

DEPARTMENT OF INDUSTRIAL RELATIONS
 Division of Labor Statistics and Research
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102

MAILING ADDRESS:
 P. O. Box 420603
 San Francisco, CA 94142-0603



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
 REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT OF #PAINTER: INDUSTRIAL PAINTER

Issue Date: May 13, 2010

Expiration Date: June 30, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Imperial, Inyo, Kern, Los Angeles (Including Antelope Valley), Mono, Orange, Riverside, San Bernardino, San Diego^c, San Luis Obispo, Santa Barbara, and Ventura Counties.

This determination applies only to projects advertised for bids on or after May 23, 2010.

Craft	Basic Hourly Rate ^a	Employer Payments					Straight-Time Total Hourly Hours	Overtime Hourly Rate			
		Health and Welfare	Vacation and Holiday	Pension Training Other	Daily (1½ X)	Saturday (1½ X)		Sunday/ Holiday (1½ X)			
#Painter:											
Industrial Painter	\$29.32	\$5.30	\$1.05	\$2.52	\$0.54	\$0.67	8	\$39.40	\$54.06 ^b	\$54.06 ^b	\$54.06 ^b
Industrial Repaint Painter ^c	\$26.05	\$5.30	\$1.05	\$2.52	\$0.54	\$0.67	8	\$36.13	\$49.15 ^d	\$49.15 ^d	\$49.15 ^d

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes amount withheld for working dues.

^b Double time shall be paid for all hours worked over 12 hours in any one day.

^c Industrial Repaint Painter wage rate does not apply to San Diego County.

^d On repaint work any 8 hours in a 24 hour period Monday through Sunday shall be the workday and any 40 hours in a week shall be the work week provided that the 40 hours is worked in 5 consecutive days (legal holidays will not be counted in the 5 consecutive days). For all work under this craft/classification double time (2X) shall be paid for all hours worked over 12 hours in any one day.

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISIONS

FOR

PAINTER: INDUSTRIAL PAINTER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA
AND VENTURA COUNTIES

INDUSTRIAL REPAINT PAINTER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES

200-X-2

**PAINTERS
AND ALLIED TRADES
DISTRICT COUNCIL NO. 36**

**MASTER LABOR
AGREEMENT**

JULY 1, 2009 THRU JUNE 30, 2010

RECEIVED
Department of Industrial Relations

FEB 24 2010

SOUTHERN CALIFORNIA PAINTERS AND DECORATORS
LABOR MANAGEMENT COOPERATION COMMITTEE

**Div. of Labor Statistics & Research
Chief's Office**

SECTION 3. HOLIDAY AND OVERTIME PAY:

A. Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay on Saturdays, Sundays and the following Holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day - NO WORK
Veteran's Day
Thanksgiving Day
Christmas Day

When one of the Holidays listed above falls on a Sunday, same shall be observed on the following Monday.

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

PAINTER: INDUSTRIAL PAINTER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA
AND VENTURA COUNTIES

INDUSTRIAL REPAINT PAINTER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES

200-X-2

**PAINTERS
AND ALLIED TRADES
DISTRICT COUNCIL NO. 36**

**MASTER LABOR
AGREEMENT**

JULY 1, 2009 THRU JUNE 30, 2010

RECEIVED
Department of Industrial Relations

FEB 24 2010

SOUTHERN CALIFORNIA PAINTERS AND DECORATORS
LABOR MANAGEMENT COOPERATION COMMITTEE

Div. of Labor Statistics & Research
Chief's Office

ARTICLE 1

EMPLOYERS

SECTION 1. DEFINITION:

An employer is one whose principal contracting business is the executing of contracts requiring the art, science, knowledge, experience, skill and ability to intelligently examine surfaces, and specify and execute the preliminary and preparatory work necessary to bring such surfaces to a condition where under an agreed specification, acceptable work can be executed within any and/or all of the following subdivisions of the Painting Industry listed below. Work or services permitted by State License Law for Painting and Decorating and Drywall contractors and work or services of others covered by this agreement, utilizing in their work the following:

A. Paints, Pigments, Oils, Turpentine, Japan driers, Thinners, Varnishes, Lacquers, Shellacs, Stains, Fillers, Waxes, Cement, Joint Cement, Water and other vehicles; mediums that may be mixed, used and applied to the surfaces of materials and of building edifices, structures, monuments and appurtenances thereto, of every type and description in their natural state or condition, or constructed or fabricated of any material or materials whatsoever.

B. Work or services pertaining to the application of texture and simulated acoustic materials of all types upon all surfaces and the application of radiant heat fill, removal/encapsulation of asbestos and lead.

C. Work or services pertaining to the painting of all surfaces and incidental flushing and taping of drywall.

D. Work or services pertaining to the application of wallpaper, wall fabrics and all types of coverings or coatings whether decorative or protective, and all preparatory work necessary before said application.

E. Work or services pertaining to the application of tar products (enamels, epoxies, etc.), plastic, vinyl, acrylics, epoxies, polyurethanes, polyesters, polymers, elastomeric coatings, silicones, mastics, sheet linings, plastic liner plate, seamless floors, field fabricated carpets (not to be considered as lay carpets), flocking materials, synthetic fibers, protective coatings of all descriptions, intumescent and ablative fireproofing and sprayed on foams, etc., or any and all products of this nature.

F. Work and services pertaining to the application of composite column casing consists of either System 1, as provided for in Caltrans Special Provisions for construction on State Highways, an epoxy resin-glass fiber, electrical grade, E-glass casing with painted or non-painted exterior surface, or System 2, as provided for in Caltrans Special Provisions for construction on State Highways an epoxy resin-perpreg carbon fiber composite casing with painted or non-painted exterior surface. Also work and services pertaining to the application of adhesives and binder as they relate to the application of composite casing covered in Caltrans Special Provisions for construction on State Highways.

Work and services pertaining to the application of Plastic Flame Coat provided in Caltrans Special Provisions for Construction on State Highways. Plastic Flame Coat consists of thermoplastic powder, pigments and other additives, which are pre-blended according to manufacturer's specifications for application through propane gas flame.

Work and services pertaining to the application of the Plastic Flame Coat as they relate to the surface preparation and application of Plastic Flame Coat covered in Caltrans Special Provisions for Construction on State Highways.

G. Work or services pertaining to the application of bond breaker materials and the application of fiberglass.

H. Work or services pertaining to the finishing and surface preparation on all hardwood or softwood floors.

I. Work or services pertaining to the priming and finish coats on fabricated metal or steel products in the fabricating shop.

J. Work or services pertaining to surface preparation of all types, including sandblasting, all types of abrasive cleaning, water blasting, wet blasting, descaling, steam cleaning, building washing, and all the methods used in the removal of previously painted surfaces; including also caulking, tuck pointing, spackling and wood dough work.

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

L. All power operated equipment required by painters to complete their work shall be operated by the painters and not by other crafts, i.e. air compressors, hydraulic man lifts, platform equipment, fork trucks, fork lifts, and any other equipment necessary to perform the work operation of a contractor signatory to this Agreement.

M. All products and method of application and work or service pertaining to all cleaning of any and all surfaces in preparation of painting which have or may be awarded to the Painters International through jurisdictional procedure.

N. Work or services pertaining to Hazardous Material Handling.

NOTE: It is not the intent of the parties signatory to this Agreement to assume jurisdiction over any work now officially granted to Autonomous Unions of the International Union of Painters & Allied Trades, but to protect the work of signatory employers and of the International Union of Painters & Allied Trades.

**Memorandum of Understanding
to the
Painters and Allied Trades
District Council 36 MLA
Effective July 1, 2009 through June 30, 2010**

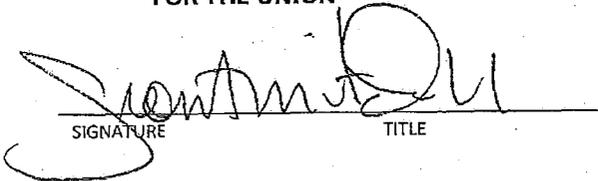
Article 14, Section 2(B)

Industrial work is any work that is not residential or commercial. It includes surface preparation and application of protective paints, coating and/or linings to processing facilities, structures (steel and concrete) and equipment.

Some facilities and structures include, but not limited to:

- Bridges
- Chemical Plants
- Power Generating
- Refineries
- Tanks
- Water and Wastewater Treatment

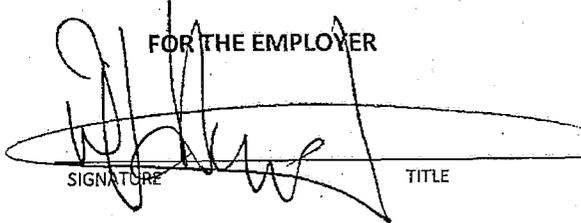
FOR THE UNION


SIGNATURE TITLE

4-21-10

DATE

FOR THE EMPLOYER


SIGNATURE TITLE

4/22/10

DATE

RECEIVED
Department of Industrial Relations

APR 23 2010

Div. of Labor Statistics & Research
Chief's Office

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PAINTER: INDUSTRIAL PAINTER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA
AND VENTURA COUNTIES

INDUSTRIAL REPAINT PAINTER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES

200-X-2

**PAINTERS
AND ALLIED TRADES
DISTRICT COUNCIL NO. 36**

**MASTER LABOR
AGREEMENT**

JULY 1, 2009 THRU JUNE 30, 2010

RECEIVED
Department of Industrial Relations

FEB 24 2010

**SOUTHERN CALIFORNIA PAINTERS AND DECORATORS
LABOR MANAGEMENT COOPERATION COMMITTEE**

**Div. of Labor Statistics & Research
Chief's Office**

SECTION 6.

PARKING FEE:

C. When an employee works in an area where free parking is not available within two (2) blocks, (or approximately 200 yards) the employer shall either provide parking or reimburse the employee upon submission of proper parking receipts by the following weekly pay period for parking costs not to exceed \$15.00 per day. The employer may designate the parking area.

SECTION 9. OUT OF TOWN EXPENSES:

A. When members of the District Council are required because of job location, to live away from their place of residence, they shall receive not less than the regular rate of pay, plus a maximum of \$70.00 per day in order to cover expenses from the date of leaving until the day of their return, inclusive to their home area. To avoid the difficulty of calculating the extraordinary expense incurred when a member of District Council No. 36 is required to travel more than a sixty (60) mile radius from his/her residence, employer shop or members local, whichever is closest to the job, they shall be reimbursed at the prevailing IRS rate for each mile driven over sixty (60) (excluding use of employer provided transportation)

B. If a journeyman quits a job paying subsistence monies without just cause during a pay period, he/she shall not be entitled to any travel expenses for return to his/her home area.

C. If a journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday, he/she shall not be entitled to the subsistence allowance for Saturday or Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by a competent authority as sick or unfit for work.

EXCEPTION: On projects where suitable room and board is provided by either the awarding authority or the employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowances, but not both.