

**MEMORANDUM OF UNDERSTANDING
TO THE
PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36
MASTER LABOR AGREEMENT
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028**

1. **Wage and Benefits Package for Los Angeles, Orange, San Diego, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Mono, and Inyo Counties.**

Basic Commercial Painter

Effective July 1, 2025 – Total Hourly Increase \$3.00

Wage*:	\$2.80
LMCC (PATCAT):	\$0.10
LMCC (LOCAL):	\$0.10

**The Journeyman increase shall be across the board for all counties.*

Effective July 1, 2026 – Total Hourly Increase \$3.00

Wage*:	\$2.25
Vacation:	\$0.50
IUPAT Pension:	\$0.25

**The Journeyman increase shall be across the board for all counties.*

Effective July 1, 2027 – Total Hourly Increase \$3.00

Health & Welfare:	\$0.25
\$2.75 – To be Allocated by Union	

**The Journeyman increase shall be across the board for all counties.*

Industrial Painter

Effective July 1, 2025 – Total Hourly Increase \$3.50

Wage:	\$3.30
LMCC (PATCAT):	\$0.10

LMCC (LOCAL): \$0.10

Effective July 1, 2026 – Total Hourly Increase \$3.50

Wage: \$2.75

Vacation: \$0.50

IUPAT Pension: \$0.25

Effective July 1, 2027 – Total Hourly Increase \$3.50

Health & Welfare: \$0.25

\$3.25 – To be Allocated by Union

2. 1% Increase on the Percentages for First Period Apprentices in all Counties for Commercial Basic Rate

LA, Orange, San Bernardino, San Diego, Riverside, and Imperial Counties Basic Rate:

	Current %	New %
1 st Apprentice	49%	50%

Kern, Inyo, Mono and Antelope Valley Basic Rate:

	Current %	New %
1 st Apprentice	55.22%	56.22%

Santa Barbara, Ventura, San Luis Obispo Basic Rate:

	Current %	New %
1 st Apprentice	51.30%	52.30%

3. Add following language to Article 1 Employers, Section 1 Definitions (J):

J. Work or services pertaining to surface preparation of all types, including sandblasting, all types of abrasive cleaning, Ultra High Pressure (UHP) water blasting, water blasting, wet blasting, vapor blasting, turbo blasting, mist blasting, EQCO (eco) blasting, slurry 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.

4. Update Article 3 Job Registration Requirements, Section 1 Area Covered by this Agreement:

This Agreement covers all the jurisdictional area of Painters District Council No. 36, including Los Angeles, Orange, San Diego, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis

Obispo, Kern, Inyo, and Mono Counties. Antelope Valley area shall be defined as; Kern County line on the West, South on the Kern County line to the South boundary, East on the Kern County line to Highway 5, South on Highway 5 to Highway 138, East on Highway 138 to Highway N2 (Old Ridge Route), East on Highway N2 (Pine Canyon Road & Elizabeth Lake Road) to where it intersects the California Aqueduct, East following the California Aqueduct to the San Bernardino County line at 263rd Street East.

5. Update Article 12 Hours of Work Section 1(A) and (A-1):

A. Eight (8) consecutive hours shall constitute a normal work day on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 4:00 a.m. and 6:00 p.m.

A-1. BASIC HOURS WORK: The employer may adjust the starting time by completing and submitting to the District Council No. 36, the Registration Form required under Article 3, Section 3, of this Agreement. However, no more than eight (8) hours will be permitted at the straight time rate in any twenty-four (24) hour period, and no starting time will commence before 4:00 A.M., nor after 10:00 A.M. on any day. The Union recognizes that climate beyond the control of the employer often controls the work on the job. When such conditions exist, the employer shall notify the Union of the job location and the unfavorable condition on forms provided stating the day or days on which the lost time is to be made up. The District Council No. 36 shall have the authority to adjust the work week when the other extraordinary conditions exist. No man shall be disciplined or discharged for refusing to work on Saturday and/or Sunday.

6. Update Article 12 Hours of Work, Section 3(B).

B. Double the regular rate of pay shall be paid for the following work hours:

1. All hours worked on Sunday.
2. On all hours over twelve (12) Monday through Saturday.

7. Add New Section 7 to Article 12 Hours of Work:

SECTION 7. JURY DUTY:

The contractors shall comply with the requirements of Labor Code Section 230 regarding allowing employees to take time off for required jury duty in addition to witness leave, or for seeking relief against domestic violence or being the victim of a crime. The time off shall be unpaid.

8. Update Article 13 Working Conditions, Section 2:

Section 2. Painter's Required Tools

A. All workers shall report to work with presentable paint uniforms (white shirt or safety color if required and trousers or overalls specified for area of work, safety footwear) and usual tools of the trade. Usual tools of the trade for painters shall consist of putty knives, broad knives, a duster, a hammer, adjustable wrenches and an assortment of screwdrivers, razor blade holder, pliers, personal hand masker, 2' to 4' roller pole, 4' to 8' roller pole, sanding pole or head that can be attached to a roller pole, surface preparation scrapers up to 3" and wire brush. Employees shall not be required to supply paint brushes.

New Apprentices shall be allowed sufficient time to acquire all required tools of the trade not to exceed six (6) months.

9. Update Article 14 Wages, Contributions and Other Expenses, Section 7(A) Foreman Pay, Parking Fee:

A. On a job with three (3) or more employees, an employer is required to designate a qualified foreman. The foreman rate shall be two dollars (\$2.00) per hour over the scale.

On a job with five (5) to ten (10) employees, the foreman rate shall be three dollars (\$3.00) per hour over the scale.

On a job with eleven (11) or more employees, the foreman rate shall be four dollars (\$4.00) per hour over the scale.

10. Update Article 14, Wages, Contributions and Other Expenses, Section 8 Special Wage Conditions:

A. Painting Industry Expansion Plan:

1. Shift work is work performed outside the Regular Working Day as defined in Article 12, Section 1 of the Working Agreement; namely: before 4:00 A.M. or after 10:00 A.M. Monday through Sunday.

Shift Work hours performed at Breweries, Hospitals and affiliated Clinics/Offices and Petrochem Facilities shall be before 6:00 a.m. or after 10:00 a.m. Monday through Sunday.

2. Shift Work may be performed for straight time pay plus twelve and a half percent (12.5%) shift premium.
3. Shift work shall be limited to eight (8) hours per shift and forty (40) hours per week. In case of emergency work performed beyond that time it shall be paid at the rate of time and one-half in accordance with this working agreement.
4. This hour's premium shall be paid in lieu of overtime but provisions for overtime pay and legal holidays as set forth in this working agreement between the parties shall continue in effect.

11. Update Article 14 Wages, Contributions and Other Expenses, Section 9 Paperhanging:

Journeyman paperhangers may be employed on a per-roll basis provided, however, that the employer shall deduct withholding, social security and other payroll taxes, carry compensation insurance and make Health and Welfare, Vacation, Pension, Apprenticeship Fund, Industry Advancement and Administrative Fund contributions. Failure to follow the above procedure shall be a violation of this Agreement. In no event shall pay on a per-roll basis be less than if figured on the hourly classification. Journeyman paperhangers shall not contract nor sub-contract. Three dollars (\$3.00) per hour will be added to the applicable wage rate.

12. Update Article 14 Wages, Contributions and Other Expenses, Section 10(A):

- A. When employees 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 minimum of one hundred twenty-five dollars (\$125.00) 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 from his/her residence, (current address that is registered with the local), or employer shop whichever is closest to the job, based on google maps, they shall be reimbursed at the prevailing IRS rate for each mile driven over sixty (60) (excluding use of employer provided transportation). When the Employer pays for the hotel for out of town work, the employee shall receive fifty dollars (\$50.00) per day for expenses. Each room shall not house more than two (2) people per room.

13. Add new Section 10(B) to Article 14 Wages, Contributions and Other Expenses:

- B. For every request for an Apprentice from the out of work list who is dispatched to a public works project that is sixty (60) miles and beyond from their Local Union Hall, the Apprentice shall receive one hundred dollars (\$100.00) per day for Travel Expenses. On jobs that are ninety-nine (99) miles and beyond, acceptable lodging must be provided. The employer shall pay a per diem at the current County rates under the IRS guidelines in which the project is located for meals and incidental expenses. The mileage calculation shall be determined by the shortest route using Google Maps.

14. Update Article 16 Disputes and Grievances:

SECTION 1. DESIGNATION OF HEARING COMMITTEES AS BOARDS OF ARBITRATION:

(a) The parties hereto expressly establish the LMCC, a Board of Arbitration to determine controversies between the Parties hereto as to alleged violations of this Agreement, and to determine the remedies including damages and amount of liquidated damages to be assessed against such violators, and to devise any other appropriate remedy which may effectuate the purposes of this Agreement. After the exhaustion of appeal proceedings as provided herein, the decision of such trial bodies shall be final and binding upon all parties hereto, and such decision of the LMC may be enforced as an Award of Arbitration under the California Code of Civil Procedure. In any order to enforce such an award, it is agreed that the court shall add the payment of reasonable attorneys' fees, cost of court and interest from the date of its award.

(b) Any dispute grievance or question concerning the application or interpretation of this Agreement or any claim for violation of wage and hour laws, including, but not limited to claims under the California Labor Code, Industrial Welfare Commission Wage Order 16, all derivative claims arising under California Business and Professions Code Section 17200, et. seq., and the Fair Labor Standards Act, shall be determined in accordance with the provisions of Articles 16 and 17 of this Agreement as the sole forum for such claims. The Union, on behalf of the employees working under this Agreement, agrees that this grievance and arbitration procedure shall be the sole and exclusive forum for claims by employees for these claims and clearly and unequivocally waives the employees' right to bring such claims in court as provided for in 14 Penn Plaza, LLC v Pyette, 556 U.S. 247 (2009).

Disputes concerning the proper payment of Trust Fund contributions or amount of Trust Fund contributions due and owing may, at the option of any party hereto, be submitted to the provisions of this Article, provided however, that the Trustees of the respective Trust Funds referred to in this Agreement, shall not be required as a condition of collecting all amounts due such Trust Fund to submit their claims through the provisions of this Article.

(c) The Parties of this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty (50) years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

(d) As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Providing for grievance arbitration in a collective bargaining agreement is encouraged by national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." United Steelworkers of Am. V. Warrior & Gulf Nav. Co., 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed 2nd 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344, 361 (511 Cir. 2013) ("[W]e discern in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause. `Citing, Blessing v. Freestone, 520 U.S. 329, 343, 117 S.Ct.1353, 137 L.E. d.2d 569 (1997) (internal quotation marks and citation omitted).

(e) The parties to the Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation: potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure shall provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

SECTION 2. CHANNELING OF DISPUTES AND GRIEVANCES:

A. All disputes and grievances arising under this Agreement shall be submitted to the LMCC for processing and must be heard and ruled upon by the Judicial Committee within ninety (90) calendar days after filing or either may go directly to arbitration.

The Union may file a grievance directly with the Employer and if the grievance is not resolved, then the Union or the Employer may refer the grievance to the LMCC for processing and must be heard and ruled upon by the Judicial Committee within ninety (90) calendar days of the occurrence of the alleged violation of this agreement, excluding violations found through an audit.

B. It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through the procedures set forth in this Article 16 and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

This Agreement expressly waives the requirements of PAGA and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

C. The following claims and claims for associated penalties shall be resolved exclusively through the procedures set forth in these Articles 16 and 17 of this Agreement and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner: all claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Wage Order 16 and all derivative claims arising under the California Business & Professions Code Section 17200, et seq.

D. For rest period and meal period claims and/or claims for unpaid overtime wages, the time limit for bringing such claims is the time limit for bringing grievances under Article 17. For all other claims covered by this Section 2, the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the arbitrator. All substantive and procedural rights applicable to mandatory arbitration of employment claims shall be observed, (e.g., the right to more than minimal discovery, the payment of costs by the employer, a written award, etc.). The arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings.

E. Statutory claims described above brought by the Union shall be initiated by written notice within the contractual limitations period and shall be resolved through the process set forth in this Article 16.

F. Statutory claims described above brought by an individual employee shall be by written notice within the statutory limitations period delivered to the Employer with copies provided to the Union and Employer Association and shall be resolved through the process set forth in this Article 16. In the latter case, the Union and Employer Association shall provide the employee and the Employer with the panel of impartial arbitrators' contact information upon request.

G. Once a grievance is filed by an individual employee, the union, the aggrieved employee and the Employer shall meet within ten (10) calendar days or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration, with the impartial arbitrator selected by the aggrieved employee and the Employer using the alternative striking method. In such case, the Union shall be permitted, at its sole discretion, to intervene in the proceeding.

Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration, with the impartial arbitrator selected by the aggrieved employee and the Employer using the alternative striking method. In such case, the Union shall be permitted, at its sole discretion, to intervene in the proceeding, appear at the arbitration, and present its position as to the proper interpretation of the Agreement if relevant

H. The impartial arbitrator shall have the authority to consolidate individual statutory claims for hearing under this Article 16, Section 2(C) but shall not have the authority to fashion a proceeding as a class, collective or representative action, except with respect to PAGA claims as provided in this above Section 2(C), or to award relief to a group or class of employees in one grievance or arbitration proceeding.

I. If a court of competent jurisdiction finds any term or clause in this Article 16 to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render this Article valid and enforceable so as to preserve the Article and the parties' intent to the fullest possible extent.

J. This Article applies to any representative PAGA claims, class, and/or individual claims that arise or are pending during the term of the parties' current Agreement, regardless of when they were filed with any court or administrative agency.

**PAINTER AND ALLIED TRADES
DISTRICT COUNCIL 36**

**WESTERN PAINTING AND COATINGS
CONTRACTORS' ASSOCIATION**

X

SIGNATURE

Luis F. Robles, Business Manager
PRINT NAME & TITLE

DATE

1/15/2025

X

SIGNATURE

Deveney Pula
PRINT NAME & TITLE

01.15.2025

DATE