



District Council 16

FRESNO AREA ADDENDUM

To The

Northern California Painters Master Agreement

September 1, 2020 - August 31, 2023

REVISED 12/15/22

Fresno Area Addendum

To The

Northern California Painters Master Agreement

This Area Addendum to the Northern California Painters Master Agreement shall only apply to Painting Contractors signatory to this Area Addendum performing covered work within Fresno, Kings, Madera and Tulare 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 as detailed below.

The Preamble shall be amended to read as follows:

PREAMBLE

This Addendum, made and entered into by and between the Fresno Painting, Decorating Contractors of America / FCA and Individual Employer (hereinafter referred to as "Employer", "Employers" or "Individual Employer") and District Council 16, International Union of Painters and Allied Trades, Painters and Tapers Local Union 294 (hereinafter referred to as the "Union").

The provisions of this Area Addendum are in addition to and shall prevail over conflicting provisions of the Northern California Painters Master Agreement. No modifications or changes to the Area 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 District Council 16 / Local Union 294 and the Painting and Decorating Contractors Association of Fresno, Inc. / FCA. It is the intent of this Area Addendum to grant the means for continued autonomy of the Fresno area.

All references to the Northern California Painting Finishing Contractors in the Master Agreement regarding notifications shall include the Painting and Decorating Contractors Association of Fresno, Inc. / FCA.

WITNESSETH

Whereas, The Unions and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future:

Now, therefore, the parties hereto agree as follows:

ARTICLE 1 DURATION

Article 1, Section 1 shall be amended to read as follows:

Section 1. This Addendum to the Northern California Painters Master Agreement is made and entered into this first day of September 2020, between the Fresno PDCA/ FCA or their Successor, thereof, and/or Individual Employers who are signatory or may become signatory to this Addendum, and are actively engaged in the Painting and Decorating Industry, hereinafter referred to as the “employer” and District Council 16. This Addendum shall continue until August 31, 2023. Thereafter, this Addendum shall continue from year to year, commencing as of 12:01 a.m., September 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in Hours, Wages or Working conditions.

Article 1, Section 2 shall be amended to read as follows:

Section 2. During the month of May of the year of expiration of this Addendum, any party signatory hereto may give written notice, by certified mail to District Council 16, and the Employers, that said party wishes to withdraw from this Addendum. Should such notice be given, such party shall no longer be bound to this Addendum as of September 1st. The Addendum shall continue as to all parties giving no such notice. Further, said notice of withdrawal eliminates said party from participation in any negotiations regarding this Addendum. The first official joint meeting of the negotiators shall be agreed upon by the two parties. The notice herein provided for is the sole means by which a party may withdraw from or cancel this Addendum. The official meetings between negotiators shall be within the Fresno / Clovis metropolitan area at a mutually agreeable location.

Article 1, Section 3 shall be amended to read as follows:

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

ARTICLE 4 SCOPE OF WORK COVERED BY THIS AGREEMENT

Article 4, Section 1 (h) shall be amended to read as follows:

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

**ARTICLE 5
TERRITORIAL JURISDICTION OF AGREEMENT &
OUT OF AREA WORK**

Article 5, Section 1 shall be amended to read as follows:

Section 1. The territorial jurisdiction covered by this Addendum shall comprise the counties of:
Fresno, Kings, Madera and Tulare.

**ARTICLE 10
WAGES & PAYMENT OF THE SAME**

Article 10, Section 1 shall be amended to read as follows:

Section 1. JOURNEYMAN WAGES

- (a) The rate of pay for Journeyman Painters working under this Fresno Area Addendum shall be pursuant to the Fresno Area Addendum Wage Schedule A (attached) and the Total Package Wage shall be increased by one dollar and thirty cents (\$1.30) January 1st, 2021 and shall be increased one dollar and thirty cents (\$1.30) January 1st, 2022 and shall be increased one dollar and thirty cents (\$1.30) January 1st, 2023 and shall be increased fifty cents (\$0.50) July 1st, 2023.
- (c) The annual increases called for each January 1 of this Addendum shall first be utilized to cover increases to the IUPAT Union and Industry Pension Plan. The mandatory scheduled increases are provided in Article 17, Section 2(a) of this Addendum. Effective January 1, 2022 and each year thereafter, the Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for the year. The five percent (5%) increase to the pension shall be taken from the afore mentioned increase. Such increase will be rounded up to the nearest penny. The Union shall notify the Employers of the new Pension rate as they occur.

Additional contributions may be made at the discretion of the members and need not be listed in the schedule. Secondly the annual increases called for each January 1 of this Addendum shall be utilized to cover any hourly cost increase in Health & Welfare. Any remaining annual increase amount that was not utilized to fund the IUPAT Union and Industry Pension Plan and/or Health & Welfare shall be allocated by the membership of District Council 16, Local Union 294 working under this Addendum.

Article 10, Section 2 shall be amended to read as follows:

Section 2. INDUSTRIAL PAINTING – Employees performing painting work on industrial projects shall be paid an additional one dollar fifty cents (\$1.50) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay. Industrial work shall be defined as

employers performing surface preparation and application of protective coatings and linings to steel and concrete surfaces for the purpose of corrosion prevention on industrial or infrastructure projects. Corrosion prevention work means surface preparation and application of protective coatings and linings to steel and concrete surfaces for the purpose of corrosion prevention. Industrial means a structure that is used primarily for industrial activity, which is generally not open to the public including, but not limited to refineries, factories, warehouses, and storage facilities. Infrastructure means the fundamental structure serving the public, including but not limited to, bridges, tunnels, pipelines, and railways. Said work shall only apply to Public Works or projects requiring prevailing wages.

Article 10, Section 3 shall be amended to read as follows:

Section 3. BRIDGE PAINTER - Employees performing painting work on bridge, overpass, or roadway tunnel projects shall be paid an additional one dollar fifty cent (\$1.50) per hour above the Taxable Net Wage Rate of the Commercial Journeyman 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.

Article 10, Section 5 shall be amended to read as follows:

Section 5. FOREMAN WAGES - When four (4) or more employees covered under this Addendum 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 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 his company 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 Company's unused material and equipment to the Company. Foreman shall receive Journeyman hourly Taxable Net Wage Rate plus:

- (a) One dollar and fifty cents (\$1.50) 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) Two dollars (\$2.00) 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) Two dollars and fifty cents (\$2.50) 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 (considered as a premium pay) to be based on the highest wage classification on the job they are supervising.

Article 10, Section 9(a) shall be amended to read as follows:

- (a) **HIGH TIME** - Employees working over 30 feet (excluding work from a lift 60 feet and lower) shall receive one dollar (\$1.00) per hour above the Taxable Net Wage Rate plus any other premium pay.

(i) Shall be deleted

(ii) Shall be deleted

(iii) Shall be deleted

Article 10, Section 9 shall be amended to read as follows:

SPRAY WORK - Employees spray painting shall receive one dollar (\$1.00) per hour above the Taxable Net Wage Rate plus any other premium pay.

Article 10, Section 9(b) shall be amended to read as follows:

- (b) **WALLCOVERING** – Employees applying wallcovering shall receive one dollar (\$1.00) per hour above the Taxable Net Wage Rate plus any other premium pay.

Article 10, Section 9(c) shall be amended to read as follows:

- (c) **REMEDIAL PATCHING** - Which does not include normal patching and preparation work, 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 premium pay.

Article 10, Section 9(d) shall be amended to read as follows:

- (d) Employees performing commercial work: Abrasive Blasting and Lead Abatement shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the Taxable Net Wage Rate in addition to any other premium pay.

Article 10, Section 13 shall be amended to read as follows:

Section 13. TRAVEL TIME - Employees who jobsite report more than Sixty (60) miles from the point of dispatch (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 Sixty (60) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than Sixty (60) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the Sixty (60) 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.

Article 10, Section 15 shall be amended to read as follows:

Section 15. SHOW UP PAY - Unless given notice individually, that their services are not required, all employees reporting for work, shop or job site at their regular starting time shall be paid two (2) 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.

Article 10, Section 16 shall be amended to read as follows:

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 sixty (60) miles from the point of dispatch. Reporting to work on jobs beyond sixty (60) miles from the point of dispatch shall be in accordance with the provisions of "Travel Time" heretofore defined.

**ARTICLE 11
WORKING CONDITIONS**

Article 11, Section 1 - WORKING CONDITIONS shall be amended to read as follows:

Section 1. REGULAR WORK WEEK - A regular workweek shall constitute forty (40) hours within the weekly pay period. By mutual agreement between the Union and the Employer four (4) ten (10) hour days, consecutive (Monday thru Friday), may be worked to equal a regular forty (40) hour work week. Employees shall take a ten (10) minute rest period in the morning and a ten (10) minute rest period in the afternoon as well as a thirty-minute unpaid lunch. Employees shall be paid at the prescribed rates set forth in this Addendum except, in the following circumstances; overtime shall be paid as follows:

Article 11, Section 2 shall be amended to read as follows:

Section 2. OVERTIME – All Saturdays and Sundays shall be paid at one and one-half (1 ½) times the taxable net wage rate. All holidays listed in Section 3, shall be paid at Double Time.

(b) Any hours worked in excess of forty (40) hours within the weekly pay period shall be paid at the rate of one and one-half (1 ½) times the taxable net wage rate. Any hours worked in excess of eight (8) hours a day, except as provided for in Article 11 section (1), shall be paid

at one and one-half (1 ½) times the taxable net wage rate. All work for which overtime is payable under this section of the Addendum is voluntary, at the option of the employee, if requested to do so.

Article 11, Section 3 shall be amended to read as follows:

Section 3. HOLIDAYS - The recognized holidays shall be: New Year's Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve, and Christmas Day, or days celebrated as the aforementioned holiday. Any holiday falling on Saturday will be recognized on Friday and any holiday falling on Sunday will be recognized on Monday, or as coordinated by the Building Trades. One floating Holiday shall be allowed with member notification to the employer with minimum fourteen (14) day notice. Employer must notify the Local Union within seven (7) days prior to the scheduled floating Holiday.

- (a) **DESIGNATED DAYS OFF** - There shall be three (3) Designated Days Off per contract year: September 4th, 2020, May 28th, 2021, July 2nd, 2021, September 3rd, 2021, May 27th, 2022, July 1st, 2022, September 2nd, 2022, May 26th, 2023, July 3rd, 2023. Working on these days shall be optional, meaning that the employee may have the day off without penalty, but if he/she works it is for straight time.

Article 11, Section 4 shall be deleted

Article 11, Section 5 shall be deleted

Article 11, Section 12 shall be amended to read as follows:

Section 12. No member of the Union shall be required to use his vehicle to transport materials or rigging (except paperhangers' tools), except for a limited number of unopened materials. There shall be a vehicle allowance based on current IRS mileage rates per mile (round trip) to an employee when required, or asked, to haul job related materials / equipment. This allowance is considered income and is subject to all State and Federal withholding taxes.

**ARTICLE 13
DRUG TESTING**

Article 13 shall be amended to read as follows:

The Union supports the use of drug testing by an Employer and will oppose no such actions by Employers.

**ARTICLE 15
GRIEVANCE & ARBITRATION**

Article 15, Section 2 shall be amended to read as follows:

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

- (a) The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and Painting and Decorating Contractors Association of Fresno, Inc./FCA and shall meet with that representative within ten (10) working days to discuss the grievance.

**ARTICLE 16
OTHER FUNDS**

Article 16, Section 2 shall be amended to read as follows:

Section 2. All references to the Northern California Painting and Finishing Contractors Industry Fund will be changed to the Fresno Painting and Decorating Contractors of America (Fresno PDCA)/Fresno Finishing Contractors Association (Fresno FCA) Industry Fund. The amount of contribution required to be paid will be in the amount of (\$0.28) cents per hour.

**ARTICLE 17
PAYMENTS TO TRUST FUNDS**

Article 17, Section 1 shall be amended to read as follows:

Section 1. TRUST FUNDS – Current Trust Funds - IUPAT Industry Pension Fund to replace Bay Area Painters & Tapers Pension Trust Fund.

Article 17, Section 2(a) Trust Agreements shall be amended to read as follows:

(a) Whereas, the IUPAT Union and Industry Pension Plan has been certified by its actuary to be in endangered status as of under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Funding improvement Plan including a preferred option that contains 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 Northern California Painting and the Individual Employer Signatory to this Fresno Area Addendum hereby adopt the benefit reductions and contribution rates set forth in the Funding Improvement Plan Schedule adopted by the Board of Trustees, and incorporate said Funding Improvement Plan Schedule into this agreement as though it was set forth in its entirety. The hourly Journeyman contribution rates shall be as follows:

| Effective Date | Contributions Providing Benefit Accrual Credit | Additional Contributions Not Providing Benefit Accrual Credit |
|-----------------------|---|--|
| July 1, 2020 | \$5.36 | \$1.12 |
| January 1, 2021 | TBD | TBD |
| January 1, 2022 | TBD | TBD |
| January 1, 2023 | TBD | TBD |

In the event that there are classifications contained in this agreement that provide for contribution rates that are different from the contribution rates set forth above, then the Employer shall pay additional contributions that do not provide benefit accrual credit which are proportional to the above rates. The above contribution rates shall be in effect for the duration of this agreement

Effective January 1, 2022, and each year thereafter, the IUPAT Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for the year (IUPAT Constitutional Increase). The five percent (5%) increase to the pension shall be taken from the aforementioned increase. Such increase will be rounded up to the nearest penny. The Union shall notify the Employers of the new pension rate as they occur.

On January 14th, 2022, the Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The bargaining parties to the Agreement, hereby elect "Alternate 2" which requires a total of not less than One Dollar and thirty-one cents (\$1.31) by December 31st, 2024 and is outlined in the IUPAT Pension Trust document and adopt the following required increases to the hourly Pension Fund contribution rate allocated from previously negotiated increases.

1. Effective January 1st, 2023, there shall be an increase of four percent (4%) above the January 1, 2022 hourly contribution rate of \$6.55. The four percent (4%) includes the aforementioned IUPAT Constitutional increase and is a total increase of twenty-seven cents (\$0.27).
2. Effective July 1st, 2023 there shall be an increase of eight percent (8%) above the January 1, 2022 contribution rate of \$6.55. The eight percent (8%) includes the aforementioned IUPAT Constitutional increase and is a total of fifty cents (\$0.50).
3. Effective January 1st, 2024 there shall be an increase of eight percent (8%) above the January 1, 2022 contribution rate of \$6.55. The eight percent (8%) includes the aforementioned IUPAT Constitutional increase and is a total of fifty-four cents (\$0.54).

Article 17, Section 2 (b) shall be deleted

Article 17, Section 2 (c) shall be deleted

ARTICLE 20 EMPLOYERS

Article 20 shall be amended to read as follows:

All references to the Northern California Painting and Finishing Contractors will be changed to read Fresno Painting and Decorating Contractors (Fresno PDCA) / Finishing Contractors Association (Fresno FCA). The bargaining parties expressly agree that the California Paid Sick Leave Statute (Labor Code 245-249) shall not apply to employees working under the Fresno Area Addendum to the Northern California Painters Master Agreement.

SIGNATORIES

This Addendum is made and entered into this first day September 2020, by and between the Individual Employer signed below and District Council 16.

We Hereby Agree to the Terms and Conditions Stated Herein:

DISTRICT COUNCIL 16

INDIVIDUAL EMPLOYER

Signed Jeffery B Roberts

Company _____

Print Jeffery B Roberts

Signed _____

Date Dec 14th, 2022

Print _____

Date _____