permanent office where regular business is conducted ~~and where bargaining unit employees regularly work or report in and out.~~

~~2.~~ b. A construction jobsite location or a specific job shall not be considered a principal place of business.

~~3.~~ c. Unless the initial term of the lease for the Employer's shop or branch shop is for a period longer than one (1) year or the Employer owns the property, then the location shall be deemed a construction jobsite and not a principal place of business or an Employer's shop or branch shop.

d. It is agreed that if the Employer is excluded in the above section of this Article, they shall conform with the shop requirements in this Article within one (1) year from the signing of this Agreement.

~~4.~~ e. An Employer shall send an email notification to the union of all secondary or satellite locations prior to using it as a point of dispatch.

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ARTICLE 21
WORK STOPPAGES

Section 1. PERMITTED WORK STOPPAGE - There shall be no stoppages of work either ~~by strike or lockout~~ for any reason by the Pp~~p~~arties hereto, except as provided for elsewhere in this Agreement.

Section 2. PICKETING - It shall not be a violation of this Agreement for employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is being performed.

Section 3. No employee shall work for any signatory Employer that has failed, neglected or refused to pay ~~his or her~~ their employees the wages, fringes or other compensation provided for in this Agreement. A The Union may take such economic action by strike, picket line or boycott, as it may see fit, against any Employer so failing, neglecting or refusing to pay ~~his/her~~their employee the wages, fringes or other compensation provided for in this Agreement.

Section 4. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 5. NON-UNION JOBSITES - Furthermore, recognizing the "Special problems" in the construction industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting, or repair of a building, or other such work and the friction that is created when union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the non-union employee or employees, or refuses to remain on such jobsite when non-union employees are engaged in such construction on the jobsite. This clause shall apply only to jobsites where the Union's members are working, whether it is on a construction site of the Employer or at any other jobsite.

ARTICLE 22
AUTHORITY TO EXECUTE

Section 1. The undersigned Pparties warrant, assert, and agree that this document is executed by ~~him/her~~them with full authority to represent and bind the undersigned Pparties.

Section 2. If any provision of this Agreement is declared invalid, or the applicability thereof to any person, circumstances or thing is held invalid, the validity of the remainder of the Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

Section 3. INTENT AND PURPOSE – It is the clear understanding, intent and purpose of the signatories to this Agreement that is not over burdensome with unnecessary language. If any legal language needs to be added to any portion of this Agreement, it is agreed that this legal language will become part of this Agreement providing the legal language does not alter or change the intent and negotiated portion so effected.

WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:

District Council 16:	Northern California Painting and Finishing Contractors:
_____ Business Manager/Secretary-Treasurer (Print)	_____ CEO Name (Print)
_____ Business Manager/Secretary-Treasurer (Sign)	_____ CEO Name (Sign)
Date:_____	Date: _____
District Council 16:	_____ Company Name (Print)
_____ Business Representative (Print)	_____ Employer Name (Print)
_____ Business Representative (Sign)	_____ Employer Name (Sign)
Date:_____	Date: _____