

# District Council 16

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

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

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

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

This Sacramento Area Addendum is made and entered into this first day of August 2017, between the Painting & Decorating Contractors' Association of Sacramento or their Successor, thereof, and/or Individual Employers who are signatory or may become signatory to this Sacramento Area Addendum, and are actively engaged in the Painting Industry, hereinafter referred to as the "Employer" and District Council 16, hereinafter referred to as the "Union". This Agreement shall continue until July 31, 2020. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., August 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions.

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

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

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

- (a) The hourly minimum rate of wages for all Journeyman painters working in Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Mariposa, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba Counties shall be paid in accordance with the attached Sacramento Area Addendum Wage Schedule A and receive a one dollar seventy-five cents (\$1.75) per hour increase to the Total Package on January 1, 2018, and receive a one dollar seventy-five (\$1.75) per hour increase to the Total Package on January 1, 2019, and receive a one dollar fifty cents (\$1.50) per hour increase to the Total Package on January 1, 2020.

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

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

- (a) Two dollars (\$2.00) per hour when in charge of six (6) or more employees covered under this Agreement who are on a job of ten (10) days' duration or more.
- (b) Foremen wages and premium to be based on the highest wage classification on the job they are supervising.

**Article 10. (Wages & Payment of Same), Section 7 (High Time), shall be amended as follows:**

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

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

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

**Article 10. (Wages & Payment of Same), Section 11 (Exotic Materials), shall be amended as follows:**

**EXOTIC MATERIALS** - Employees applying any solvent based plural component products or any materials or coatings where the application must be certified by the manufacturer, shall be paid an additional one-dollar (\$1.00) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

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

**TRAVEL TIME** - Employees who report to a jobsite more than seventy-five (75) miles from the point of dispatch (Union dispatch Office, employee's home or individual employer's shop) as determined by the individual Employer, shall receive their Taxable Net Wage Rate for all time spent traveling beyond seventy-five (75) miles from the point of dispatch to the jobsite and return.

Employees reporting in their private vehicles to a jobsite more than seventy-five (75) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the seventy-five (75) miles. (Mileage and drive time is to be based on Google Maps without traffic latest available version.) Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after being required to report to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile.

- (a) The following Travel Time Calculation Sheet shall be used in conjunction with Google Maps without traffic in order to determine Travel Time Reimbursement. Google Maps without traffic setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

**Travel Time Calculation Sheet (Formulas)**

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

**Article 10. (Wages & Payment of Same), Section 18 (Show Up Pay), shall be amended as follows:**

**SHOW UP PAY** - Unless given notice individually within five (5) hours after their regular shift, that their services are not required the following regular work day, all employees reporting for work, shop or job site at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or voice mail. Employees shall not report to any shop earlier than thirty (30)

minutes or to any job earlier than twenty (20) minutes before starting time. These provisions shall apply only to work within seventy-five (75) miles from the point of dispatch. Reporting to work on jobs beyond seventy-five (75) miles from the point of dispatch shall be in accordance with the provisions of "Travel Time" heretofore defined.

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

**OVERTIME** - All work performed before or after the regular work day, before or after the regular work week including Saturdays shall be paid at the overtime rate of one and one-half (1½) times the Taxable Net Wage Rate. Sundays and all holidays listed in Article 11, Section 3, shall be paid at the double time rate. Designated Days Off listed in Article 11, Section 3a, shall be paid at the one-half (1 ½) times the Taxable Net Wage Rate unless by mutual agreement between the Employer and the Employee the Designated Day Off may be worked at Straight Time.

**Article 11, (Working Conditions), Section 3(a) (Designated Days Off), shall be amended as follows:**

- (a) **DESIGNATED DAYS OFF** - In addition to the foregoing recognized holidays, there shall be six (6) designated days off per contract year:

September 1, 2017, November 24, 2017, February 16, 2018, March 30, 2018, May 25, 2018, August 31, 2018, November 23, 2018, December 31, 2018, February 15, 2019, April 19, 2019, May 24, 2019, July 5, 2019, August 30, 2019, November 29, 2019, February 14, 2020, April 10, 2020, May 22, 2020.

**Article 11. (Working Conditions), Section 15 (Safety Training), shall be amended as follows:**

**Safety Training** - All Journeymen must complete a minimum of sixteen (16) hours per year of continuing education and/or training. Employees not fulfilling the requirements of sixteen (16) hours of continuing education and/or training shall not be eligible for the next negotiated pay raise. Once sixteen (16) hours of continuing education and/or training is complete, all negotiated pay raises shall be implemented automatically. Education and/or training in excess of sixteen (16) hours which is required by the Employer, shall be compensable time and shall be paid for by the employer. All required training shall be made available through the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program")

**Article 13. (Drug Testing), shall be amended as follows:**

**Drug Testing** - Other than as directed by a treating physician, employees must not use, possess, be under the influence of, or offer for sale any illegal drugs, controlled substance or alcohol while working or during a meal break or while employed under the Sacramento Area Addendum. Employers signed to this agreement may request, at least once, during the term of this agreement a Drug/Alcohol Test as a condition of employment. Employers may also request employees to take Drug/Alcohol Test if: a) His/her job performance or behavior suggests that he/she may be under the influence of drugs or alcohol; b) He/she is involved in an on-the-job accident; c) There is evidence of drug use or reasonable cause to believe that he/she is involved with drug use. Employees whose test shows drugs or alcohol in their system will be laid off unless prior notification of physician prescribed use has been provided to the Employer. Employee's refusal to consent to a drug/alcohol

test shall be grounds for layoff. Employers requesting test will be responsible for the testing facility and all related costs thereof.

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

**Painting & Decorating Contractors' Association of Sacramento** - During the term of this Addendum and/or any extension thereof, every Employer signatory to this Sacramento Area Addendum performing work within the Counties covered under this Addendum shall pay Industry Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of twenty-five cents (\$.25) per hour. Said Industry Fund contributions shall be remitted to the Trust Funds Administrator's office on forms provided by the Trust Funds Administrator, or other appropriate depository designated by the Painting & Decorating Contractors' Association of Sacramento, not later than the fifteenth (15th) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund contributions shall be forwarded to the Painting & Decorating Contractors' Association of Sacramento designated account. The Industry Fund contribution rate to the Painting & Decorating Contractors' Association of Sacramento will be monitored and adjusted if necessary by the Painting & Decorating Contractors' Association of Sacramento.

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

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

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

- (a) Whereas, the Bay Area Painters and Tapers Pension Plan has been certified by its actuary to be in critical status as of January 1, 2009, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated June 26, 2009, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore District Council 16 and the Painting & Decorating Contractors' Association of Sacramento, and or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule of the Rehabilitation Plan adopted by the Board of Trustees on June 26, 2009 and the update effective February 11, 2011, and incorporate said recommended Schedule into this agreement as though it was set forth in its entirety. The hourly Journey person contribution rates shall be as follows:

Effective Date	Journey person Contributions Providing Benefit Accrual Credit	Additional Contributions Not Providing Benefit Accrual
January 1, 2018	\$2.26	\$2.37
January 1, 2019	TBD	TBD
January 1, 2020	TBD	TBD

- (b) For the period from January 1, 2017 to June 30, 2020, the Employer shall contribute the base contribution rate of \$4.63 per hour. Additional contributions shall be paid as provided below in section (c).
- (c) As a result of the Plan's having been certified as being in the endangered status for the Plan Year beginning January 1, 2012, the Trustees have adopted a Funding Improvement Plan Preferred Schedule, most recently updated as of November 5, 2015. This Funding Improvement Plan and its schedule is subject to annual review and updates by the Trustees. As updates to the Preferred Scheduled are adopted by the Trustees, they are hereby deemed approved by the bargaining parties and automatically incorporated into this Agreement.

This Addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Painters Master Agreement. All other terms and provisions of the Northern California Painters Master Agreement shall apply. The provisions of this Addendum are in addition to and shall prevail over conflicting provisions of the Northern California Painters Master Agreement. No modifications or changes to this Addendum or the Northern California Painters Master Agreement shall be binding on the parties to this Addendum unless such modifications or changes are negotiated and agreed upon by the Union and the Painting & Decorating Contractors' Association of Sacramento. All references to the NCPFC with regard to required notifications shall include the Painting and Decorating Contractors' Association of Sacramento, Inc. as a party receiving such notifications.

### **SIGNATORIES**

This Addendum is made and entered into this first day of August 2017, by and between the Painting & Decorating Contractors' Association of Sacramento, or the Individual Employer signed below and District Council 16. By signing this Addendum the undersigned Employer understands and agrees to all of its provisions.

**District Council 16**

**Painting Contractor**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Caster Business Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Principal