



NORTHERN NEVADA
FLOOR COVERING MASTER AGREEMENT

BETWEEN

DISTRICT COUNCIL 16

AND

THE INDEPENDENT FLOORING CONTRACTORS
OF NORTHERN NEVADA

July 1, 2025 - June 30, 2028

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**NORTHERN NEVADA
FLOOR COVERING
MASTER AGREEMENT**

July 1, 2025 through June 30, 2028

WITNESSETH

WEREAS, The Employer and the Union, in the interest of the general public, wishing to establish a relationship of cooperation whereby the mutual interests of both may be promoted to the highest degree of efficiency; and

WEREAS, It being understood that the principal place of business and employment of Employer, or contractor, is in the jurisdictional area of the International Union of Painters and Allied Trades, District Council 16; but, that such Employer on occasion undertakes work in other cities and areas, on which occasions such Employer employs such additional employees, residents of such other city or area as the needs of the work require.

NOW, THEREFORE, The parties hereto agree as follows:

THIS AGREEMENT entered into the 1st day of July 2025 by and between:

First Party, herein after called the Employer, and

District Council 16, second Party, herein after called, or referred to, as the Union.

It is recognized that all provisions of this Agreement are designated to ensure that the Parties hereto will not directly, or indirectly, perform or undertake or accomplish any work described in this Agreement except in complete compliance with all terms and provisions contained herein above. In such manner, the parties intend that the negotiated standards of this Agreement be protected against any actions which could, by undermining, threaten the maintenance thereof.

**ARTICLE 1
RECOGNITION CLAUSE**

SECTION 1. The 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 and that the Union is that collective bargaining representative for such employees. The Contractor specifically agrees that the Union has offered to demonstrate its majority status or has done so and it is establishing or has established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

ARTICLE 2

TERRITORIAL JURISDICTIONAL AREA

SECTION 1. This Agreement shall have jurisdiction over the following counties in Nevada: Washoe, Carson City, Douglas, Storey, Lyon, Mineral, Churchill, Pershing, Humboldt, Lander, Elko, Eureka and White Pine.

ARTICLE 3

WORK JURISDICTION

SECTION 1. By way of illustration and not limitation, the jurisdiction applies to all work including and related to the installation of resilient floor, wall, and ceiling materials commonly referred to as carpet, linoleum, vinyl, rubber, cork, asphalt, vinyl composite mastipave, synthetic grass and it's derivatives which includes but is not limited to the operation, maintenance and repair of the following equipment when used in the installation and removal of artificial turf, underlayments and all it's derivatives (forklifts, air compressors and any attachments, skid steer, skip loader, utility cart/top dresser, and lay-mor ride on sweeper), prefinished hardwood, laminates, engineered wood, all applications of pre-finished and laminate floors, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile or liquid form.

Installation on floors, walls, ceilings, stairs, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, sport fields, area ways, all other like or similar applications, whether permanent or temporary.

Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floor covering industry.

Preparatory removal of floor covering, wall covering, adhesive and underlayments. The sanding, patching, sealing and priming of the installation surface.

Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds or any material used as a base for the finished surface.

Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging and all other accessories and related sundries.

Repair, finishing, coating, sculpturing, insets and such other processes relating to the industry.

SECTION 2. The terms and conditions contained in this Agreement shall apply uniformly to all such work performed within the territorial jurisdiction of the Union.

ARTICLE 4

OUT OF AREA WORK

SECTION 1. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the IUPAT affiliated union in that jurisdiction, including but

not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated union has an Agreement covering such out-of-area work, the Employer shall perform such work in accordance with this Agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this Agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home Agreement and (b) (i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) plus the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement or through the courts, and is also enforceable by the Union party to this Agreement, either through the procedure for settlement of grievances set forth in this Agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer.

SECTION 2. The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among the persons who are employed the greater percentage of their time in such area.

ARTICLE 5

RECOGNIZED UNION CONTRACTORS

SECTION 1. An Employer is a Contractor, or any individual, firm, copartner ship, corporation, or any other Employer who contracts and supplies one or more Journeyman in the performance of the industry in the area over which this Agreement shall have jurisdiction.

ARTICLE 6

UNION MEMBERSHIP

SECTION 1. Membership in the Local Union shall not be considered a condition of employment.

SECTION 2. In the event that State or Federal Laws should be changed, repealed, amended, or in any other manner revised whereby a Union Security Clause could be negotiated into this Agreement, during the term of this Agreement the Employers agree that, upon sixty (60) days notice, this Agreement shall be open only for the purpose of negotiating a Union Security Clause.

ARTICLE 7

HOLIDAYS

SECTION 1. The following holidays shall be recognized as Holidays: Memorial Day, New Year's Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, and the Friday after,

Christmas Day. Holidays falling on Saturday will be observed on the preceding Friday and Holidays falling on Sunday will be observed on the following Monday.

SECTION 2. Above referenced Holidays are recognized as non-pay days unless Employer requests employee to work on a recognized Holiday.

SECTION 3. In no case shall work be performed on Labor Day from midnight to midnight except to protect life, limb, and property.

ARTICLE 8 WORKING HOURS, OVERTIME, SHIFT WORK AND SHOW-UP TIME

SECTION 1. WORKING HOURS: The regular workday shall consist of eight (8) or ten (10) hours of work depending on the work week, between 6:00 a.m. and 6:00 p.m. with one half (1/2) hour for lunch to be given no later than five (5) hours after the beginning of the shift. The regular workweek shall consist of five (5) eight (8) hour workdays, Monday through Friday or four (4) consecutive ten (10) hour workdays between Monday and Friday.

- (a) Where, in any locality, existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier hour, such starting time may be instituted by the Employer upon written notice to the Local Union.

SECTION 2. OVERTIME: All time worked outside the hours set forth in Section 1 and Section 1(a) above shall be paid at the rate of time and one-half (1 1/2x). Overtime (1 1/2) shall be calculated using 1 x taxable net wage and 1/2 time of base wage. Double time (2x) shall be calculated using 1 x taxable net wage and 1 x base wage (refer to base wage in Article 17 Sec 8).

SECTION 3.

- (a) All work performed on Saturday, up to eight (8) hours, shall be paid at the time and one-half (1 1/2x) the base wage.
- (b) All work performed after ten (10) hours Monday through Friday, after eight (8) hours on Saturdays, and all hours on Sundays and Holidays shall be paid for at the double time (2x) the base rate.

SECTION 4. All work performed on Holidays stipulated in Article 7 of this Agreement shall be paid for at the rate of double time (2X) the base wage.

SECTION 5. SHOW-UP TIME: Two (2) hours shall be paid any Union employee who is directed by the Field Superintendent, Owner, Manager or Dispatcher of the Company to start work or show up to work and is not put to work. The exception to this is if there occurs an "Act of God" which prevents the work from starting. There will be no Show up Time paid for calling in or coming into the shop to inquire about work. There shall be a reasonable effort by each party to contact the other about any changes in work schedules.

SECTION 6. SHIFT WORK: Shift Work will be permitted on all work if required. Work that is done between the hours of 6pm to 6am shall be Shift Work. The Employer shall pay the employee twenty percent (20%) above their base wage for all hours worked.

- (a) Shift Work shall only be considered when an employee works a regular eight (8) or ten (10) hour day, forty (40) hour week. It shall not be used in place of overtime.

ARTICLE 9

WORK RULES AND PAYMENT OF WAGES

SECTION 1. WORK RULES: Members of the Union shall not work for any Floor Covering Employer who is not signatory to the current area Floor Covering Agreement.

- (a) Members of the Union shall not work intermittently as a Contractor and a Journeyman, without prior registration with the Union.

SECTION 2. It is understood that an Employer is not required to designate a Foreman and no employee shall be considered a Foreman unless they are required to perform the duties of their Employer, as defined in Article 17, Section 2. A job ticket assignment does not constitute a classification of Foreman.

SECTION 3. PAYMENT OF WAGES: Each employee shall be paid their wages and all other compensation due in full each week on Friday thereof. Employers shall abide by the Nevada State Law regarding wage payment and penalty for the failure to make timely wage payments.

SECTION 4. Overtime and bonus wages will be due and payable at the end of the period in which the time was worked.

TOOLS FURNISHED BY EMPLOYEES

SECTION 5. The following list of tools shall be supplied by the employee:

- (a) **CARPET INSTALLER:** Toolbox, knee kicker, heavy hammer, carpet shears, hack saw, screwdriver, stapler, sharpening stone, 50' tape, 12' tape, and 15' tape, pad knife, needles (curved), needles (straight), tack strip cutter, carpet awl, base shoe tool, chalk line, glue spreader, stair tool, trimmer, rubber mallet, miter box, carpet knife, porcupine carpet roller or seam roller, nap shears, carpenter's square, straight edges 6' and 4', carpet stretcher.
- (b) **RESILIENT INSTALLER:** Tool chest, hook knife (lino), Stanley type knife, sharpening stone, under scribe, corner scribe, bar scribe, divider, notched spreader, scraper (putty knife) fine notched trowel, medium notched trowel, miter box, tin snips, base shoe tool, hammer, screwdriver, hack saw, chalk line, tape measure 8', 10' or 12', tape measure 50' fox tail brush, square, nail set, seam roller, torch or heat gun, straight edge professional, 12' and 15' tape, brad pusher, scraper, metal miters, 100 pound roller.
- (c) **TILE INSTALLER:** 50' steel tape, sharpening stone, notched spreader, scraper (putty knife), fine notched trowel, medium notched trowel, files, tin snips, pointing spoon, base shoe tool, hammer, screwdriver, hack saw, small hand roller, chalk line, square, fox tail brush, bar scribe, dividers, 12' and 15' tape, tool chest, nail set.
- (d) **GLUE DOWN CARPET INSTALLER:** Additional tools required for glue-down carpet: seam cutter, wall trimmer, and trowel.

- (e) **HARDWOOD, LAMINATE & ENGINEERED WOOD INSTALLER:** The following non-powered tools; Jigsaw, toe kick saw, hand saw, miter saw, chop saw, engineered stapler, rubber mallet, router, shop vacuum, tapping blocks, broom, 50' tape measure, appropriate trowels, pry bars, compass/copy cat, combination square, chisel set (1/4"-1"), finish nailer, nail set, T-bevel (angle finder) and chalk line.

SECTION 6. If the Union dispatches a Journeyman installer, who does not have all of the tools as required in Section 5 above, the Employer may return them to the hall with no pay.

SECTION 7. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. It is therefore recognized that the foregoing working rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore agreed that a contingency not specifically provided for in this Agreement which is requested by the Employer shall be referred to as an "Exceptional Condition Request" and an Employer may make such a request to the Union for a permit issued under this exceptional condition clause.

- (a) The Employer shall submit, via email, all requests for an Exceptional Condition Permit to the Director of Service of the Union. The Director of Service of the Union shall respond, via email, within two (2) business days.

ARTICLE 10

TRANSPORTATION, TRAVEL TIME AND SUBSISTENCE

SECTION 1. TRANSPORTATION AND TRAVEL TIME

- (a) Contractors who have established shops outside a seventy (70) mile radius from the Washoe County courthouse shall pay transportation and travel time from the seventy (70) road mile radius of their shops.
- (b) Travel time and transportation shall be paid portal to portal beyond the seventy (70) road mile free zone radius. Travel time shall be paid at the straight time base rate from shop to job, from job to job and from job to shop.
- (c) Enclosed transportation (legal seating) shall be furnished, or the current IRS rate per mile paid for one (1) round trip for the duration of the job.
- (d) Travel time into the Lake Tahoe Basin, except the city limits of Truckee, California, shall equal to one and one-half (1 ½) hours of base wages, with no benefits. Travel time into Stateline, Nevada City limits shall be equal to one (1) hour of base wage, with no benefits.

SECTION 2. SUBSISTENCE

- (a) Any job over seventy (70) road miles from the Washoe County Court House shall be full subsistence (this shall exclude the city limits of Fallon and the Fallon NAS). When an employee is required to work out of town, they will be paid seventy-five dollars (\$75.00) per day and suitable hotel room, with no more than two (2) employees per room.
- (b) Subsistence shall be paid for all days that the employee works at the job area, including Saturdays, Sundays, and Holidays if worked. The only exception to the

subsistence, shall be when the employee has established a residence within ten (10) miles of the jobsite not less than ninety (90) days prior to the starting date of the job.

SECTION 3. Permanent, temporary shops and starting points if no permanent shop is established, as described in this Article shall be as follows:

- (a) A permanent shop shall be defined as a shop of a permanent nature, established before July 1, 2025, with phones, office, office facilities, etc.
- (b) Temporary shops shall be defined as shops set up for a particular job or project.

SECTION 4. Subsistence pay shall be paid to employee prior to commencing work. Travel pay shall be paid on the check within the regular pay week for hours traveled.

SECTION 5. HAULING: Employer will reimburse all installers in the Sections above, using their personal vehicles to convey Employer's materials at the following rate schedule:

4 hours or less paid per day, \$15.00/day

More than 4 hours paid per day, \$30.00/day

This vehicle use reimbursement will be paid on a per day basis. This is to be paid weekly on a company check.

ARTICLE 11

SUB-CONTRACTING

SECTION 1. Two or more Employers: The Employer, Parties to this Agreement, hereby agrees that no two or more Employers having separate shops will be allowed to work for each other as employees. Floor Covering Contractors will be permitted to sublet contracts.

SECTION 2. The Employer agrees that in the event they sub-contract any work covered by this Agreement, the Employer shall notify the Union of such sub-contract prior to the commencement of the job by sub-contractor verbally or in writing.

SECTION 3. The Employer, party to this Agreement, hereby agrees that it will not contract any work covered by this Agreement unless the subcontractor is properly licensed and signatory to this Agreement.

SECTION 4. It is the further intent of the Parties that application of this Article be in accord with Federal and State Law. The Employer warrants that this paragraph will be strictly complied with and that any damages which may include loss of work, loss of wages to employees, loss of benefit contribution to the trust fund and cost caused or incurred as a result of a violation thereof will be recoverable through the arbitration provision of this Agreement which shall be the sole and exclusive procedures for dispute resolution and remedy between the Union and Employer for alleged violations of this Article. The Union may not strike to enforce this Article or an arbitration award arising hereunder.

SECTION 5. If any portion of the above Article is invalidated by reason of law, then this Agreement shall be deemed open for the purpose of negotiation on such Articles only. In such event the parties shall be required to meet and negotiate the subject matter of the clauses that are

invalidated. In the event an impasse is reached in such negotiations, it shall not be a violation of this Agreement for either party to resort to economic action including a strike or lockout.

ARTICLE 12

BUSINESS REPRESENTATIVE AND PICKETS

SECTION 1. Any employee who may be discharged due to their activities in reporting violations of this Agreement shall, within five (5) days, appeal to the Union and/or Business Representative. Written charges shall immediately be preferred against the Employer.

SECTION 2. The Business Representative of the Union will have the right to visit the shop and/or job site of the Employer for the purpose of administering the provisions of this Agreement and such other of their normal and regular duties that they may have to perform.

SECTION 3. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

ARTICLE 13

HIRING HALL

SECTION 1. Whenever an Employer, signatory to this Agreement, requests workers they shall notify the office of the Union, either in writing or by telephone, stating the number of workers required, the type of work to be performed, the starting date of the job and its approximate duration. Nothing herein contained shall guarantee that any such job shall be of any duration or any worker shall be employed for any specific period of time.

SECTION 2. In all cases, workers shall not be put to work without a referral slip from the Union. Such slip for the purpose of showing all new hires have been employed in accordance with this Agreement.

SECTION 3. Upon receipt of such notice, the Union shall use its best efforts to furnish the required number of qualified and competent workers. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, Bylaws, rules, regulations, Constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements. Such selection will be on the following basis:

- (a) The Union shall maintain a list of all workers seeking jobs who have been employed on the type of work and in the territory covered by this Agreement for a period of at least one (1) year immediately prior to signing out-of-work list, which list shall hereinafter be called "A List".
- (b) Workers names shall be entered on said list in the order in which they come to the Union's office seeking employment.
- (c) After each workers name, there shall be entered a designation corresponding to the type or types of work which the worker is qualified to perform. Each worker, at the time of applying for a job, shall indicate their own qualifications for such

type or types of work and such indication shall be conclusive unless an Employer to whom such person is dispatched reports to the Union that, in their opinion, the worker is not qualified. In such event, before they again will be entitled to preference hereunder, such worker shall be required to pass an objective examination given by a Qualification Committee. Said Committee shall be selected by the appropriate Local Joint Committee and shall be composed of an equal number of Representatives of the Employer and the Union. Any employee, so rejected, who has worked on any such type or types of work for a period of more than one (1) year shall not be required to take such examination.

- (d) Whenever an Employer requests a particular worker by name, the Union will furnish said worker to such Employer providing such worker is registered on "List A" and is available.

SECTION 4. Any worker who feels that they have not been dispatched in accordance with the provisions of this Agreement may appeal to the Qualification Committee, and the Committee shall have the power to reverse any decision of the Union with respect to dispatching. In any matter, as to which the opinion of the Committee is less than unanimous, a worker dissatisfied with the opinion may appeal to an impartial umpire. The umpire shall be selected by the worker and the Union. If they cannot agree upon an umpire, they shall be selected by the State Conciliation Service of the Department of Industrial Relations of the State of Nevada. The cost of any arbitration shall be borne equally by the worker and by the Union. The decision of the Arbitrator shall be final and binding.

SECTION 5. For each worker dispatched, the Union shall send to the Employer with the worker a written Job Referral Slip. The Employer shall have the right to reject any job applicant referred by the Union, provided that they shall in no way discriminate against persons because of Union membership or activities, or race, color, sex, creed, or any other protected classification. If the employee is not eligible for rehire, a termination slip shall be sent to the Local Union stating the reasons.

SECTION 6. If the Union is unable to furnish qualified workers within twenty-four (24) hours after an Employer calls for them, the Employer shall be free to procure workers from any other source or sources. The Employer shall notify the Union within twenty-four (24) hours of the hiring of workers providing the Union with name and social security number of such work persons. Employees shall receive a referral slip within twenty-four (24) hours from the time of first employment.

SECTION 7. To ensure the maintenance of a current registration list, all individuals who do not re-register, or notify the Union in writing of availability within the first work day of each month shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section, they shall maintain their previous position on such list.

SECTION 8. The provisions of Section (1) through (7) shall be posted by the Employers and the Union in all places where notices to employees and Applicants for employment are customarily posted, including the Bulletin Board of the Union.

ARTICLE 14

PAYMENTS TO TRUST FUNDS

SECTION 1. TRUST FUNDS

This Agreement, and any renewals or extensions thereof, require the Employer(s) to make payments to the following trusted funds for each employee covered by this Agreement for all hours worked and/or paid.

- a) International Union of Painters and Allied Trades Industry Pension Fund (“Pension Fund”);
- b) IUPAT - Finishing Trades Institute (“iFTI”);
- c) Labor Management Cooperation Initiative (“LMCI”);
- d) Employee Painters Trust (“Health & Welfare Fund”) or designated Health and Welfare Fund;
- e) Finishing Trades Institute of Northern California and Nevada Training Trust Fund (“Training Trust”);
- f) Labor Management Cooperation Committee (“LMCC”);
- g) Bay Area Painters & Tapers Pension Trust – The Annuity Plan

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, commencing with the 1st day of July, 2025 and for the duration of the Agreement, and any renewals or extension hereof, the Employer agrees to make payments to the applicable Funds for each employee covered by this Agreement, as follows:

SECTION 2. CONTRIBUTIONS

- a) Starting with the first hour of employment and for each hour or portion of an hour for which an employee receives pay, the Employer shall make all contributions to the funds as outlined in Wage Schedule “A”.
- b) Effective July 1, 2025, 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 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.
- c) On January 14, 2022, the Pension Fund elected to enter "Red Zone" status, requiring the adoption of a Rehabilitation Plan. The bargaining party to this Agreement, hereby elect "Alternate 2" which 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 in this Agreement.

1. As of July 1, 2023, the bargaining unit reached the twenty percent (20%) increase in contributions from their January 1, 2022, contribution rate reaching the rates required as per the IUPAT Pension Fund document.
- d) Contributions to the Finishing Trades Institute of Northern California & Nevada Training Trust Fund shall be as follows:
1. Effective July 1, 2025 - \$0.45 per hour worked and/or paid.
 2. Effective July 1, 2026 - \$0.60 per hour worked and/or paid.
 3. Effective July 1, 2027 - \$0.75 per hour worked and/or paid.

SECTION 3. The payments to the Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.

SECTION 4. OTHER FUNDS

The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Labor-Management Cooperation Committee, Industry Promotion Fund, DC 16 STAR Fund, Administrative Dues Check-Off, International Administrative Dues Check-Off, and Organizing Dues Check-Off deductions 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 Agreements of the Employee Painters Trust Health and Welfare Trust Fund.

SECTION 5. LOCALLY ADMINISTERED TRUST FUNDS

There are multiple Trust Funds that have been established by the parties. The Purpose, Powers and Duties of said locally administered Trust Funds are contained in their individual Trust Documents.

SECTION 6. EMPLOYER TRUSTEES

The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the Funds listed above such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid trust indentures.

SECTION 7. UNION TRUSTEES

The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Funds listed above such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

SECTION 8. All contributions to the Funds described in this Article hereof which are made from hours worked, shall be deemed due and payable on the last day of the month following the

month in which the hours were worked. The Trustees of each respective Fund may require, and the Trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

SECTION 9. If the Employer fails to make contributions to any of the Funds described in this Article hereof within thirty (30) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause. It is understood that Employer shall not be assessed liquidated damages until the expiration of the thirty (30) day period referred to in this paragraph 9.

SECTION 10. Each of the respective Funds described in paragraph 1 hereof shall, at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

ARTICLE 15 OTHER FUNDS

SECTION 1. DUES CHECK-OFF

Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement, dues in the amount specified in the applicable Union's Bylaw and Constitution provisions, and to remit said amount to the Union in the following manner.

- a)** The Union will notify the Employer in writing of the amount of dues specified in the Bylaws, and will submit to the Employer a copy of the Bylaws or the applicable bylaw provisions.
- b)** For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the Bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
- c)** On or before the last day of each month, the Employer will remit to the Trust Fund Administrator the entire amount of dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.
- d)** The Union agrees to furnish the Employer with authorization cards for each Employee for the deduction when filed with the Employer.

SECTION 2. LABOR-MANAGEMENT COOPERATION COMMITTEE

The parties have agreed to create a committee whose purpose is to enforce prevailing wage compliance and promotion of the industry in the State of Nevada. The program shall be funded by contributions to be made as follows: for each hour worked, fifteen cents (\$0.15). The Business Manager/Secretary Treasurer of the Union shall appoint all Labor Trustees. The Employer hereby irrevocably designates as its representatives on the applicable Boards of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreements and Declarations of Trust, as amended from time to time. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though they had actually signed the same. Contributions shall be made pursuant to the provisions of Article 14.

SECTION 3. IUPAT-FINISHING TRADES INSTITUTE

We hereby establish under this Agreement a provision for affiliation with the IUPAT FTI. Every Signatory Employer under this Agreement shall pay a minimum contribution of ten cents (\$.10) per hour to IUPAT-FTI for each hour worked by each of its employees covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 14 of this Agreement.

SECTION 4. IUPAT-LABOR MANAGEMENT COOPERATIVE INITIATIVE

We hereby establish a contribution to the IUPAT-LMCI effective on the date of this Agreement and during any renewals or extensions thereof.

- a) For each hour or portion thereof worked by each employee covered under this Agreement, the Employer shall pay ten cents (\$0.10) payable to the IUPAT-LMCI. Contributions shall be made pursuant to the provisions of Article 14 of this Agreement.

SECTION 5. STAR PROGRAM

There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a mutual benefit non-profit corporation. The purpose of the STAR Program is to promote a high performance, high value culture within the workforce covered under this Agreement. The STAR Program promotes, funds, and incentivizes participation in training programs that are designed to upgrade industry and vocational skills, increase occupational efficiency, and improve safety. The STAR Program shall fund all trainings sponsored by the STAR Program and all rewards granted to employees who annually meet the required goals as established by the STAR Program. Other purposes of the STAR Program include acting as an area and industry-wide labor-management cooperation committee as provided for by Section 302(c)(9) of the Labor Management Relations Act of 1947, 29 U.S.C. Section 186(c)(9), for any and all of the purposes set forth in Section 5(b) of the Labor-Management Cooperation Act of 1978, including the establishment and operation of joint labor-management activities conducted by an area and industry-wide committee designed to improve labor-management relationships, job security, competitiveness, productivity, organizational effectiveness, and economic development. The STAR Program may engage in any lawful activities incidental or related to the accomplishments of the above stated purposes.

- a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.

The Employer shall be required to remit thirty cents (\$0.30) per hour to the STAR Program for each hour worked, or portion thereof, by each of its employees covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 14 of this Agreement. Effective July 1, 2026, five cents (\$0.05) of the negotiated increase shall be allocated to the STAR Program for a total of thirty-five cents (\$0.35) per hour worked and/or paid.

SECTION 6. INDUSTRY PROMOTION FUND

During the term of this Agreement (and any renewals or extensions thereof), the Employers may join an Industry Association of their choice. If a majority of Employers join said Industry Association, all Signatory Employers shall pay Industry Promotion Fund contributions, based upon all hours worked and/or paid to each covered Employee, at the hourly rate decided between the Employers and Association per hour. All such Industry Promotion Fund contributions shall be made pursuant to the provisions of Article 14.

ARTICLE 16

APPRENTICESHIP AND JOURNEYMAN TRAINING

SECTION 1. The members of the FTI, having set up a program for the handling of an Apprenticeship system, have referred the program to the Local Joint Advisory Training Committee (herein after referred to as the "JATC"). Members of the Committee shall be selected by the group they represent (Labor and Management). The Committee shall oversee the Journeyman and Apprenticeship Training system under the control of the Trustees of the FTI. The term of Apprenticeship Training shall be in accordance with Standards approved by the Nevada State Apprenticeship Council.

SECTION 2. In case of any dissatisfaction between an Employer and an Apprentice regarding any decision of the JATC, it shall be the duty of the parties involved to appeal the matter to the Nevada State Apprenticeship Council, who shall be empowered to exercise disciplinary action when Apprentices or Contractors refuse to comply with said rules and regulations.

SECTION 3. When an Employer has hired five (5) Journeymen they shall employ one (1) Apprentice, and shall maintain at least this ratio throughout the shop, not on a project-by-project basis. The Employer may employ Apprentices on a two (2) Journeymen to one (1) Apprentice ratio after the first Apprentice has been hired.

SECTION 4. Shops with less than three (3) Journeymen may be granted an Apprentice if, in the opinion of the JATC, it would be beneficial to all parties concerned.

SECTION 5. The term of Apprenticeship training shall be in accordance with Standards set up by the Nevada State Apprenticeship Council of the Flooring Industry.

SECTION 6. The JATC shall have the right to take an Apprentice from their Employer if it is proven to the Committee that said Apprentice is not benefiting from their job or is being misused.

SECTION 7. Employers and the Union agree that all Apprentices working at the trade shall attend vocational school established for the training of said Apprentices and assist in enforcement of all rules and regulations now in effect or hereinafter adopted by the Local JATC.

SECTION 8. All Apprentices failing to attend class where schools are established on night or day designated by the JATC, except by legitimate excuse, shall be immediately removed from their work by an authorized Representative of the JATC and/or Local Union and shall not be permitted to return to work until a hearing has been held before the JATC and the matter settled to the satisfaction of said Committee.

SECTION 9. Any Employer who has been notified by the JATC that their Apprentice has been suspended from employment for not attending apprenticeship classes and continues to employ said Apprentice shall be in violation of this Agreement.

- a) All Apprentices shall attend one hundred sixty (160) hours per year as provided in this Agreement. All lost time shall be made up before Completion Certificate will be issued.
- b) Any Apprentice employed by a Signatory of this Agreement, who is not indentured will not be recognized as an Apprentice by the JATC, or the Local Union, and the Employer shall be in violation of this Agreement.
- c) No Apprentice shall be allowed to drop their Apprentice Card and take out or apply to the Union for a Journeyman's Card, unless permission has been granted by the JATC.
- d) No Employer shall be allowed to hire an Apprentice as a Journeyman if the Apprentice has been suspended, dropped, or cancelled by the JATC, unless permission has been granted by the JATC.
- e) When an Apprentice is not worked by an Employer for three (3) consecutive working days (project or weather delays, Holidays, and weekends excluded), the Apprentice has the right to put their name on the Out-of-Work List and seek their own employment with other Signatory Employers. When employment is ended by the Employer, the Employer shall provide the JATC with a separation notice. The notice shall be on documents provided by the JATC.
- f) Apprentices must be current on reporting their work hours before they can be dispatched.

SECTION 10. All Apprentices sent to jobs shall be directed by a Journeyman until said Apprentice has had two and one-half (2 1/2) years' experience at the trade.

SECTION 11. No Apprentice shall be sent to out-of-town work that will interfere or prohibit him/her from attending school classes.

SECTION 12. Apprentice wages shall be as follows:

Floorcovering Apprentices shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows in accordance with Apprenticeship Standards, which include six (6) months' time, required hours worked, and completion of required classes:

1st six (6) months: 55%	6th six (6) months: 75%
2nd six (6) months: 55%	7th six (6) months: 80%
3rd six (6) months: 60%	8th six (6) months: 85%
4th six (6) months: 65%	9th six (6) months: 90%
5th six (6) months: 70%	10th six (6) months: 95%

ARTICLE 17 WAGES AND CLASSIFICATIONS

There shall be four (4) classifications covered by this Agreement:

Floorcovering Journeyman, Foreman, Apprentice, and Material Handler.

The descriptions for each classification shall be as follows:

SECTION 1. JOURNEYMAN: The term Journeyman 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 skilled Floorcovering work. The hourly minimum rate of wages and benefits for Journeymen covered under this Agreement shall be paid in accordance with the attached Wage Schedule A and shall receive a six dollars (\$6.00) increase to their Total Package on July 1, 2025, a six dollar (\$6.00) increase to their Total Package on July 1, 2026, and a six dollar (\$6.00) increase to their Total Package on July 1, 2027.

SECTION 2. FOREMAN: The term is used herein shall mean a Journeyman employee designated by the Employer to supervise the work of Journeymen and or to have charge and/or be responsible for materials on tract or jobs. A Foreman shall receive ten percent (10%) above the Journeyman Taxable Net Wage for all hours worked and/or paid.

SECTION 3. APPRENTICE: Apprentice wages shall be as follows: Apprentices shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows in accordance with Apprenticeship Standards, which include six (6) months' time, required hours worked, and completion of required classes:

1st six (6) months: 55%	6th six (6) months: 75%
2nd six (6) months: 55%	7th six (6) months: 80%
3rd six (6) months: 60%	8th six (6) months: 85%
4th six (6) months: 65%	9th six (6) months: 90%

5th six (6) months: 70% 10th six (6) months: 95%

Apprentices shall receive full benefits including Pension contributions, which shall be based on their respective percentage (rounded to the nearest five cents (\$.05)) of the Journeyman contributions.

SECTION 5. MATERIAL HANDLERS: The Employer may employ Material Handlers at the ratio of one (1) Material Handler to five (5) Journeymen and/or Apprentices per shop.

- a) A Material Handler cannot work with any of the tools listed in Article 9, Section 5 (a thru e).
- b) A Material Handler can deliver materials and clean jobs without a Journeyman on the job.
- c) After a Material Handler has worked thirty (30) calendar days from date of hire, they shall be indentured into the apprenticeship program.
- d) The hourly minimum rate of wages for Material Handlers shall be forty-five percent (45%) of the Base Wage Rate of a Journeyman.
- e) In the event that it is discovered that the Employer has utilized Material Handlers to install materials on the jobsite, the Union shall have the authority to revoke the Employers' ability to utilize Material Handlers for the duration of this Agreement or any extensions thereof.
- f) The Material Handler classification shall not be permitted to work on Prevailing Wage Projects under any circumstances.

SECTION 6. No employee presently covered under this Agreement shall suffer a reduction in wages or benefits as a result of this Agreement whether retained by the same Employer or employed by a new Employer.

SECTION 7. During the term of this Agreement, the Union and/or Trustees may request in writing an increase or decrease in the contribution rates required to a particular benefit fund or funds which may result in a corresponding reduction or increase in the minimum hourly wage rates set forth in this Agreement in accordance with the appropriate corresponding Article contained in this Agreement. 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 as of the effective date requested by the Union. As of such date the hourly minimum wage rates set forth in Schedule A of this Agreement shall be reduced or increased in an amount equal to the increase or decrease required of the Employer to the particular benefit fund or funds.

SECTION 8. Base wage is used only for premium time calculations. Base wage = Taxable Net Wage less all deductions in parentheses () except vacation

ARTICLE 18

SAFETY

SECTION 1. It is recognized that the protective regulations should apply to protect the health and safety of employees working with epoxies or polyurethanes or materials containing hazardous chemicals; therefore,

SECTION 2. No employee shall be required to work with any materials containing epoxies or polyurethanes unless all the following conditions are met:

- a) That the Employer fully informs the employee of the materials involved, the dangers involved in dealing with such materials, the proper conditions under which it may be applied and the correct method of its application.
- b) The Employer furnishes employees with all protective devices and clothing recommended by local health authorities or a reputable laboratory, including outer garments, air respirators and hoods where indicated, protective creams, adequate water and laundering of clothes used by the employee.
- c) That the Employer post the area to be worked with signs indicating the hazard involved in the use of the materials.
- d) That no employee shall be required to apply such material unless all the conditions for application recommended by the Health Department or a reputable laboratory are posted at the time of application.

SECTION 3. It is agreed that all Personal Protective Equipment ("PPE") shall be supplied by the Employer, with the exception of working boots.

ARTICLE 19

LEGAL COMPLIANCE

SECTION 1. Should any part hereof or any provision herein contained by rendered or declared illegal, or unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts of provisions rendered or declared illegal or unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 20

GRIEVANCE AND ARBITRATION

SECTION 1. 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.

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 shall meet with that representative within ten (10) working days to discuss the grievance.

- b) If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it shall be submitted to the Grievance Resolution Committee. Said Committee shall be comprised of two (2) representatives of Management (not from the same Employer), and two (2) representatives of the Union. In the event the parties are unable to resolve the grievance, then at the request of either party, the matter shall be submitted for arbitration by written notice to the other party within fifteen (15) working days from the date of the Grievance Resolution meeting.

SECTION 3. ARBITRATOR

If the parties cannot reach agreement on an impartial Arbitrator, either the Union or the Employer may request the Nevada State Conciliation Service to submit a list of five (5) Arbitrators to the parties. The list shall contain only established Arbitrators in the state of Nevada. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator.

SECTION 4. 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.

SECTION 5. 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.

SECTION 6. 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 who lost the arbitration, the Arbitrator shall decide who shall pay the expenses of the Arbitrator whether in whole or in part.

SECTION 7. FOURTEEN DAY LIMIT

Matters not presented to the Employer in writing within a period of fourteen (14) working days after the knowledge of 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.

SECTION 8. UNION ECONOMIC OR LEGAL ACTION

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 their 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 this Agreement. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer. 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, application 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, or escrow account to be held by the Trust until the matter is resolved under the procedures set forth herein.

ARTICLE 21
LOCAL JOINT COMMITTEE,
GRIEVANCE COMMITTEE AND ARBITRATION

SECTION 1.

- a) The parties shall continue heretofore established Joint Committees, The Joint Committee shall at all times be composed of an even number of members one half appointed by the Union Representative and one half appointed by the appropriate Employers and representing all other Employer's signatory to the Collective Bargaining Agreement with the Union. The parties shall have the right to specify the length of the terms of service of the committee members and to designate alternate committee members.
- b) The Joint Committee shall meet regularly and shall determine their own rules, provided they do not conflict with any provision of this Agreement.
- c) The Joint Committee may delegate their power and duties to a sub committee, such as grievance or study committees, but in no event shall they delegate or relinquish their right to review the decision or actions taken by such sub-committees. Further, in the event that the subcommittees shall be in the same ratio as the representation of Employers and the representation of the Union on the Joint Committee.
- d) The Joint Committee shall among other things resolve problems of mutual concern to the parties not specifically covered by the terms of this Agreement, as well as determine matters specifically referred to them by the terms of this Agreement. Further, the Committee shall among other things promote and perpetuate harmonious relations and study and recommend ways and means of promoting the economic welfare of the Employers and the members of the Union.
- e) The Joint Committee shall have the authority to determine questions relating to the application and interpretation of this Agreement and claims of violation of this Agreement or at their option appoint Grievance Committees pursuant to Section (c) above to exercise such functions and authority. In no event shall the Joint Committee or their designated appointees have any authority to add, to amend, modify, or to in any manner nullify or make inoperative the terms to provisions of this Agreement. Any complaint not registered with the Joint Committee within a period of fourteen (14) days shall have lost its validity as a complaint for consideration.
- f) The Joint Committee shall have the right to summon, question, and examine any party to this Agreement or their representatives or agents, in connections with any question or matter on which the Joint Committee has the authority and power to act. The Joint Committee shall have the right to have the books and accounts of Public Accountants as to payroll records, payments made to employees covered by this Agreement, and payments of fringe benefits.

- g) The Joint Committee shall further:
1. Have the power to require payments for and in the character of liquidated damages, or fines as to any party found in violation of this Agreement, or impose other conditions on any party or parties to this Agreement. Any sum of money ordered to be paid by any Employer of employee by an order, directive, or decision of the Joint Committee shall be paid in the manner specified by said Committee.
 2. Have the power to establish for Employers and/or employees, penalties including specifying maximum monetary amounts, for violation of this contract on matters such as but not limited to, failure to comply with Hiring Hall (Article 13) & Delinquencies in Trust Fund Payments.
 3. Have the power to establish a list of specific violations with appropriate penalties which may be amended, have additions or deletions, from time to time as conditions may warrant in this Agreement, or any memorandum of, effective as of the date of their release.

ARTICLE 22

DRUG FREE WORKPLACE

SECTION 1. The Employers and the Union have negotiated a drug free and alcohol free workplace policy for individuals covered by this Agreement. The policy is included in this Agreement as Attachment 1.

ARTICLE 23

DURATION CLAUSE

SECTION 1. This Agreement shall be in full force and effective from July 1, 2025, through June 30, 2028, and shall continue thereafter from year to year unless either party serves written notice upon the other at least sixty (60) days and no more than ninety (90) days prior to July 1 of any subsequent year of its desire to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF the Parties hereto have set their hand and seals this first day of July 2025, to be effective as of July 1, 2025, except as to those provisions where it has been otherwise agreed between the parties.

DISTRICT COUNCIL 16:

By: _____ Date: _____
(Signature)

(Print Name and Title)

EMPLOYER:

By: _____ Date: _____

(Signature)

(Print Name and Title)

Street Address

City & State

Zip Code

Area Code

Phone Number