



HIGH PERFORMANCE
HIGH VALUE

**NORTHERN CALIFORNIA
PARKING AND HIGHWAY IMPROVEMENTMENT
MASTER AGREEMENT**

BETWEEN

DISTRICT COUNCIL 16

AND

THE INDIVIDUAL EMPLOYERS

July 1, 2018 - June 25, 2023

TABLE OF CONTENTS

ARTICLE 1. RECOGNITION.....	3
ARTICLE 2. TERRITORIAL JURISDICTION.....	3
ARTICLE 3. EQUAL EMPLOYMENT	3
ARTICLE 4. UNION SECURITY	4
ARTICLE 5. HIRING PROCEDURES.....	4
ARTICLE 6. EMPLOYERS - SCOPE AND CATEGORIES OF WORK.....	5
ARTICLE 7. HOURS OF WORK	7
ARTICLE 8. RIGHT OF UNION REPRESENTATIVE.....	8
ARTICLE 9. GRIEVANCE PROCEDURE.....	9
ARTICLE 10. MISCELLANEOUS PROVISIONS	10
ARTICLE 11. TRAVEL TIME AND PER DIEM	13
ARTICLE 12. ADMINISTRATIVE DUES CHECK-OFF.....	13
ARTICLE 13. PENSION	13
ARTICLE 14. VACATION AND HOLIDAY FUND.....	15
ARTICLE 15. HOLIDAYS.....	16
ARTICLE 16. PAYMENTS TO TRUST FUNDS.....	16
ARTICLE 17. JOURNEYMAN & APPRENTICE TRUST FUND	22
ARTICLE 18. PAINTERS JOINT APPRENTICESHIP TRAINING COMMITTEE.....	23
ARTICLE 19. APPRENTICESHIP	23
ARTICLE 20. JOURNEYPERSON WAGES.....	25
ARTICLE 21. MANAGEMENT RIGHTS.....	25
ARTICLE 22. SAVINGS CLAUSE	26
ARTICLE 23. WORK STOPPAGES	26
ARTICLE 24. DURATION OF AGREEMENT.....	26

ARTICLE 1. RECOGNITION

- A.** It is specifically understood and agreed that the terms, conditions, and obligations contained in the Collective Bargaining Agreement are prepared, entered into, and made effective exclusively between the Employer and Union signatory hereto.
- B.** The Individual Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Individual Employer specifically agrees that the Union has demonstrated its majority status and has established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and through voluntary recognition by each individual Employer. Nothing contained in this Agreement is intended to require the Employer to re-assign work historically performed by an employee of the Employer under the terms of a collective bargaining agreement with another craft union.

ARTICLE 2. TERRITORIAL JURISDICTION

The territorial jurisdiction covered by this Agreement comprises 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, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

ARTICLE 3. EQUAL EMPLOYMENT

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

ARTICLE 4. UNION SECURITY

A. Union Membership

1. It shall be a condition of employment that all employees of the Individual Employer covered by this Agreement who are members of the Union in good standing, on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.
2. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
3. Whenever the Employer is engaged in the Parking and Highway Improvement industry, all employees performing work covered by this Agreement will be required to become members of the Union on the eighth (8th) day following the beginning of employment or the execution date of this Agreement, whichever is later, and maintain such membership during the term of this Agreement.

B. Owner Members: The Employer agrees that not more than one (1) principal of the company shall work in the field with the tools of the trade. The company principal shall be required to join the Union. For the purpose of this Agreement, company principal shall be defined to mean owners, partners, corporate officers, and directors.

C. 48 Hour Notice: The Employer will discharge any employee within forty-eight (48) hours of written notice from the Union that an employee has failed to comply with the provisions of this Agreement. In the event the Employer fails to comply with the provisions of this Article, any economic action taken will not be considered a violation of this Agreement.

1. The Union hereby holds the Employer harmless from any and all claims, demands, suits or causes of action that result from the Employer complying with the Union's written notice to discharge an employee.

ARTICLE 5. HIRING PROCEDURES

A. Referral: The Employer shall call the Union when any additional help is needed, and the Union agrees to refer employees to the Employer within twenty-four (24) hours, if available.

B. Requests: Notwithstanding the above, a Painter who is in good standing with the Union may seek his/her 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 request by name to the Union.

- C. **Requirement:** The Employer shall require each new employee to present a written referral from the Union prior to putting the new employee to work.
- D. **Reclassification:** When the Union, employee and Employer agree to reclassify an employee the Employer shall require the employee to present a written referral from the Union prior to putting the employee to work at the new classification.
- E. **Violation:** In the event the Employer fails to comply with the hiring procedures the Union may utilize the dispute settlement or arbitration 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.

ARTICLE 6. EMPLOYERS - SCOPE AND CATEGORIES OF WORK

- A. **Scope of Work:** Employers signatory to this Agreement shall be classified as contractors who are specialty contractors and whose principal contracting business is the execution of contracts requiring the art, science, knowledge, experience, skill, and ability to lay out and perform the following operations as covered by this Agreement, including but not limited to all work on roadways, highways, freeways, airports, runways, heliports, parking lots, playgrounds, and game courts etc.:
 1. All layout, painting, application, and installation of protective and/or decorative coatings and materials, lines, arrows, bumpers, and curbs, cosmetic skid-resistant surface treatment, surface sealing, etc..
 2. The handling, painting, and installing of all car stops, traffic regulatory warning and guide signs, and any other type of sign or device installed for the purpose of regulating traffic (including pedestrians) on such surfaces.
 3. The installation of temporary and/or permanent traffic delineating devices, including, but not limited to, striping, thermoplastics, plural component materials, cutting of recesses for striping or markings, rumble and traffic bars delineators, and traffic tapes.
 4. The installation of parking gates, ticket spitters, parking meters, and other such mechanical and automatic control devices.
 5. Installation of guard rails, survey monuments, posts, and protective devices and all traffic regulator materials.
 6. Installation and application of, painting, stenciling, repairing, placing, and removal of traffic safety and control devices, barricades, and cones.

7. The preparation and maintenance of all surfaces, as outlined above, including sandblasting, waterblasting, shotblast and grinding.
8. Installation and application of all thermoplastics, paints, pavement markers, and any other materials used in the above work including line removal.
9. The operation of vehicles and machinery in conjunction with performing the above work.
10. Traffic control incidental to the above work.

B. Definition of work on roadways, highways, freeways, airports, runways, and heliports, etc.:

1. **Striping Definition:** operations including, but not limited to, the layout and application of painted traffic stripes and markings, hot thermoplastic traffic stripes and marking, tape traffic stripes and markings, plural component traffic stripes and markings, and any other protective or decorative markings made of other materials or composition materials.
2. **Pavement Markers Definition:** Operation including, but not limited to, the layout and application of pavement markers and adhesives and all related surface preparation work (sandblasting, waterblasting, and grinding, etc.), cutting of recesses for striping or markings, cosmetic and skid-resistant surface treatments, and sealing of surfaces.
3. **Traffic Delineating Device Applicator (TDDA) Definition:** Operations including, but not limited to, the manufacturing, layout, and installation of traffic regulatory, warning and guide signs, delineators, object markers, rumble bars, raised traffic bars, guide markers, and all other traffic protective delineating devices related to highway and road work.
4. **Surface Sandblasting Definition:** Operations including, but not limited to, the abrasive removal of traffic lines and marking utilizing sandblasting, waterblasting, shotblasting, grinding, or any other abrasive removal techniques.
5. **Protective Delineating System Definition:** Operations including, but not limited to, the manufacturing, removing, relocating, and installing permanently affixed roadside and parking delineation barricades and guard rails, cable anchors, and reference markers (monument).

C. Definition of work on parking lots, playgrounds, and game courts:

1. **Striping Definition:** Operations including, but not limited to, the removal, layout, and application of painted lines and markings, or lines and markings made of materials or composition materials used in lieu of paint.

2. **Wheelstop Installation Definition:** operations including, but not limited to, the application of all types of wheelstops.

D. The parties shall make their best efforts to resolve any and all jurisdictional and work assignment disputes informally among themselves and with any other unions involved in the dispute. All jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan"), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating employers, provided that the unions involved in the dispute and the employer(s) assigning the disputed work have also agreed to submit such disputes to arbitration under the Plan. The parties agree to be bound by the rules, regulations and procedures of the Plan or its successor.

ARTICLE 7. HOURS OF WORK

A. Eight (8) working hours in any one day; twenty-four (24) consecutive hours, shall constitute a full shift. Additional hours or shifts may be worked within the same day at straight time if there is a minimum eight (8) hours per shift and up to twelve (12) hours per shift, shall be overtime hours payable at one and one-half (1½) times the regular rate of pay. However no overtime shall be paid when there is at least an eight (8) hour break between shifts. Failure to have an eight (8) hour break between shifts, where the same Employee is required to work, shall be payable at the overtime rate of one and one-half (1½) times the regular rate of pay. All hours of work in excess of twelve (12) consecutive hours shall be payable at double time; two (2) times the regular rate of pay. All hours of work in excess of forty (40) hours in any one designated work week; seven (7) consecutive calendar days, shall be overtime hours payable at one and one-half (1½) times the regular rate of pay. Each Employer shall have the right to designate its own "work day" and "work week" for the purposes of this Article.

B. Time off shall not be taken to compensate for any overtime hours worked.

C. Employees who report for work, and for whom no work is provided, shall receive a minimum of four (4) hours work payable at the regular rate of pay. Employees shall be considered as having been ordered to work if, after checking with the foremen or Employer, they failed to notify the Employer not to report for work. This sub-section excludes acts of God, i.e. weather and earthquakes, etc., and equipment failure.

D. 4 x 10 Workday. It is agreed that the employer may choose to operate on a 4 10-hr. day workweek consistent with Federal and State law.

E. Meal Periods

1. **First (1st) Meal Period:** Each Employee covered by this Agreement shall be authorized and permitted to take a regularly scheduled and duty free meal period.

The first (1st) duty free meal period shall be one-half (1/2) hour and shall be scheduled to begin as close as possible to the mid-point of the shift. If the Employer requires the Employee to perform any work through his scheduled meal period, the Employee shall be paid for the time worked.

2. **Second (2nd) Meal Period:** No Employee shall be required to work continuously for more than ten (10) hours per workday without the Individual Employer providing the Employee with an uninterrupted second (2nd) thirty (30) minute meal period. However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.
3. No provision of this Section's language is intended to be inconsistent with the California State Labor Code Section 512. Should any provision of Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes.
 - (a) Meal periods may be modified pursuant to an agreement between the Union and Employer on any given job.

- F. Rest Periods:** As provided by the State of California Industrial Welfare Commission Order No. 16-2001 covering Construction operations, Employees are authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Employees shall coordinate the timing of each ten (10) minute rest break with their supervisors and fellow employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer.

It is understood that the Employee will take his appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their state-mandated rest periods.

- G.** Any disputes arising from these provisions shall be subject to the grievance procedures set forth in this Agreement.

ARTICLE 8. RIGHT OF UNION REPRESENTATIVE

- A.** Upon presentation of proper credentials to an authorized representative of the Employer, either at the office or the job site, an authorized representative of the union signatory to this Agreement shall have reasonable access to the Employer's establishment during working hours for the purpose of transacting legitimate Union business.

- B. The Union's representatives shall have the right to examine payroll records for verification of, and adherence to, all conditions of this Agreement.

ARTICLE 9. GRIEVANCE PROCEDURE

- A. **Definition and Procedure:** 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.
- B. **Procedures:** Such grievances shall be handled in the following manner:
 - 1. The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative to discuss the grievance.
 - 2. 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 to the other party within fifteen (15) working days from the date of the above-referenced meeting.
- C. **Arbitrator:** The parties agree that Barry Winograd, William Engler and Robert Hirsch shall serve as permanent Arbitrators under this Agreement. Cases will be assigned to the first available Arbitrator. Should one or more of the designated Arbitrators become permanently unavailable, the parties shall meet and confer to select a replacement.
- D. **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.
- E. **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, however, the Arbitrator shall have the authority to fashion a remedy.
- F. **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. The cost of the transcript if requested by both parties shall be shared equally. If there is any question as to who lost the arbitration, the arbitrator shall decide who shall pay the expenses of the arbitrator whether in whole or in part.
- G. **Twelve Day Limit:** Matters not presented to the Employer or the Union in writing within a period of twelve (12) 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.

H. Union Economic or Legal Action

1. 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 Article 23. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer.
2. 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 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 17.

- I. Employer Economic or Legal Action:** In the event the Union violates Article 23 of this Agreement (Work Stoppage), the Employer need not utilize the grievance dispute settlement or arbitration procedures set forth in this Article, but may resort to such economic and legal remedies as it sees fit with respect to the Union, and any economic action taken will not be considered a violation of Article 23. However, the Employer may, if it so desires, utilize the provisions of this Article with respect to the Union in such cases.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- A. It is not the intent of this Agreement to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over any provisions of this Agreement. Therefore, the parties hereto agree that, in the event that any provisions of this Agreement are held or constituted as void or as being in contravention of any such laws, rulings, or regulations, the remainder of the provisions of this Agreement shall remain in full force and effect unless the provisions found to be void are wholly inseparable from the remaining provisions of this Agreement.
- B. The Union shall have jurisdiction and representation over all Union's Employees of the Employer relative to labor relations with the National Labor Relations Board.
- C. Employees shall be paid on a day designated by the Employer. Employees shall be paid prior to the end of their shift and not more than one (1) week's pay may be held back to facilitate the handling of payroll.
- D. Employers shall provide equipment and conditions that will reasonably insure the safety

of the Employees. If unsafe conditions exist, the endangered Employees shall have the right to cease work until the unsafe conditions are corrected.

- E.** No Employee working in an hourly paid classification shall work, or be paid, on any other basis other than hourly.
- F.** Employees shall not be discharged for the reason that they received an injury on the job, providing that the injury does not affect their capability to perform the work required of them.
- G.** Along with the Employees' pay check, the Employer shall furnish all Employees with a statement showing their hourly wage rate, the number of hours worked at straight time, and the number of hours worked at overtime.
- H.** The Employer shall not require any Employee, as a condition of employment, to furnish, rent, or provide, in any manner, power sanding machines, spray guns, spray equipment, brushes of any kind, or trucks for company use. The Employer shall establish a reasonable policy on hand tools.
- I.** Subcontracting and Sub-Letting
 - 1.** Signatory Employers hereto agree not to sublet or subcontract to their Employees.
 - 2.** Subject to the provisions of this section and any other section of this Agreement applicable to subcontractors, if an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.
- J.** Moonlighting
 - 1.** No employee covered by this Agreement shall work on his own behalf as a self-employed individual after his regular hours of employment, or on Saturdays, Sundays, Holidays and designated days off on any work covered by the jurisdiction of this Agreement.
 - 2.** Employees subject to this Collective Bargaining Agreement shall not contract or subcontract to perform any of the work covered by this Agreement to be done at the site of construction.
 - 3.** If any person performs work of the type covered by this Agreement for an Employer who is not signatory to an Agreement with District Council 16 then that person and his or her dependents will not be eligible for the health and welfare coverage contained in Article 16 of this Agreement and the person will forfeit any hours that may be contained in his reserve dollar bank attributable to service with this Individual Employer.

4. When a member of the Union is directed to work for a non-signatory Employer by the Business Manager of the Union, neither the member nor the Union shall be considered in violation of this Agreement.

ARTICLE 11. TRAVEL TIME AND PER DIEM

A. Travel Time

1. Travel Time Definition

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

2. Travel Time Application

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

3. Travel Time Rate

- (a) Travel Time Rate shall be paid as defined on the applicable wage schedules.

4. Travel Time Exception

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

B. Per Diem

1. Per Diem Definition

- (a) Per Diem shall be compensation paid to Employees in the event that they are required to stay overnight. The amount of said compensation shall be seventy-five dollars (\$75.00) for each night, or the Employer, at his option, shall provide reasonable overnight accommodations plus \$35.00 per night.

2. Per Diem Payment

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

3. Per Diem Notification

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

ARTICLE 12. ADMINISTRATIVE DUES CHECK-OFF

- A. Dues Deduction and Remittance:** The Employer agrees to deduct each pay period from the paycheck of each employee covered by this Agreement, such amount per hour, as determined by the Union on each hour worked. The Union shall determine the amount of such deductions on July 1, of each year thereafter. Such deductions shall be based upon a written assignment as required by the Labor Management Relations Act.

- 1. The Employer will remit the Dues Check Off deductions once each month with a remittance form, provided by the Union, with the names of employees for whom deductions were made, together with the amounts deducted. Such Dues Check Off deductions will be remitted to the Union or to the Agency designated by the Union for the collection of such deductions.

ARTICLE 13. PENSION

- A.** The only agreement between the Employer and District Council 16 regarding pensions or

retirement for Employees covered by this Agreement shall be as follows:

1. Commencing with the date of publishing in the General Prevailing Wage Rates, and for the duration of this Agreement, and for any renewals or extensions thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry National Pension Fund for each Employee covered by this Agreement as follows:
 2. For each hour or portion thereof for which an Employee received pay, the Employer shall make a contribution to the above named Pension Fund as outlined in Article 17.
 3. For the purpose of this Article, each hour paid for, including hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable with the exclusion of travel time hours.
 4. Contributions shall be paid on behalf of any Employee starting with the Employee's first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, helpers, trainees, and probationary Employees.
 5. Payments to the Pension Fund, as required above, shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which is established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by, and to, said Trust as though the Employer had actually signed the Trust.
 6. \$3.00 per hour of travel time pay shall be paid into the pension fund. Any subsequent increases to Pension during the term of this agreement shall also apply to this amount taken from travel time pay. No other fringe benefit contributions are required on travel time.
- B.** The Employer hereby irrevocably designates as its representatives on the Board of Trustees, such Trustees as are now serving on the Board or who will in the future serve, on the Board. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to said Trust.
- C.** All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to engage an independent certified public accounting firm to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of any contributions made to the Pension Fund.
- D.** If any Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement and any other provisions

hereof to the contrary notwithstanding. Further, the Employer shall be liable for all costs for collecting the payments due along with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no strike" clause which may be provided or set forth elsewhere in this Agreement.

- E. The Pension Plan adopted by the Trustees of the Pension Fund shall, at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employer to treat contributions to the Pension Fund as a deduction for income tax purposes.
- F. Beginning July 1, 2018, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$5.03 to the IUPAT Industry Pension Plan.

Beginning July 1, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$6.01 to the IUPAT Industry Pension Plan.

Beginning July 1, 2020, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$6.99 to the IUPAT Industry Pension Plan.

ARTICLE 14. VACATION AND HOLIDAY FUND

- A. There is hereby established a Vacation and Holiday Fund with the Operating Engineers Federal Credit Union which becomes part and parcel of this Agreement. There shall be a Board of Trustees consisting of four (4) person, two (2) Employer Trustees selected by the Association, and two (2) Union Trustee; two (2) selected by District 16.
- B. The Employer agrees to, and shall be bound by, all the terms, conditions and provisions of the Vacation and Holiday Fund and any changes, additions or amendments hereto, or hereafter made, creating the Vacation and Holiday fund. The Employer to this Agreement shall pay and contribute to said Fund, the amounts as outlined in the attached Wage Schedule A.
- C. For each hour worked, exclusive of travel time, by each Employee of any Employer on all work covered by this Agreement, the payment and contributions that are provided for herein shall be made in accordance with this Agreement and the regulations prescribed by the Board of Trustees of the Vacation and Holiday Fund.
- D. Such contributions shall be made monthly on the first (1st) day of each month to the office of the fund and each monthly payment shall include contributions for all hours worked during the previous month.
- E. Employers shall include in the gross wages, all contributions to the Vacation and Holiday

fund and pay all appropriate taxes, including withholding taxes thereon, before transmittal to the Fund.

- F. All Employers hereto recognize and agree that prompt payments of contributions are essential to the operation of the Fund and payment of benefits. They further recognize and agree that it would be extremely difficult, if not impossible, to fix the actual damages and expenses to the Fund resulting from the failure of an Employer to make timely contributions. Payments not postmarked by the twentieth (20th) of the current month shall, thereupon, become delinquent. For any such delinquent payments, the Employer shall pay the Fund an appropriate delinquency assessment as determined by the Board of Trustees.
- G. In the event the Trustees take action to enforce the collection of delinquent payments, the Employer shall be liable for all reasonable costs, i.e. attorney fees, accounting fees, cost of attachment of a bone, court fees, and any other expenses, that are incurred by the Trustees in taking said action.

ARTICLE 15. HOLIDAYS

- A. Recognized holidays shall be New Years' Day, Memorial Day, Fourth (4th) of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Eve, and Christmas Day. When a holiday falls on a Saturday, the preceding Friday shall be observed as the Holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the Holiday. Employees required to work on any of the paid holidays shall receive two (2) times their rate of straight time pay.

ARTICLE 16. PAYMENTS TO TRUST FUNDS

- A. **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**
 - **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
 - **IUPAT Pension**
- B. **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. 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.

C. **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. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Northern California Painting & Finishing Contractors Association shall appoint their Trustees in accordance with their bylaws.

D. PAYMENTS TO TRUST FUNDS AND OTHER FUNDS

(a) **Other Funds** - The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Administrative Dues Check-Off, Organizing Dues Check-Off, Unity Action Dues Check-Off, Vacation/Holiday Fund and of the IUPAT Pension pursuant to the attached 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 end 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 and any other expenses incurred in connection with the delinquency. The amount 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, or the interest accrued until those contributions and payroll deductions are paid, 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. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. 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 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 parties 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 and 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 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. 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 pay check 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.

(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.

E. 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.
- (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.
- (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 6).
- (g) Individual employee's time records including but not limited to all Travel Time Calculation Sheets as required by Article 10, Section 14(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:
 - (1) Name and address of owner of property where work covered by this Agreement was performed;
 - (2) Name and address of the general contractor for whom the work was performed;
 - (3) Street address where work covered under this Agreement was performed;
 - (4) Total payroll cost of each job;
 - (5) Name and address of each person who performed work covered by this Agreement on each job; and
 - (6) 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 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 records for auditing to the Trust Fund Office or to the office of the designated accountant.

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

F. 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.

G. 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.

- H. 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, including but not limited to the following conditions:

(a) **DC 16 Health & Welfare Trust:** Where hours paid were reported at a rate higher than required, the amount of overpayment shall be refunded or credited to the Employer. Written application for refund or credit must be made within four (4) years from the due date of the report containing the erroneous payment; but an audit report may be considered a written request for refund. Refund or credit may be made within six (6) months after the Plan Administrator determines that the improper rate was paid by mistake. Any amounts found to be over reported and overpaid for the purpose of providing coverage to persons not eligible for coverage shall be offset from any other amounts repayable to the Employer, or if no offset is available, billed to the Employer for repayment to the Trust Fund.

I. **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.

J. HEALTH AND WELFARE, DENTAL, DRUGS, AND VISION

(a) Employer will have the option of paying for Employee's Health & Welfare coverage as follows:

1. **Bank Option:** Payment of current hourly contribution for all hours worked in the month.
2. **Guaranteed Option:** Payment on 130 hours per calendar month (calendar month is defined as the 1st day of the month to the last day of the month) for any Journeyman, level 2, and level 3 Apprentice who is employed by the Employer on any day of the month. Level 1 Apprentice employees will receive payment on all hours worked at the current contribution rate. The Employer will pre-designate the option selected upon signing this agreement and will not be allowed to switch options for the life of this Agreement.

(b) For a work related injury, the Employer agrees to guarantee health and welfare benefits for three (3) months following the date of injury. For a non-work related injury, the Employer agrees to guarantee health and welfare benefits for one (1) month following the date of injury.

ARTICLE 17. JOURNEYMAN & APPRENTICE TRAINING TRUST FUND

A. **Apprenticeship Trust:** The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Journeyman & Apprentice Training Trust Fund ("Apprenticeship Trust").

- B.** Contribution Rate: The Employer shall contribute to the Apprenticeship Trust the amount shown on the attached Wage Schedule A on each Journeyman and Apprentice covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 17.

ARTICLE 18. PAINTERS JOINT APPRENTICESHIP TRAINING COMMITTEE

- A.** In the territorial jurisdiction of this Agreement there shall be one (1) Painters Joint Apprenticeship Training Committee (JATC) of ten (10) members of whom five (5) shall be appointed by Management and five (5) shall be appointed by the Union. The Committee shall oversee the apprentice and journeyman training under the control of the Trustees of the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.
- B.** The JATC shall conduct for the benefit of journeyman and apprentices certification courses for CPR, First Aid, Respirator Use and Fit, Hazard Communication/Awareness, Lead Abatement, and any and all other training deemed necessary by the JATC.
- C.** The JATC shall maintain a three (3) year apprenticeship training program.

ARTICLE 19. APPRENTICESHIP

- A.** 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.
- B.** The number of Painter apprentices shall not exceed one (1) Apprentice for each Journeyman unless his or her 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 Journeyman in the employ of the Employer, as outlined in this Agreement or in the Apprenticeship and Training Standards nor shall it be construed to replace Journeyman in a employ of the Employer when substantial unemployment exists in the area of the Local Union or District Council.
- C.** No employer shall be permitted to employ more than one (1) apprentice to each one (1) journeyman.
- D.** The apprenticeship training shall be in accordance with Standards approved by the State Division of Apprenticeship Standards.
- E.** No apprentice with less than two (2) years' experience on the job shall be permitted to work on a job unless a journeyman is working on said job.
- F.** 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 six month periods in any specialized phases of the Painting Industry. Apprentices who are approved for the specialized instruction shall be indentured for the two six month periods as outlined above to employers who are engaged in the special field selected.

1. 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.
2. No apprentice shall be allowed to drop his apprentice card and take out or apply to a Signatory Local Union for a Journeyman's Card, unless permission has been granted by the JATC.

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

H. Apprentices shall be indentured only to Employers operating under a State of California Parking & Highway Improvement Contractor's License (now classified C-32) 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.

I. Wages and Benefits

1. Apprentices shall be paid a progressive increasing scale of wages based on a percentage of Journeypersons Net Wage Rate as follows:

	Starting Wage Rate.	
First	2,000 hours	60%
Second	2,000 hours	65%
Third	2,000 hours	70%

2. Full fringe benefit contributions shall be made on behalf of all Apprentices with the exception of IUPAT Pension and Vacation/Holiday contributions; such contributions shall be based on their respective percentage of Journeyman contributions. Future fringe benefit contributions shall be increased based on their respective percentage of Journeyman future increased contributions with the exception of Health & Welfare which shall be paid at one hundred percent (100%).

J. Disputes

1. All matters of controversy or disputes arising out of the operation or interpretation of the Apprenticeship standards established by a Joint Apprenticeship Training Committee or arising out of the operation or interpretation of the Apprenticeship rules set forth above, which cannot be settled by the duly authorized

representatives of the Union and the Employer, shall be referred immediately to the Joint Apprenticeship Training Committee. The Joint Apprenticeship Training Committee shall review the facts and render a decision which shall be final and binding upon all parties, including the Apprentice. In the event a decision cannot be reached by the Joint Apprenticeship Training Committee, or in the event of a failure by the Employer or the Union or the Apprentice to comply with the decision of the Joint Apprenticeship Training Committee, the problem shall then be referred to the Division of Apprenticeship Standards and/or shall be processed as provided in this Agreement.

ARTICLE 20. JOURNEYPerson WAGES

The following are the wages, hours and working conditions with respect to Journeypersons, including, but not limited to all other Articles of this Agreement.

A. Journeyperson

- 1.** The term Journeyperson means a person who has served a bona fide apprenticeship and has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of the skilled work covered under the terms of this Agreement. The Employer shall determine the qualifications of Employees.

B. Journeyperson Wages

- 1.** The hourly minimum rate of wages and benefits for all Journeypersons working and covered under the terms and conditions of this Agreement shall be as shown on the attached Wage Schedule A. An Employee's wages shall not be lowered as a result of the classification of work being performed.

C. Foreperson

- 1.** A foreperson shall receive two dollar (\$2.00) per hour above the Journeyperson Taxable Net Wage.

ARTICLE 21. MANAGEMENT RIGHTS

Except as modified by this Agreement, all managerial rights are retained by the Employer. Said management rights include the Employer's prerogative to promulgate and enforce reasonable work rules and policies, so long as such work rules and policies are not inconsistent with the terms of this Agreement.

ARTICLE 22. SAVINGS CLAUSE

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

ARTICLE 23. WORK STOPPAGES

There shall be no stoppage of work either by strike or lockout by the parties hereto, except as permitted elsewhere in this Agreement.

ARTICLE 24. DURATION OF AGREEMENT

- A. This Agreement shall remain in full force and effect, except as noted hereinafter, from July 1, 2018, to June 25, 2023 and shall continue in effect from July 1 to June 25 of each year thereafter unless either party gives at least sixty (60) days written notice to the other party, prior to June 25, 2023 or any subsequent June 25, requesting to modify and/or terminate this Agreement.

THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS AS STATED HEREIN:

District Council 16

Company Name

Print Name

Print Name

Sign Name

Sign Name

Date

Date