



HIGH PERFORMANCE
HIGH VALUE

**NORTHERN NEVADA
DRYWALL FINISHERS MASTER AGREEMENT**

BETWEEN

DISTRICT COUNCIL 16

AND

**THE INDEPENDENT DRYWALL CONTRACTORS
OF NORTHERN NEVADA**

July 1, 2019 - June 30, 2022

DRYWALL INDEX

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NORTHERN NEVADA DRYWALL FINISHERS MASTER AGREEMENT

for

DISTRICT COUNCIL No. 16

July 1, 2019 through June 30, 2022

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED into the 1st day of July, 2019, by and between any Independent Contractor signatory hereto, and District Council No. 16, hereinafter referred to as the Union.

WITNESSETH: That for and in consideration of harmonious relations between the parties referred to and the Public and the maintenance of stability of the conditions of employment and other mutually beneficial relations, and for the purpose of prevention and peaceful adjustments of disputes and grievances that may arise from time to time and for the purpose of prevention and peaceful adjustments of disputes and grievances that may arise from time to time and for the purpose of safety of the parties concerned, the parties hereto have agreed that the understanding hereinafter set forth shall be binding upon all of the parties hereto individually and collectively.

TERRITORIAL JURISDICTIONAL AREA

ARTICLE 1

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, and that portion of Lassen County in California, that lies Eastward of Highway No. 395, Northward to and including Honey Lake. This Local shall also have jurisdiction over the entire Tahoe Basin Area, including that portion of California which falls within the Tahoe Basin Area, defined as follows (Following area, for reference purposes, shall be referred to as the Tahoe Area): Beginning with Echo Summit in California on Highway No. 50, then east to a line running north and south through Spooner Summit, Nevada, then north to a line running east and west through Mt. Rose Summit, Nevada, then west to the California border then north to the Truckee River, then west to a line running north and south through Donner Pass, California, then south to a line running east and west through Echo Summit, California, the east to Echo Summit, California, then east to Echo Summit, California.

WORK JURISDICTION

ARTICLE 2

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.

- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The clean up of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken by the Employer signatory hereto, whether such operation occurs on the interior or exterior of a building structure.
- (g) Nothing herein is intended to conflict with or violate any State or Federal Law.

SECTION 2 -- The forgoing is not all-inclusive, and may be enlarged or otherwise changed by action of the General Executive Board of the International Union of Painters and Allied Trades in a manner not inconsistent with the express provisions of the International Union Constitution.

RECOGNITION AND BARGAINING UNIT

ARTICLE 3

SECTION 1 - The Employer recognizes District Council No. 16 as the Bargaining Representative of all the employees employed by the Contractors herein, wherever such employees may be employed.

SECTION 2 -- It being understood that the principal place of business and employment of the Employer, or Contractor, is in the jurisdictional area of this Agreement, but that such Employer on occasions undertakes painting work in other cities and areas, on which occasions such Employer employs such additional employees, resident of such other city, or area, as the needs of the work require.

SECTION 3 -- The employer recognizes, acknowledges and agrees that it has satisfied itself that District Council No. 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.

SECTION 4 -- It is recognized that all provisions of this Agreement are designed 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. 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.

SECTION 5 -- District Council No. 16, in furtherance of the above, does hereby undertake to enforce its own Constitution and By-laws with respect to the individual members of District Council No. 16 and, specifically, should any individual member, or members, be found to be working as an employee of a non-signatory employer the effect of which is found to deprive signatory Employers of work then, in that event, District Council No. 16 shall, upon such finding, impose maximum sanctions against such individuals as allowed by the Union Constitution and By-Laws. Should a signatory Employer have reasonable cause to believe that members of District Council No. 16 are working for non-signatory employers, the effect of which is to deprive signatory Employers of work then, in that event, the aggrieved Employer may bring a grievance against the Union and seek monetary damages arising as a result of the loss of such work and breach of Article 5, Section 6(a), which pertains to the above.

OUT OF AREA WORK, 50-50, AND JOINT VENTURES

ARTICLE 4

SECTION 1 -- When the Employer, or Contractor, is engaged in work inside the geographical jurisdiction of this Agreement, or when an Employer, or Contractor, who does not have a permanently established shop within the geographical jurisdiction of this Agreement, performs work in the territorial jurisdiction of this Agreement, he shall employ not less than fifty (50) per cent of the men employed on such work from among persons who are employed the greater percentage of the time in such area.

SECTION 2 --

- (a) 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 the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area.
- (b) 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 3 -- The Employer, party hereto, shall not attempt to engage in any work covered by the Agreement in any area through the use or device of another Business or Corporation which such employer controls, or through the use or device of a Joint Venture with another Employer, or Contractor, in any area without first consulting with the Union for the purpose of establishing to the Union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the area where such work is being performed. If the Union is not so satisfied, the Union may resort to all available legal or economic recourse, including cancellation of this Agreement, notwithstanding any other provision of this Agreement.

SECTION 4 -- A workman who is assigned to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Financial Secretary or Business Agent of such Local Union that he is in their jurisdiction. This notification shall be in person, by telephone, or by mail, at least twenty-four (24) hours prior to starting work.

SECTION 5 -- Employers who maintain their shops outside the geographical jurisdiction of this Agreement shall notify the office of District Council No. 16 twenty-four (24) hours prior to commencing work in this area. Notification shall be made by telephone or mail.

RECOGNIZED CONTRACTORS

ARTICLE 5

SECTION 1 -- An Employer is a Contractor, or any individual, firm, co-partnership, corporation, or any other Employer who contracts and supplies one or more journeymen and/or materials in the performance of the Drywall and Decorating Industry in the area over which this Agreement shall have jurisdiction. Said party or parties must conform to all National Statutes and Departmental or Bureau Regulations affecting the Drywall Industry. Also, said party or parties must carry a local City License in any city, town, or township, or incorporated area and maintain a State Drywall Contractor's License regardless of the major locations of the business. Said Contractor shall be classified as a resident of the area in which he is licensed but shall be controlled by the local working Agreement within the area involved.

SECTION 2 -- The Employer agrees that during the period of this Contract he will employ one or more men subject to the provisions of the contract. He agrees further that he will not work on any job without a journeyman in his employ. Only one partner or one officer of a Corporation shall work with the tools as a journeyman.

SECTION 3 -- It is recognized that the maintenance of prevailing wages and working conditions is impracticable where Contractors themselves perform job site work of a type covered by this Agreement. Therefore, it is agreed that not more than one Contractor-Partner shall work with the tools.

SECTION 4 -- It is agreed by both party's signatory hereto that no signatory Contractor will be allowed to work for another contractor as a journeyman, nor will they recognize or agree to what is known as double identity wherein a contractor, at will, changes from a Contractor to a journeyman or vice-versa. Violations of the above paragraph will be basis for charges.

SECTION 5 -- Any contractor who wishes to resume work as a journeyman must do so by appearing before the Local Union Executive Board and showing to the satisfaction of the Local Union Executive Board that the change is in good faith. Such contractor resuming work as a journeyman will not be allowed to return to the contracting business for a period of one year.

SECTION 6 -- Members of the Union agree to work for Employers only if the Employers comply with all of the following conditions:

- (a) The Employer shall become a party to this Collective Bargaining Agreement and/or a bona fide Maintenance Agreement and shall evidence the same by signing this Agreement and/or a bona fide Maintenance Agreement.
- (b) In the event the Employer is signatory to a Collective Bargaining Agreement with another Local Union of the International Union in another area, he shall file a stipulation of compliance.
- (c) In the event the Employer is signatory to an International Agreement with the International Union, he shall abide by the terms of that Agreement.
- (d) The Employer shall not allow violations of applicable safety rules and shall assume the responsibility of safe and sanitary conditions for his employees. Employees shall cooperate with the Employer in observing safety regulations and use of safety equipment.
- (e) The Employer charged with a violation or grievance shall meet with the Business Representative of the Union, as set forth under Grievance Procedure, Article 31, Section 1, and if a settlement is not reached, shall appear before the proper Boards and governing bodies, at the stipulated time, as prescribed herein.
- (f) The Employer shall furnish the following information: Firm name-address-name of owner or owners, state contractors license number, federal employer's identification account number, compensation insurance carrier together with official certificate furnished by the carrier, or Nevada State Industrial Insurance System account number.
- (g) No Employer may start any job, or employ any men, until this Agreement takes effect.

- (h) Upon signing of registration form applicant will be given a printed form of Agreement. Applicant is advised to read contents and will sign his name in the space provided on the last page, signifying that he has read and understands the terms and conditions of this contract.
- (i) Any and all work vehicles shall be signed in the following manner on both door sides: Name of owner, or D.B.A., business address, phone number and State Contractor's License number.

DEFINITIONS

ARTICLE 6

SECTION 1 -- A journeyman is defined as one who has completed his apprenticeship or has passed the required examination given by an examination board set up for the purpose of determining his or her proficiency as a mechanic in the performance of duties pertaining to the Drywall Industry.

UNION MEMBERSHIP

ARTICLE 7

SECTION 1 -- Membership in the Union shall not be considered a condition of employment, except as set forth in the following sections.

SECTION 2 -- Employees working for signatory Employers in the California portion of this Agreement, who are not members of the Union shall become members immediately following the seventh (7th) day of such employment. Failing to become a member, upon proper notification to the Employer by the Union, such employee will be terminated immediately.

SECTION 3 -- All employees working the California portion of this Agreement shall maintain themselves in good standing with the Union as a condition of employment. Employees failing to maintain themselves in good standing shall be terminated by the Employer immediately after receipt of proper notice from the Union.

SECTION 4 -- Employees so desiring to join the Union and wishing their Employer to withhold their initiation fee shall fill out the proper authorization slip. The Employer shall withhold the amount so specified and forward to the Local Union the following week.

SECTION 5 -- In the event that the State or Federal Labor Laws should be changed, revised or 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 will be opened only for the purpose of negotiating a Union Security Clause.

HOLIDAYS

ARTICLE 8

SECTION 1 -- The following holidays are recognized under the terms of this Agreement: New Year's Day, Memorial Day, July Fourth, Admission Day (last Friday of October in each year), Thanksgiving and the day after Thanksgiving. No work will be permitted on Labor Day or Christmas Day under any conditions. When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When working in the Tahoe Area on the California side, California's Admission Day will be recognized as a holiday; when working on the Nevada side, Nevada's Admission Day will be recognized as a holiday.

HOURS OF WORK

ARTICLE 9

SECTION 1 -- Five (5) days shall constitute a week's work. Eight (8) hours shall constitute a day's work, except when four (4) ten-hour days are worked. Hours of work shall be between 6:00 A.M., and 6:00 P.M., Monday through Friday.

SECTION 2 -- 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, with the

mutual consent of the individual Employer and the Local Union in the area where the job is located, be made earlier. In such event, the starting time agreed to must continue for the duration of the job or until changed by mutual consent. The start of the day shift, as related to this section, will not be before 4:00 a.m.

SHIFT WORK

SECTION 3 -- Shift work shall be permitted on all work. In order to establish shift work, the Contractor must notify and get the approval, in advance, of the Labor Relations Committee. The Contractor must notify the Committee of the shift or shifts contemplated, which shall be for a minimum of not less than five (5) consecutive days, Monday through Friday, of which one (1), two (2), or three (3), of the following shifts may be worked. Any work performed in excess of those hours listed in the shift work hours shall be paid in accordance with Article 9, Section 5, of this Agreement. Shift hours shall be as follows:

- (a) Third Shift ' Graveyard Shift, 12:30 P.M. to 7:30 A.M., with a lunch period from 4:00 A.M. to 4:30 A.M., six and one-half (6 1/2) hours work for eight (8) hours pay at the regular rate of wages as listed in Article 29.
- (b) First shift, Day Shift, 8:00 A.M. to 4:30 P.M., with a lunch period from 12:00 P.M. to 12:30 P.M., eight (8) hours work at the regular rate of wages as listed in Article 29.
- (c) Second Shift, Afternoon Shift, 4:30 P.M. to 12:01 A.M., with a lunch period from 8:30 P.M. to 9:00 P.M., seven (7) hours work for eight (8) hours pay at the regular rate of wages as listed in Article 29.

INCLEMENT WEATHER

SECTION 4 -- If an outside job is shut down due to inclement weather, such outside job, or jobs, may be manned, or worked, on Saturday and/or Sundays only by employees who lost such time when the job was shut down. Employees who do work on Saturdays and/or Sundays because of this circumstance must receive a permit from District Council No. 16 before working such job. Said employee, or said employees, may only work on said project that was shut down due to the inclement weather. This work shall be done on a voluntary basis and no employee shall be discharged or disciplined because of his refusal to work on said jobs on Saturdays, or Sundays. Straight time rate of pay shall apply to this Section. If any employee works over eight (8) hours in a day, or over forty (40) hours in any week, the overtime rates shall apply, as provided for in this Agreement.

- (a) Employers who willfully violate the terms and conditions of this Article will automatically be fined Five Hundred Dollars (\$500.00), after a grievance has been heard, said fine to be paid to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.
- (b) Employees who violate the terms and conditions of this Article will automatically be fined Two Hundred Dollars (\$200.00), after a grievance has been heard, said fine to be paid to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.

OVERTIME

SECTION 5 -- All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular work day of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate. The Union will be notified when four (4) tens (10's) are instituted. Contractors whose work week starts after the normal Monday starting day will not be penalized for any additional overtime accumulated in a normal five (5) day week, Saturdays, Sundays and Holidays excluded.

- (a) All overtime, except in full subsistence areas, shall be reported to the Business Representative.

SECTION 6 -- No employee covered by this Agreement shall report to any shop earlier than thirty (30) minutes, or on job site earlier than twenty (20) minutes before starting time.

- (a) When working five (5) eight (8) hour days, employees shall leave the shop by 4:30 P.M., or 6:00 P.M., according to starting time, regardless of whether tools are cleaned or not. If more time is needed to perform these duties, it must be taken prior to quitting time. When working

four (4), ten (10) hour days, quitting time will be based on the starting time of 6:00 A.M., or 7:00 A.M.

(b) No Contractor shall request or allow any man, except foremen and apprentices, to do any shop work before 6:00 A.M. All shop hours worked before 6:00 A.M. will be paid at the time and one-half (1 1/2) rate.

(c) Before starting any job prior to 6:00 A.M., the Business Representative must be notified.

SECTION 7 -- Show up time -- Two (2) hours shall be paid any employee who is directed by a general field superintendent, owner, or dispatcher to start to work or show up to work and is not put to work unless a situation known as an Act of God shall arise. There will be no show up time paid for calling in or coming into the shop to inquire if there is work. There shall be a reasonable effort by each party to contact the other about any changes in work schedules.

SECTION 8 -- All other time, other than that mentioned, shall be considered over-time within the jurisdiction of this Agreement.

WORKING CONDITIONS

ARTICLE 10

SECTION 1 -- No employee shall be required to work with any special coatings unless all of the following conditions are met:

(a) That the Employer fully informs the employee of the material 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 is to furnish 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 employees.

(c) That the Employer post the area to be worked with signs indicating the hazards involved in the use of the materials.

(d) That no employee shall be required to apply such materials unless all of the conditions for application recommended by the Health Department or a reputable laboratory are posted at the time of application.

SECTION 2 -- Employees who report for work at the time they are instructed by the Employer must be ready and able to work and shall be neat in appearance when reporting to work or no show up time will be allowed.

SECTION 3 -- Sheet rock tapers will supply their own hand tools and sanding poles and shall supply and wear white pants and shirts.

SECTION 4 -- If an employee fails to report to work with the necessary tools or clothing, the Employer may buy such tools or clothing, present them to the employee, and deduct their costs from said employee's pay.

SECTION 5 -- Employees required to unload trucks, secure equipment, or take materials inventory shall do so prior to quitting time.

SECTION 6 -- No open materials to be carried by journeyman in his own vehicle, and no more than sixty (60) pounds at any one time.

SECTION 7 -- Employees are to be notified by Business Agent and Health and Welfare Trust that Employer has not paid into Trust Funds. If employees continue working for said Employer five (5) days after notification, said employees shall be subject to disciplinary action.

SECTION 8 -- Any employee, who may be discharged due to his activities in reporting violations of this Agreement, shall within five (5) days appeal to the Local Union, and if, after investigation, said charges are substantiated by the Union, written charges shall immediately be preferred against the Employer.

SECTION 9 -- No journeyman shall take day work except those journeymen who are over sixty (60) years in age or are disabled. All day work jobs shall be registered and recorded with the Local Union. Residential work is the only type of work that can be done by someone registering day work.

SECTION 10 -- 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.

SECTION 11 -- If special situations arise, the union and the employer will meet to discuss special parking accommodations for that jobsite only.

PAYMENT OF WAGES AND SUBSISTENCE

ARTICLE 11

SECTION 1 -- Friday shall constitute payday, including out-of-town work where subsistence is being paid.

SECTION 2 -- Wages shall be due and payable in lawful currency enclosed in an envelope showing the Employer's and the employee's name, hours worked, and the amount due, or by negotiable check payable on demand at par.

SECTION 3 -- Wages shall be paid not later than fifteen (15) minutes after regular quitting time.

(a) One (1) hour waiting time will be charged for waiting over fifteen (15) minutes up to one (1) hour.

(b) Two (2) hours waiting time after one (1) hour. Starting the following morning at 8:00 A.M., straight time shall be paid eight (8) hours per day, seven (7) days per week (30 day maximum) until paid in cash or certified check with slips showing deductions and signed by the Employer.

SECTION 4 -- Any Employer who fails to pay when wages or subsistence are due, or pays with a bad check, with willful intent to avoid payment shall pay waiting time at the double time rate, eight (8) hours a day, seven (7) days a week, until paid in cash or by certified check with stub or paper showing cash deductions and signed by the Contractor.

SECTION 5 -- Subsistence shall be paid on a separate check.

SECTION 6 -- The Employer issuing such checks shall provide reasonable facilities including identification for the cashing without charge or discount to the employee.

SECTION 7 -- All checks shall conform to all provisions pertaining to the payment of employees as required by Federal and State Laws.

SECTION 8 -- No more than two (2) days shall be withheld by any Contractor.

SUB-CONTRACTING

ARTICLE 12

SECTION 1 -- Two or more Employers: The Employer, parties to this Agreement, hereby agree that no two or more Employers will be allowed to work for each other as employees. Drywall Contractors will be permitted to sublet contracts.

SECTION 2 -- The Employer agrees that in the event he sub-contracts any work covered by this Agreement, the Employer shall notify District Council No. 16 of such sub-contract prior to the commencement of the job by the sub-contractor, verbally or in writing.

SECTION 3 -- The Employer, parties to this Agreement, hereby agree that they will not contract any work covered by this Agreement unless the sub-contractor is properly licensed and signatory to this Agreement.

SECTION 4 -- The signatory Contractor, in no event, will permit the assignment of bargaining unit work on any job site to persons not in his employ or business concerns in an amount in excess of eighty (80) per cent of the total bargaining unit work required in the construction contract. For the purpose of this paragraph, the total monetary value of the production contract shall be deemed the equivalent of the

total amount of the bargaining unit work provided for therein. This paragraph will be applicable with respect to any such assignment, whether in the form of a sub-contract or any other type business transaction. It is the intent of this paragraph to assure that at least twenty (20) per cent of the total amount of bargaining unit work required to perform a construction contract on any job site will be assigned to employees of the signatory Employer. It is the further intent of the parties that application of this Article be in accordance with the Federal and State law. The Employer warrants that this paragraph will be strictly complied with and that any damages caused or costs incurred as a result of a violation thereof will be recoverable through the arbitration provisions of this contract.

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. In such event, the parties shall be required to meet and negotiate the subject matter of the clauses that are invalidated. In the event that 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.

SHOP AND JOB STEWARD

ARTICLE 13

SECTION 1 -- The Business Manager/Secretary-Treasurer or his or her designee shall appoint a Shop Steward in all recognized shops and on all jobs where more than three (3) employees are required. These Stewards shall be designated as Shop Stewards or Job Stewards.

SECTION 2 -- The Union reserves the right to replace or name new Stewards at its discretion.

SECTION 3 -- It shall be the duty of the Shop or Job Steward to report to his Employer, or to the authorized Representative of the Union, any and all violations of this Agreement as well as violations of Federal and State Laws and Local Ordinances pertaining to this Agreement.

SECTION 4 -- The Business Agent shall be notified immediately of a layoff of a Job or Shop Steward, or Officer of Local Union No. 567. If the Business Agent feels that the Job, or Shop Steward, or Officer of Union No. 567 was discriminately laid off, he shall file a grievance in writing. If the result of the grievance hearing determines that the Job or Shop Steward, or Officer of Local Union No. 567, was laid off discriminately, the Job or Shop Steward, or Officer of Local Union No. 567, shall be reinstated with full back pay.

BUSINESS MANAGER AND

REPRESENTATIVES

ARTICLE 14

SECTION 1 -- The Business Manager/Secretary-Treasurer or Business Representative shall have access to the job during working hours for the purpose of checking compliance with the terms of this Agreement. He shall make every reasonable effort to advise the individual Employer or his Representative of his presence on the job.

SECTION 2 -- No Business Manager/Secretary-Treasurer or Business Representative shall be discriminated against for performing his duties under this Agreement.

MAINTENANCE WORK

ARTICLE 15

SECTION 1 -- District Council No. 16 hereby agrees that it will negotiate a Maintenance Agreement with any Employer who is, or will be, doing maintenance work and hiring maintenance employees.

(a) Maintenance work shall be defined as the routine reoccurring work required to keep a facility, plant, building, structure, etc., in such conditions that it may be continuously utilized in its original, or designated, capacity and efficiency for its intended purposes.

COMMITTEES AND TRUSTS

ARTICLE 16

SECTION 1 -- All signatory parties to this Agreement hereby acknowledge that the following Committees and Trusts exist: Apprenticeship Committee, Health and Welfare, Pension Trusts, Labor-Management Cooperation Fund, Political Action Together – Political Committee, Administrative Dues Check-off, STAR Program, and Vacation/Holiday pay.

HIRING HALL

ARTICLE 17

SECTION 1 -- Whenever an Employer, signatory to this Agreement, requires workmen, he shall notify the office of the Union, either in writing or by telephone, stating the number of workmen 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 that any workman shall be employed for any specific period of time.

SECTION 2 -- Upon receipt of such notice, the Union shall use its best efforts to furnish the required number of qualified and competent workmen. 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, By-Laws, Rules, Regulations, Constitutional provisions or any other aspect or obligation or Union membership, policies, or requirements. Such selection will be on the following basis:

(a) The Union shall maintain a list of all workmen 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 "List A".

(b) After each workman's name there shall be entered a designation corresponding to the type or types of work which the workman is qualified to perform. Each workman, at the time of applying for a job, shall indicate to his own qualifications for such type or types of work, and such indication shall be conclusive unless an Employer to whom such workman is dispatched reports to the Union that, in his opinion, the workman is not qualified. In such event, before he again will be entitled to preference hereunder, such workman shall be required to pass an objective examination given by a Qualification Committee. Said Committee 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.

(c) In dispatching workmen, preference shall be given to workmen on List "A". Within the list, preference shall be given to those whose designations correspond to the type of work involved, in the order in which their names appear on the list.

Whenever an Employer requests a particular workman by name, said workman must be registered on the "A" List.

SECTION 3 -- Any workman who feels that he has not been dispatched in accordance with the provisions of this Agreement may appeal to the Qualifications 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 workman dissatisfied with the opinion may appeal to an impartial umpire. The umpire shall be selected by the State Conciliation Service of the Department of Industrial Relations of the State of Nevada. The costs of any arbitration shall be borne equally by the workman and the Qualifications Committee. The decision of the Arbitrator shall be final and binding.

SECTION 4 -- For each workman dispatched, the Union shall send to the Employer, with the workman or by mail, a written referral slip. The Employer shall have the right to reject any job applicant referred by the Union, provided that he shall in no way discriminate against persons because

of Union membership or activities, or race, color, sex, or creed. If the employee is not eligible for rehire, a termination slip shall be sent to the Local Union stating reasons.

SECTION 5 -- If the Union is unable to furnish qualified workmen within forty-eight (48) hours after an Employer calls for them, the Employer shall be free to procure workmen from any other source or sources. He shall, in such event, notify the Union within twenty-four (24) hours of the name and address of workmen so hired.

SECTION 6 -- In no case shall an Employer put a workman to work without first receiving a referral slip from said workman. Employees as well as the Employers shall be responsible under this section. Phone call is acceptable.

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 their availability within the first workday 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 Sections 1 through 7 shall be posted by Employers and by the Union in all places where notices to employees and applicants for employment are customarily posted, including the Bulletin Board of the Union.

SECTION 9 -- The Employer shall have the prerogative to pay and such employees dispatched by the Union office minimum wage rates if the employee proves unsatisfactory or incapable of performing the required tasks.

**TRANSPORTATION,
TRAVEL TIME, SUBSISTENCE
ARTICLE 18**

SECTION 1 -- Transportation and Travel Time -

- (a) Contractors who have established shops out of the Reno and Tahoe area shall pay transportation and travel time from the seventy-five (75) road mile radius of their shops.
- (b) Travel time and transportation shall be paid portal to portal beyond the seventy-five (75) road mile free zone radius. Travel time shall be paid at the straight time rate from shop to job, from job to job and from job to shop.
- (c) Enclosed transportation (legal seating) shall be furnished, or fifty cents (\$.50) per mile paid for each round trip.

SECTION 2—All work performed in California shall include a premium of \$1.00

SECTION 3 -- Subsistence -

- (a) Any job over seventy-five (75) road miles from the Washoe County Court House shall be full subsistence – Seventy-Five dollars (\$75.00) per day, for days worked, or suitable board and room. One employee out of town will be reimbursed Ninety-five dollars (\$95.00) per day, for day's worked or suitable board and 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 4 -- Permanent, temporary shops and starting points if no permanent shop is established, as described in the Article shall be as follows.

- (a) A permanent shop shall be defined as a shop of a permanent nature, established before July 1, 2016, with phones, office, office facilities, etc.
- (b) Temporary shops shall be defined as shops set up for a particular job or project.

- (c) An Employer who doesn't have a permanent shop shall use the Washoe County Court House as a starting and finishing point for travel time, transportation and subsistence as set forth in this Article.

CHECK-OFF OF ADMINISTRATIVE DUES
ARTICLE 19

SECTION 1 -- Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the terms of this Agreement, Administrative dues in the amount specified in the Union By-Laws and to remit said amount to the Union in the following manner.

- (a) Upon signing of this Agreement, the Union will notify the Employer in writing of the amount of Administrative dues specified in the By-Laws and will submit to the Employer a copy of the By-laws or the applicable By-Law provision.
- (b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the By-Laws based on the number of hours worked during said payroll period and will accumulate said deduction to the end of the month.
- (c) On or before the twentieth (20th) day of each month, the Employer will remit to the bank designated by the Administrator to be turned over to the Union the entire amount of Administrative Dues due and owing as to each employee for the month previous.

SECTION 2 -- When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters, other than the Union signatory hereto, and the By-Laws of that other Union contains a provision for Administrative dues or Business Agent "Assessment", the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job Administrative dues or Business Agent "Assessment" in the amount stated in that other Union's By-laws and shall remit said amount to the other Union. In that event, that other Union shall be acting agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 1 (a) - (c) will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of Administrative dues or Business Agent "Assessment" specified in its By-Laws and to submit to the Employer a copy of the By-Laws or the applicable By-Law provision. When the signatory Employer performs a job within the jurisdiction of Union affiliated with the International Union of Painters, other than the Union signatory hereto, and the By-Laws of that other Union contains no provision for Administrative dues or Business Agent "Assessment", the Employer shall continue to be bound by Section 1.

SECTION 3 -- The obligation of the Employer under Sections 1 and 2 shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.

SECTION 4 -- At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in duplicate, one copy of which is retained by the Employer and the other returned to the Union, the form to be supplied by the Union.

SECTION 5 -- On or before the twentieth (20th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

APPRENTICESHIP AND TRAINING FUND

ARTICLE 20

SECTION 1 --

- (a) For the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund for each employee covered by this Agreement, as follows:
- (b) Commencing with the first day of July, 2019, for each hour or portion thereof, for which an employee received pay, the Employer shall make a contribution of twenty-five cents (\$0.20) to the above-named Apprenticeship Fund.
- (c) For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to apprentices, journeymen, trainees and probationary employees.
- (e) The payments to the Apprenticeship Fund required above shall be made to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund, by the twentieth (20th) of each month for the previous month.
- (f) The payments to the Apprenticeship Fund required above shall be made to the Northern Nevada Painters and Allied Trades s Joint Apprenticeship and Training Committee which was established under an Agreement and Declaration of Trust dated November 1, 1980. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

SECTION 2 -- All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

SECTION 3 -- If an Employer fails to make contributions to the Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee within twenty (20) 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 other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure of any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

SECTION 4 --

- (a) Commencing with the first day of July, 2019, and for the duration of this agreement, and any renewals or extensions thereof, from the funds collected in the aforementioned manner, the Trustees of the Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee, shall hold in trusts the sum of five cents (\$0.05) per hour, for each hour or portion thereof for which an employee receives pay, and remit said sum to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT-FTI) at such regular period of time and in the manner and form as shall be determined by the Trustees of the IUPAT-FTI from time to time.
- (b) The payments to the Apprenticeship Fund required in Section 4(a) above shall be made to the IUPAT-FTI, which was established under an Agreement and Declaration of Trust dated May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

SECTION 5 --

- (a) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI, 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 Indenture.
- (b) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI, 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 Indenture.
- (c) The parties hereto further agree to be bound by all actions taken by the Trustees of the IUPAT-FTI pursuant to the said Agreement and Declaration of Trust.

HEALTH AND WELFARE PLAN

ARTICLE 21

SECTION 1 -- Each Employer covered by this Agreement shall pay to the Employee Painters' Trust the sum of Six Dollars and eighty six Cents (\$6.86) per hour for each hour worked by each employee from July 1, 2016.

SECTION 2 -- The established security plan, provided by the Employee Painters' Trust Health and Welfare Plan, or the plan in effect on July 1, 2019, is hereby made a part hereof and all signatories to this Agreement are bound by the terms of said Trust Agreement, which is incorporated herein by reference as though fully set forth herein.

SECTION 3 -- If an Employer fails to make contributions to the Employee Painters' Trust (Health and Welfare Plan) within fifteen (15) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with the Agreement and other provisions hereof to the contrary notwithstanding. The Employer is liable for payment under this Article and if the Union so desires, it shall not be subject to, or covered by, any grievance or arbitration procedure, or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

SECTION 4 -- The Employers shall not be responsible for a monetary failure of the Employee Painters' Trust (Health and Welfare Plan).

THE PAINTERS AND ALLIED TRADES LABOR-MANAGEMENT COOPERATION FUND

ARTICLE 22

SECTION 1 -- Commencing with the first day of July, 2019, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Fund ("Fund") for each employee covered by this Agreement, as follows:

- (a) For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution of five cents (\$.05) to the fund.
- (b) For the purpose of this Article and wherever similar language is used in this Agreement, each hour paid for, including hours attributed to show-up time and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

SECTION 2 --

- (a) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.
- (b) The Employer hereby irrevocably designates as its representatives on the Board of Trustees such as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

(c) The Union hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors.

SECTION 3 -- All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

SECTION 4 -- If an Employer fails to make contributions to the Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with the attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

**VOLUNTARY PAYROLL DEDUCTION
OF POLITICAL CONTRIBUTIONS
ARTICLE 23**

SECTION 1 -- Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the 20th day of each month for the previous work month to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128.

AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL CONTRIBUTIONS

I HEREBY AUTHORIZE AND DIRECT MY Employer to deduct from my pay the sum of five cents (\$.05) for each hour that I receive pay as a contribution to the Political Action Together – Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send the "Combined National Fund," on or before the 20th day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to "Combined National Fund" and mailed to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to this contribution, should same occur.

This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer, that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fund raising and use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is only a suggestion and I may continue more or less and will not be favored or disadvantaged by the Union or my employer for doing so.

**PENSION PLAN
ARTICLE 24**

SECTION 1 -- For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry National Pension Fund for each employee covered by this Agreement, as follows:

- (a) For each hour, or portion thereof, for which an employee receive pay the Employer shall make a contribution of Six Dollars and Fifty-two Cents(\$6.52) to the above named Pension Fund.
- (b) For the purpose of this Article, each hour paid for, including hours attributed to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to apprentices, helpers, trainees, and probationary employees.
- (d) The payments to the Pension Fund required above shall be made to the "I.U.P.A.T. Union and Industry National Pension Fund", which was established under an Agreement and Declaration of Trust dated April 1, 1967. The Employer agrees to be bound by and to the said Agreement and Declaration of Trust, as though he has actually signed the same. Payments shall be made no later than the twentieth (20th) of the month for the previous month.

SECTION 2 -- The Employer hereto irrevocably designates as its representatives on the Board 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 Agreement and Declaration of Trust.

SECTION 3 -- All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

SECTION 4 -- If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with Attorney's fees and such liquidated damages as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement, if the Union so desires.

SECTION 5 -- The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for Income Tax purposes.

SECTION 6 -- The Employers shall not be responsible for monetary failure of the I.U.P.A.T. Union and Industry National Pension Fund.

VACATION / HOLIDAY PAY

ARTICLE 25

SECTION 1 -- Every Employer signatory to this Agreement hereby agrees to deduct from the taxable/net wage of any employee employed by such Employer during the terms of this Agreement, Vacation/Holiday Pay in the amount specified in the Wage Schedule A and to remit said amount in the following manner:

- (a) Upon signing of this Agreement, the Union will notify the Employer in writing of the amount of Vacation/Holiday Pay specified in the Wage Schedule A.
- (b) For each payroll period, the Employer will deduct from the taxable/net wage of each employee the amount specified in the Wage Schedule A based on the number of hours worked during said payroll period and will accumulate said deduction to the end of the month. Vacation/Holiday pay shall be deducted and paid on all hours worked. First and Second Period Apprentices shall have no Vacation/Holiday pay deducted from their taxable/net wage. Third through Sixth Period Apprentices shall have Vacation/Holiday pay deducted at the same percentage as their wage compared to a journeyman.

- (c) On or before the twentieth (20th) day of each month, the Employer will remit to the current Administrator the entire amount of Vacation/Holiday Pay due and owing as to each employee for the month previous.
- (d) The parties agree that, contributions to the Holiday and Vacation Fund shall be transmitted to the current administrator who thereupon will deposit the money in the bank. These contributions shall be made to a bank in the name of each individual worker and the bank shall set individual accounts for each employee. Interest on the accounts shall be paid to the employee.

STAR PROGRAM

ARTICLE 26

SECTION 1 -- 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 non-profit California Corporation. The purpose for which this corporation is formed is to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward-based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).

SECTION 2 -- The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.

SECTION 3 -- The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour paid or portion thereof on each employee covered under this Agreement.

SECTION 4 -- The Employer hereto irrevocably designates as its representatives on the Board of Directors such Directors as are now serving, or who will in the future serve, as Employer Directors, together with their successors. The Employer further agrees to be bound by all actions taken by the Directors.

SECTION 5 -- All contributions shall be made at such time and in such manner as the Directors require; and the Directors shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the STAR Program

SECTION 6 -- If an Employer fails to make contributions to the STAR Program within twenty (20) days after the date required by the Directors, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with Attorney's fees and such liquidated damages as may be assessed by the Directors. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this Agreement, if the Union so desires.

DRYWALL APPRENTICES

ARTICLE 27

SECTION 1 -- The members of the Local Joint Committee, having set up a program for the handling of an Apprenticeship system, have referred the program to the Local Joint Advisory Committee on Apprenticeship Training. Members of the Committee shall be selected by the group they represent. It shall be the duty of this Committee to work out rules and regulations for the control of Apprentices in the Drywall Industry and decide all complaints having to do with Apprentices.

SECTION 2 -- A Drywall Finisher Apprentice is a person, who:

(a) Has had less than three (4) years verifiable experience as a drywall finisher.

(b) Has registered with the Painters' Apprenticeship Committee and the Local Union.

SECTION 3 -- A Drywall Contractor may employ not more than one (1) apprentice to each two (2) journeymen or fraction thereof.

(a) Apprentices shall be taught the use of all the machine tools, acoustic spray, texturing and hand finishing.

(b) The Apprentice shall furnish broad knives, pan and beater, sanding poles and white overalls.

SECTION 4 -- It shall be mandatory for each Employer of five (5) or more employees to employ at least one (1) apprentice.

SECTION 5 -- All apprentices entering the trade after the effective date of this Agreement shall be bound to their Employers and/or Joint Apprenticeship Committee by contract in writing for a period of three (3) years and shall be eligible for their journeyman's rating upon completion of four (4) years full apprenticeship and the complete approval of the Apprenticeship Joint Committee, in conformity with regulations established by the Division of Apprenticeship Standards, State of Nevada, adopted by the members of the Joint Committee.

NOTE: The term of Apprenticeship training shall be in accordance with standards set up by the State Apprenticeship Committee of the Drywall Industry.

SECTION 6 -- Employers and members of the Council and/or Local Union agree that all apprentices working at the trade shall attend vocational schools 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 Advisory Committee on Apprenticeship Training.

SECTION 7 -- All apprentices failing to attend class where schools are established on night or day designated by the Department of Education, except by legitimate excuse, shall be immediately removed from their work by an authorized Representative of the Joint Apprenticeship Committee and/or Local Union and shall not be permitted to return to said work until a hearing has been held before the Advisory Committee on Apprenticeship Training and the matter settled to the satisfaction of said Committee.

SECTION 8 -- Any Employer who has been notified by the Apprenticeship Committee that his 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 classes one hundred forty-four (144) 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 Contractor Signatory to this Agreement who is not indentured will not be recognized as an apprentice by the Apprenticeship Committee or the Local Union.

SECTION 9 -- All apprentices sent to jobs shall be accompanied by a journeyman until said apprentice has had one (1) year of experience at the trade. Apprentices shall not be placed in charge of jobs.

SECTION 10 -- Positively no apprentice shall be sent to out-of-town work that will interfere or prohibit him from attending school classes.

SECTION 11 -- Under no conditions shall an apprentice be used exclusively as a nail spotter and sander.

**CENTRAL COLLECTION SYSTEM AND INCREASES INTO
FRINGE BENEFITS, ADMINISTRATIVE AND APPRENTICESHIP PLANS
ARTICLE 28**

SECTION 1 -- There is a Health and Welfare Plan, a Painters and Allied Trades Labor-Management Cooperation Fund, a Political Action Together – Political Committee, a Pension Plan, an Administrative Dues Check-off Plan, Apprenticeship Plan, STAR Program and a Vacation/Holiday Plan encompassed in this Agreement.

SECTION 2 -- The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the 'Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

SECTION 3 -- PENSION PLAN -- Payments for the Pension Plan shall be for all hours, or fraction thereof, worked.

SECTION 4 -- In the event the majority of the members of Painters and Allied Trades Union Local No. 567 vote to increase the amount of contributions to the Check-off of Administrative Dues, the Employer shall, within thirty (30) days following receipt of such written notification from the Union, withhold the amount of such increase from the hourly wage rate then being paid and add the amount so withheld to the contribution specified in those Articles of this Agreement.

SECTION 5 -- In the event that the majority of the members of Painters and Allied Trades Union Local No. 567 vote to increase the amount of contributions to the Pension and/or Health and Welfare Plan and/or Apprenticeship Fund the Employer shall, within thirty (30) days following receipt of such written notification from the union, divert the amount of such increase from the hourly wage rate then being paid and add the amount so diverted to the contribution, or contributions specified in those Articles of this Agreement.

**WAGES
ARTICLE 29**

SECTION 1 -- Journeyman wage rates per hour, are as follows:
CLASSIFICATION

	Effective 07/01/2019 Per Hour
Taper -----	\$33.41
Steeplejack – Taper (over 40 feet with open space below)-----	\$34.91

(a) – Wage Increases for all classifications will be as follows; Two Dollars and Eighteen cents (\$2.18) per hour increase for 7/1/2020 Two Dollars and Nineteen cents (\$2.19) per hour increase for 7/1/2021

SECTION 2 -- Apprentice Tapers shall be paid not less and not more than the percentage of the prevailing journeyman's wage, as follows:

	Effective 07/01/2019 Per Hour
Taper Apprentice	
1st 1,000 hours (40%) -----	\$16.71
2nd 1,000 hours (50%) -----	\$18.38
3rd 1,000 hours (60%) -----	\$20.05
4th 1,000 hours (70%) -----	\$23.39
5th 1,000 hours (80%) -----	\$26.73
6th 1,000 hours (85%) -----	\$28.40
7 th 1,000 hours (90%) -----	\$30.07
8 th 1,000 hours (95%) -----	\$31.74

SECTION 3 -- Foreman's rates shall be as follows:

Foreman A--3 to 5 men – Two Dollars & .50 (\$2.50) Cents per hour above highest paid journeyman classification that he is in charge of.

Foreman B--6 or more men - Two Dollars and fifty cents (\$1.50) per hour above highest paid journeyman classification that he is in charge of.

SECTION 4 -- Steeplejack work shall be defined as all work above forty (40) feet in height (heights to be defined as any area where a free fall, or open space below, may exist).

ON THE JOB SAFETY

ARTICLE 30

SECTION 1 -- In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the responsibility of the Employer and the employee to comply with safety rules contained herein. Nothing in this Agreement will make the Union liable to any employees or to any other person in the event that work-related disease, sickness, death, injury or accident occurs.

SECTION 2 -- The Employer will not engage in any litigation against the Union, or a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury or accident.

GRIEVANCE PROCEDURE

ARTICLE 31

SECTION 1 -- Grievances of the Employer, employees, or the Union, arising out of interpretation, or enforcement of this Agreement, shall be settled between the Employer directly involved and the Business Representative of the Union.

(a) To be valid, grievances must be filed in writing within fifteen (15) calendar days of first knowledge of the facts giving rise to the grievance. After written notification of said grievance, a meeting between the Employer and the Union must take place and a decision rendered within five (5) calendar days.

SECTION 2 -- If a settlement is not reached within five (5) days, the matter shall be submitted to a Board of Adjustment, appointed as follows:

Two (2) members shall be appointed by the Employer involved, and two (2) members shall be appointed by the Union. In the event a majority of these appointees do not agree upon a settlement of the dispute within three (3) days thereafter, they shall mutually select a neutral Chairman, who shall be disinterested and not a member of the Union or engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Arbitration, and shall render a majority decision that shall be final, binding and conclusive upon all parties concerned.

If, within twenty-four (24) hours, the parties cannot agree on a neutral Chairman, such neutral Chairman shall be selected, as follows:

The Federal Mediation and Conciliation Service shall be requested to submit the name of five (5) qualified arbitrators. Each party to the dispute, through their appointed representatives, shall have the right to reject two (2) of the names submitted and the remaining fifth person shall be selected as the neutral Chairman within twenty-four (24) hours after submission of the name of such qualified arbitrators.

The decision of the Arbitrator will be final and binding.

CONTRACT REPRESENTATION

ARTICLE 32

SECTION 1 -- The Employer signatory hereto agrees to be bound to all provisions of this Agreement.

AUTHORITY TO EXECUTE

ARTICLE 33

SECTION 1 -- The undersigned Employer warrants, asserts, and agrees that this document is executed by him with full authority to represent and bind any firm, partnership, corporation, or other association engaged in work falling under the jurisdiction of this Agreement, of which he is a partner, officer, representative, or member.

PARTNERSHIP MERGERS

ARTICLE 34

SECTION 1 -- If this Agreement is signed by the member of a partnership, it shall apply to them and each of them individually while such partnership exists. One partner only to be allowed to work with the tools of the trade during the duration of this Agreement.

PRESERVATION OF WORK CLAUSE

ARTICLE 35

SECTION 1 -- To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

SECTION 2 -- All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

SECTION 3 -- If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

EVASION OF STANDARDS CLAUSE

ARTICLE 36

SECTION 1 -- The Employer, party hereto, shall not attempt to engage in any work covered by this Agreement through the use or device of another business or corporation which such Employer owns or controls or through the use or device of a joint venture with another Employer or Contractor

without first consulting with the Union for the purpose of establishing to the Union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the area where said device is sought to be used. If the Union is not so satisfied, the Union may resort to all available legal or economic recourse, including cancellation of this Agreement, notwithstanding any other provision of this Agreement.

FAVORED NATIONS CLAUSE

ARTICLE 37

SECTION 1 -- The Union agrees that during the life of this Agreement, if it grants to any other Employer in the Drywall Industry any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement, the Union shall immediately notify the Employer of any such concession, except:

- (a) If it is mutually decided by a Committee of Contractors and District Council No. 16 that a job should be considered for a special job project agreement, said Agreement must be ratified by the membership of District Council No. 16. This special job project agreement applies to said job only.
- (b) Job project will encompass all industry work.
- (c) Employees must be eligible for hire from the hiring hall. Hiring hall procedures as set forth in Article 17 of this Agreement will be adhered to.
- (d) The job project agreement includes wages, hours and travel time. Subsistence is per Article 18. Wages will be based on a percentage of the existing leadman scale.
- (e) The Contract and all pertinent information must be supplied so that the Committee may make an intelligent decision.

AMENDMENTS, TERMS AND DURATION OF AGREEMENT

ARTICLE 38

SECTION 1 -- This Agreement shall be in full force and effect from July 1, 2019, to and including June 30, 2022, and shall continue from year to year thereafter unless written notice of desire to cancel, or terminate, the Agreement is served by either party upon the other not less than sixty (60), and not more than ninety (90) days prior to July 1, 2022, or July 1 of any subsequent year.

SECTION 2 -- Where no such cancellation, or termination, notice is served and the parties desire to continue such Agreement, but also desire to negotiate changes, or revisions, in this Agreement; either party may serve upon the other a written notice not less than sixty (60) days and not more than ninety (90) days prior to July 1, 2022-, or July 1 of any subsequent contract year, advising that such party desires to revise, or change the terms or conditions of such Agreement, and what those revisions, changes, terms or conditions are.

SECTION 3 -- The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

LABOR-RELATIONS COMMITTEE

ARTICLE 39

SECTION 1 -- The signatories to this Agreement agree to form a Labor Relations Committee consisting of representatives of signatory Drywall Contractors and members of District Council No. 16, to promote harmonious relations, ensure adequate communications, and advance the proficiency and productivity of the workmen, the contractors and the industry. This Committee shall meet quarterly to discuss and resolve problems relating to efficiency of operations as they may arise, to discuss any other matters that may be beneficial to our trade.

SECTION 2 – District Council No. 16 shall select at least four (4) and not less than (2) members to serve on the Committee. The signatory Contractors shall select at least four (4) and not less than two (2) Contractors to serve on this Committee. Labor Union Representatives and signatory Contractors may attend Committee meeting upon mutual consent of the Labor-Management Committee.

SECTION 3 -- This Agreement is made to insure that working conditions and wages can become compatible in the Drywall Industry and to promote a better relationship among Labor and Management. It is also our objective, through this Agreement, to promote the development of areas designated in our Master Agreement and to create a climate in which all projects utilize effectively the skills of our trade.

SECTION 4 -- It shall be recognized by both parties, Labor and Management, that harmonious relations are the result of responsible conduct of each individual and that these responsibilities and good faith will reflect our status to all we serve. This Committee shall make recommendations to District Council No. 16, and all signatory Contractors pertaining to working conditions, wages, etc., to help promote our industry and effectively combat any crisis we may face.

COUNTER PARTS

ARTICLE 40

SECTION 1 --This Agreement may be executed in multiple counterparts and where one counterpart is signed by the Employer, all such counterparts shall constitute, when taken together, one and the same instruments as if all such signatures were contained in the original.

SEPARABILITY

ARTICLE 41

SECTION 1 -- If any provision of this Agreement is declared invalid, or the application thereto to any other person, circumstances, or thing is held invalid, the validity of the remainder of this Agreement and/or of the applicability thereof to any other person, circumstances, or thing must not be affected thereby. This Agreement is not intended to conflict with any existing Federal, State or Local laws.

DRUG FREE WORKPLACE

ARTICLE 42

SECTION 1 – The Employers and District Council No. 16 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 43

TOP WORKPLACE PERFORMANCE

SECTION 1 –

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- (b) A termination shall not be considered as “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is

no Joint Board, “composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association”] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE 44 INDUSTRY FUND

SECTION 1 - All Employers signatory to this Agreement shall pay Industry Fund contributions based upon all covered employees’ hours worked or required to be paid for in the amount equivalent to TBD per hour beginning TBD. Said Administrative Fund contributions shall be remitted to the appropriate depository designated by the TBD, no later than the last day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund contributions are then forwarded to the TBD designated account. The Industry Fund contribution rate will be monitored and may be increased as deemed necessary by the Board of Directors of the TBD. Any increase required shall be added to the total wage package. No part of the contributions to the Industry Fund shall be used for activities which are inimical to the Union.

IN WHITNESS WHEREOF, the principals hereto have executed this Agreement on the date hereafter written:

This will certify that I have read this Agreement and understand the provisions contained herein. I agree to be bound by said provisions as well as provisions of the various Trust Agreements.

Drywall Finishers Agreement – 2019-2022

NAME OF FIRM_____

BY_____

TITLE_____

ADDRESS_____

DATE_____PHONE NUMBER_____

FOR AND ON BEHALF OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, DISTRICT COUNCIL NO. 16

SIGNED

TITLE Regional Director

DATE

TK/js iupat #1621