



HIGH PERFORMANCE
HIGH VALUE

**SOUTHERN NEVADA PAINTING,
WALLCOVERING & DRYWALL FINISHING
MASTER AGREEMENT**

BETWEEN

DISTRICT COUNCIL 16

&

**SOUTHERN NEVADA CHAPTER PAINTING &
DECORATING CONTRACTORS ASSOCIATION**

&

**WESTERN WALL & CEILINGS CONTRACTORS
ASSOCIATION**

&

INDEPENDENT CONTRACTORS

July 1, 2019 - June 30, 2022

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WITNESSETH

WITNESSETH: That for and consideration of harmonious relations between the parties referred to and the public, the maintenance and stability of the conditions of employment and other mutually beneficial relations, and for the purpose of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time, and for the purpose of protecting and safeguarding the health and safety of the parties concerned, the parties hereto have agreed that the understanding hereinafter set forth shall be binding on all signatory members of the parties thereto, individually and collectively.

ARTICLE 1 RECOGNITION

Section 1 This Agreement is made and entered into the 1st of July 2019, by and between DISTRICT COUNCIL 16, hereinafter referred as the “Union”, and SIGNATORY CONTRACTORS ASSOCIATIONS listed in Section 2 (b) below, or their Successors, as well as any independent Employers, who are signatory or may become signatory to this Agreement, and are actively engaged in the Painting Industry, hereinafter referred to as the “Employer”.

Section 2 It is agreed that this agreement shall constitute the complete agreement between the parties signatory hereto, and any other agreed to revisions and/or amendments not herein included are null and void.

- a) The Employer recognizes the Union as the sole collective bargaining agency between itself and the employees covered under the scope of this Agreement.
- b) The Union recognizes the Associations as the collective bargaining agencies between themselves and employers covered under the scope of this Agreement who have executed “proxies” with a specific Association. Associations who are signatory to this agreement are as follows: Southern Nevada Chapter of the P.D.C.A. and the W.W.C.C.A.
- c) Any and all Collective Bargaining Agreements (excluding agreements with the Nevada Test Site either directly or indirectly) entered into between District Council 16 and the signatory associations and independent contractors, will first be signatory to this Agreement.

Section 3 Each Individual Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform all bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Employer specifically agrees that the Union has demonstrated its majority status and it has properly 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 hereby agreed that the Associations shall appoint all employer committee member(s), to any of the committees referred to in this Agreement if needed at the ratios PDCA 3 trustees; WWCCA, 1 trustee.

ARTICLE 2
SCOPE OF WORK

Section 1 This Agreement shall cover jurisdiction over;

- a)** Painters: Work will include, but not be limited to:
- (1) preparation of any surface that is to receive any coating. This is to include, but not be limited to caulking, puttying, spackling, bondo, fiberglass applications and repairs, sealers and primers. The application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiberglassing, E-Glass fiberglass, GRG, GFRC, plaster cast, carbon fiber, encapsulating, insulating, metalizing, flame spray, Exterior Insulating Finishing Systems, the application of Venetian Plasters and/or Polymers;
 - (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;
 - (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.;
 - (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal;
 - (5) the inspection of all coatings and/or coating systems during their applications will be performed by members of this International Union.
- b)** Wall Covering work will include, but not limited to:
- (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., Acrovyn and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;
 - (2) any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

- c)** Drywall Finishing work will include, but not be limited to:
(1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes.
(2) all stucco and Dryvit systems will be performed by members of this International Union.
- d)** Paint Makers will include, but not be limited to all workers engaged in the mixing, testing, preparing and/or manufacturing of paint, coating, caulking, putty, sealants, etc. and handling of lead, color, oil, lacquer, varnish, synthetic resin, acrylic paints and coatings, etc., including any and all materials for the same.
- e)** Sign and Display: Sign and Display Painters' work shall include, but not be limited to:
(1) the making and installation of all signs and servicing of same, designing, lettering and pictorial work of any kind, including vinyl signs and vinyl substrates and the preparing for the finishing of same, be it by hand brush, roller, spray, mechanical or computer-aided and by any other method or process pertaining to same;
(2) they shall have control of all branches, methods and processes of screen process work; tube bending and display work such as creating, designing, building and finishing of all display matter and its related operations used for advertising purposes, including all art work and lettering whether it is done by hand, mechanical or computer aided or by any other method or process pertaining to same;
(3) the construction, erection and maintenance of all billboards and all communication advertising will be done by members of this International Union.
- f)** Scenic Artists and Designers: Scenic Artists' and Designers' work will include, but not be limited to: models, sketches, carpenter drawings, painting for theatrical productions, motion picture settings and all the various effects; the painting of properties and decorations which may be used to decorate stage, motion picture and TV settings, mural paintings, display creations, costumes and the art of make-up and all its various effects.
- g)** Metal Polishers: Metal Polishers' work will include, but not be limited to: new construction and existing sites consisting of metal polishing, both the initial and continuing maintenance which shall include, but not be limited to, coloring, lacquering, spraying, application of vinyl coatings, cleaning, polishing and finishing of ornamental and architectural iron, bronze, brass, nickel, aluminum, stainless steel and all metal specialty work.
- h)** All Tools, Equipment and Material:
(1) the handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union in performing their trade or work;
(2) the loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction;

(3) tools, material and equipment, as used herein, shall include, but not be limited to, brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated abrasive, shot, bead, water and related blasting equipment, containment systems, ventilation/dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same, the operation and maintenance of all types of compressors.

- i)** Related Work: Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas;
(2) all clean-up of any type debris caused by or during the preparation and/or application of any work described in this Section.
- j)** Technological Improvements, Advancements, New or Substitute Systems or Processes and/or New or Substitute Materials: The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.
- k)** Jurisdictional Disputes
(1) The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this agreement, the representatives of the Unions involved will meet with the representatives of the Contractor to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractor shall be put into effect immediately.
(2) Jurisdictional disputes that cannot be resolved at the local level shall be referred to the International Unions for the purpose of settling the said dispute under the dispute resolution process adopted by the General Presidents of the National Building trades known commonly as "The Plan".

ARTICLE 3
AREA JURISDICTION

Section 1 The area Jurisdiction, covered by this agreement shall include, Clark County, Lincoln County, Nye County, Esmeralda County, in the State of Nevada.

ARTICLE 4
EMPLOYERS

Section 1. Requirements

The Employer shall have a duly issued and effective State Contractors License, shall carry Workers' Compensation Insurance, and shall comply with all Federal, State and Municipal Laws pertaining to the Painting, Wallcovering, and Drywall Finishing Industry and all health and safety regulations and rules.

Section 2. Shop Requirements

- a) An Employer's shop for the purpose of this Agreement, shall be defined as a location of the Employer's work at a shop or branch shop where the Employer conducts the regular business covered by this Agreement including the existence of inventory, a telephone, electric power, toilet facilities, and a permanent office where regular business is conducted and where bargaining unit employees regularly work or report in and out.
- b) A construction jobsite location or a specific job shall not be considered a principal place of business.
- c) Unless the initial term of the lease for the Employer's shop or branch shop or plant is for a period longer than one (1) year or the Employer owns the property, then the location shall be deemed a construction jobsite and not a principal place of business or an Employer's shop or branch shop.
- d) It is agreed that if the Employer is excluded in the above section of this Article, they shall conform with the shop requirements in this Article within one (1) year from the signing of this Agreement.

Section 3. It is understood that District Council 16 will continue their organizing efforts including production and maintenance, and Agreements will be signed with Employers in said fields, establishing terms and conditions for production and maintenance painting. Employers signatory hereto doing production and maintenance painting will be requested to execute agreements relating to said work, and any work done will be covered by the terms of each executed agreement, and, if none, by this Agreement. Any agreement so signed shall be copied to the Southern Nevada Chapter PDCA and WWCCA.

Section 4. The Employer shall permit duly accredited representatives of the District Council to visit the shop or job any time where work is being performed in order to determine whether the shop is being conducted in accordance with this Agreement. The Union Representative will conform to any and all orientation and badging job site requirements.

Section 5. The Employer warrants, asserts and agrees that this document is executed by him/her

or the Signatory Contractor Association with whom the Employer has executed their proxy with full authority to represent and bind the Employer, partnership, corporation or association of which he/she is a partner, officer, representative or member. Should the Union enter into a contract with any Employer; the Southern Nevada Chapter PDCA and/or WWCCA will be provided with a copy upon request.

- a) This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.

Section 6. If this Agreement is signed by a member of a partnership, it shall apply to them and each of them individually. In the event of a dissolution or termination of said partnership or in the event of a merger, consolidation or other legal change whatsoever, with respect to Employer, any obligations hereunder shall be binding upon any assign, successor, legal representatives or lessee of such Employer.

Section 7. After this Agreement takes effect any Employer may become a party hereto if this Agreement is executed by him/her. This Agreement shall take effect as to such new Employer at such time as said party signs this Agreement.

Section 8. Each Employer may designate no more than two (2) owners, partners or persons holding proprietary interest in the business as Owner Members of the Union. Owner Members may perform work covered by this Agreement and the Employer shall not be required to make Trust Fund contributions on behalf of Owner Members, but may elect to do so through Trust Fund Agreements.

Section 9. No two (2) or more contractors shall work for each other on any contract, except that a contractor may sublet a contract to a signatory contractor.

Section 10. It shall be a violation of this Agreement for the Employer or the Employer's agent to establish production quotas or piece work systems.

Section 11. The Employers shall have the right to manage their business in all respects without limitation except as expressly provided in this Agreement.

Section 12. The Employer agrees that he/she will not contract work covered under the scope of this Agreement to anyone not signatory to a collective bargaining agreement with the International Union of Painters & Allied Trades. If the Union cannot supply a licensed, qualified subcontractor within forty-eight (48) hours, then the contractor can hire from any source.

Section 13. Employers signatory to this Agreement shall, before commencing to perform work

on any competitively bid job in which four hundred eighty (480) hours or more of covered work will be performed, register the job with District Council 16 on forms provided.

Section 14. There may be established “Project Labor Agreements” to cover the scope of work outlined in this Agreement and in connection with Building Trades Agreements. The Southern Nevada Chapter PDCA and WWCCA will be provided with a copy upon request.

Section 15. OUT-OF-AREA WORK -

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this 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 affiliated Local Unions 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 as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

Section 16. When engaged in work outside the geographical jurisdiction of this Agreement, the Employers agree, subject to their rights to reject any applicant for cause, that not less than 50% of the workers employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area, and further provided that these men are qualified to meet the job requirements.

Section 17. Employers from outside the jurisdictional area of this Agreement shall employ not less than 50% of the workers from the Local Union having the work and area jurisdiction of the jobsite. All jobs must maintain at least 50% - 50% ratio. Apprenticeship ratios shall conform with local JATC ratios and utilize apprentices from said JATC.

Section 18. OUT-OF-AREA EMPLOYEES - When an Employer outside the jurisdictional area of this Agreement brings steady employees from outside the area, the employees shall not go to work until they have a referral slip from the Local Union where the work is being performed.

Section 19. The signatory Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement 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 outside area without first consulting with the IUPAT for the purpose of establishing to the IUPAT'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 home area of such Employer, and if the IUPAT is not so satisfied, the Union party has the option of canceling the Agreement.

ARTICLE 5

HIRING PROCEDURES

Section 1. The Union shall be the sole and exclusive source of referrals of applicants for employment. All employees covered by this Agreement shall be dispatched by the Union.

- a) The employers retain the right to reject, for any lawful reason, any job applicant referred by the Union.
- b) All persons shall be retained on the job except for the following reasons: willful neglect of duty, incompetence, or conditions beyond the control of the employer.
- c) The Employer hereby agrees that when a worker is laid-off or terminated, that the employer shall fax or email a Separation Form to the Union office and shall furnish the Union with information relative to reason for lay-off or termination and eligibility for rehire.

Section 2. The Union shall establish and maintain separate, open and non-discriminatory employment lists for workers desiring employment on work covered by this agreement, and such workers shall be entitled to registration and dispatch free of charge, subject to the provisions of this section.

Section 3. The Employer shall first fax or email the dispatch office of the Union for the workers they may from time to time need, and the Union shall furnish to the employer the required number of workers of the classification needed and requested by the employer strictly in accordance with the procedure established. The Employer shall state on the request any special requirements that workers need to satisfy to obtain employment from the Employer.

Section 4. The dispatching office will fill the Employer's request for workers of the type specified from among those entered on said lists by use of a written referral. The following order of preference and the selection of workers for referral for jobs shall be on a nondiscriminatory basis. Notwithstanding the above, a member, who is in good

standing with the Union may seek his/her own job and the Employer may have referred to it any applicant (who is registered on the Unions out-of-work list) by submitting a written request by name to the Union. When a member is seeking their own employment, the member will fill out all pre-employment paperwork, including employer orientation, on their own time prior to accepting a dispatch. If this process takes more than two (2) hours, the member shall be paid.

Section 5. Apprentices shall be hired and transferred in accordance with the Apprenticeship Standards and provisions of the Painters Joint Apprenticeship Training Committee (JATC).

Section 6. When the Employer has notified the Union in writing that a worker is not eligible for rehire, the Employer shall not be forced into hiring, but may do so should the Employer elect to at a future date. Applicants who are not eligible for rehire shall not be entitled to show-up time or any other form of compensation.

Section 7. If the Union is unable to refer applicants for employment to the employer, within forty-eight (48) hours from the time of receiving the employer's request (Saturdays, Sundays and holidays excluded), the employer may procure employees from any other available source. If employees are so hired, the employer shall immediately refer to the Union those employees for dispatch, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure. In order to be entitled to registration and dispatching as a journeyman, the applicant must be able to demonstrate that he/she has worked at the trade for a minimum of three (3) years, and must have successfully completed standard examinations conducted by the Local Union.

Section 8. Should an Employee be hired contrary to the provisions of the Hiring Procedure, the Union Representative shall request that the Employer dismiss the employee so hired. If the Employer refuses to dismiss the employee, the matter shall be referred to the Grievance & Arbitration procedures set forth in this Agreement.

Section 9. The Union representatives have the right at all times to interview employers, or to see, or to be advised, on any applicant or journeyman as to hours worked, time cards, sign in sheets and or charts, rate of pay, travel time and subsistence paid, and any or all deductions covered by such payment. Further, the Business Representative shall be authorized as a matter of convenience for the Union and its members or applicants to present to a signatory employer, during the life of this Agreement, an authorization for any necessary deductions from an employee's earnings for the purpose of bringing an employee's account with the Union up to date after said employee has properly signed or endorsed such "hold-out" notice.

Section 10. In the event a worker accepts a dispatch and fails a pre-employment drug test, arrives

at the Employer's job site in an unfit condition for work, without proper tools, referrals, proper employment documentation, current safety and OSHA certifications, the employer shall not be obligated to pay that worker "show-up" time. However, if the worker performs any work covered under the terms and conditions of this Agreement, the Employer shall pay said worker for all hours that the worker performed covered work.

Section 11. In order to be eligible for dispatch and hire under this Agreement, a worker must have the minimum valid certifications for the following training: Scissor Lift/Boom Lift, Scaffold User, OSHA 10 and current Respirator Fit.

ARTICLE 6

HOURS OF WORK – OVERTIME

Section 1. The regular workday shall consist of eight (8) or ten (10) hours of work depending on the work week, between 5:00 a.m. and 4:30 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. Following the regular midday lunch break, no employee shall be required to work more than six hours without an additional thirty-minute lunch break. If more than six (6) hours work is required, the employer agrees to provide no less than thirty (30) minute lunch period without loss of time to the employee.

The Employer shall allow one paid fifteen (15) minute break which shall fall between starting time and the designated lunch period. If employees are required to work more than eight (8) hours but less than twelve (12) hours, the Employer shall allow an additional paid fifteen (15) minute break which will fall as close to the eighth (8th) hour as is reasonably possible.

Section 2. 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.

Section 3. A five (5) day eight (8) hour week – the first three (3) hours worked outside a regular five (5) day eight (8) hours constituted day shift, Monday through Friday, shall be paid at the rate of one and one half (1 ½ X) times the straight time rate. All hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate. The first eight (8) hours worked on a Saturday day shift shall be paid at the rate of one and one-half (1 ½ X) times the straight time rate all other hours worked beyond the eight (8) hours shall be paid at double (2 X) the straight time rate. Hours worked on Sunday and recognized holidays shall be paid at the rate of two times (2 X) the straight time hourly rate.

Section 4. When working a four-ten (4-10) hour shift; All hours worked beyond ten hours shall

be paid at double (2X) the straight time rate. The first eight (8) hours worked on the fifth (5th) or sixth (6th) day shall be paid at one and one half (1 ½) the straight time rate all other hours at double (2X) the straight time rate.

Section 5. SHIFT WORK - In the event that a majority of a shift is worked outside of the established day shift hours for any reason, the workweek and hours per shift shall be consistent with that of a normal day shift and shall be inclusive of a meal period (employee is paid eight (8) hours for seven and one half (7 ½) hours worked) and the pay shall be at the straight time rate. This applies to shifts worked Monday through Friday only. Hours worked on Saturday and Sunday shall be paid at the applicable overtime rate. Employers scheduling Shift Work must notify the Director of Service of District Council 16 in writing by email in advance of starting Shift Work. Overtime rates shall be paid for all hours worked outside the regular work day if the Employer fails to notify the Union as described above.

Section 6. Employees shall be entitled to no less than an eight (8) hour rest period between shifts. Should the Employer fail to allow an eight (8) hour rest period, the employee shall be treated as if they were working on a continuation of the previous shift and shall be paid at the appropriate overtime rate.

Section 7. No work shall be performed at any time other than during the regular work day except by notification of the Local Union in the area where work is to be performed. Application for any and all work at any time other than during the regular work day stipulated herein shall be applied for any time prior to starting said work. Notification for Saturday and Sunday work, and all recognized Holidays, must be made no later than 4:30 p.m. of the last regular work day of the week. Except in emergency situations, notification may be given in person, in writing, by telephone, facsimile or e-mail.

Section 8. Any work beginning after 9:00 pm Sunday that ends on Monday shall be considered Monday work. This shall apply only if the shift hours worked for the week are consistent with the hours worked on Sunday. Any hours worked prior to 9:00 pm Sunday would be considered Sunday work and shall be paid at two times (2x) the regular straight time rate of pay.

Section 9. In recognition of the fact that the scope of work as defined in this Agreement is increasingly more tourist oriented in the Las Vegas and Laughlin area, the parties have agreed to special work hours for Hotel Guest Room remodel type work. To cover specific job requirements such as rooms that must be ready for occupancy on Fridays, the agreement is as follows: When the working schedule requires remodeling of guest rooms be started on Monday and be completed so they may be occupied on Friday and provided the Union is notified in writing and agrees prior to the start of such project, the employer, may work a shift consisting of four (4) consecutive days Monday through Thursday and may work a shift of ten (10) hours at the straight time hourly rate. If work is performed

prior to the union approval, the regular overtime rates will apply. It is further understood that the employer may schedule the hours of the shift to coincide with Hotel operations. All hours outside of the special shift will be paid at the double time rate.

Section 10. No employee shall report to any shop earlier than fifteen (15) minutes, or to any job earlier than fifteen (15) minutes before the starting time.

Section 11. Employees who report for work at the time they are instructed to by the employer (or employer's agent) and who are not placed to work, shall be paid two (2) hours show-up time. No show-up time is required if employees are not put to work because of inclement weather or an act of God.

Section 12. If inclement weather forces a job to be shut down during the regular work week, Monday through Friday, then the Employer can work his crew, on a voluntary basis, on Saturday or Sunday at straight time. A Saturday or Sunday straight time day will only apply if inclement weather forces a job to shut down during the regular current work week, Monday through Friday. The Employer can work only that crew which is already on the jobsite at the time that inclement weather forced the shutdown or the equivalent number of replacements for such crew members who are unable to work. If work is performed prior to the Union approval, regular overtime rates will apply.

Section 13. It is 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 shall be classified under the category of an "Exceptional Condition", and an Employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

a) The Employer shall submit a request for an Exceptional Condition permit in writing by email to the Director of Service of District Council 16. The Director of Service of District Council 16 shall forward a written response by email to the requesting Employer within two (2) business days of the request.

Section 14. When an employee works thirteen (13) days straight, without a full day off, the employee may at his or her discretion, refuse to work the fourteenth (14th) straight day and instead request a full day off. If so requested, the employee will notify the supervisor and the Union will notify the employer of the requested day off. If the employer refuses the request, the employee will be paid double-time until the employee receives a day off.

ARTICLE 7
HOLIDAYS

Section 1. The following days are recognized holidays:

New Year's Day	Presidents Day
Memorial Day	Fourth of July
Labor Day	Veteran's Day
Thanksgiving Day	The Day after Thanksgiving Day
Christmas Day	

Section 2. When a holiday falls on Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any hour of the twenty-four (24) hours of Labor Day.

ARTICLE 8
WORKING RULES

Section 1. Workers shall report to work with the usual tools of the trade.

- a) **Painters** shall supply a five (5) gallon bucket, duster, putty knife, broad knife, hammer, nail set, screwdriver, 5 in 1 tool, and wrenches.
- b) **Paperhangers** shall supply a five (5) gallon bucket, straight edge, 2' level and usual paperhanger's hand tools, with the contractor supplying all other tools and equipment. It is agreed by the signatory employers that they will furnish the necessary tables or boards, including such tools as rollers for pastes and adhesives, razor blades, towels, sponges, adhesives, wallpaper and wall coverings for a finished job.
- c) **Drywall Finishers (Tapers)** shall be required to furnish a five (5) gallon bucket, mud pans, various size knives, stomper, sanding pole, screwdriver, hammer and tin snips. The employer shall furnish all other tools of the craft.

Section 2. It is hereby agreed that there shall be no restrictions for or restrictions on the use of any tools or equipment unless specifically addressed in this Agreement. No local practices or customs are recognized that restrict production or productivity.

Section 3. Piecework, contracting or subcontracting to journeymen and apprentices shall not be permitted.

Section 4. The employer shall furnish fresh cool drinking water on all jobs. The Employer agrees to put sufficient ice into the containers to keep water cool on a daily basis.

Section 5. No employer signatory to this agreement shall require or utilize any employees car,

truck or any other vehicle to transport materials, tools or equipment of any type in excess of twenty-five (25) pounds in the performance of work while said employee is employed by him/her unless by mutual agreement in writing, prior to usage, between the Union, the Employer, and the Employee, a rental agreement is entered into with a payment to be no less than twenty (\$20.00) dollars per day per vehicle and/or trailer.

Section 6. Employees shall not be permitted to rent, lease, or allow use of his own tools or spray equipment.

Section 7. Stilts: The Union agrees to phase in the use of stilts, provided that the parties can do the following:

- a) Implement a mutually agreed upon training program.
- b) Adopt rules to help insure worker safety.
- c) The parties have agreed that the use of stilts will not occur until the above provisions have been agreed to and implemented.

Section 8. The preparation of material and equipment and the cleaning up and removal of same is to be performed within the eight (8) hours. Employees will be allowed sufficient time for the cleaning of tools so as not to run past quitting time.

Section 9. Workers referred to the Employers jobsite, who arrive in an unfit condition for work, without proper tools or referrals, or who are not ready to go to work or who are not otherwise qualified, or who are workers that the requesting contractor has notified the Union in writing of ineligibility for rehire, shall not be entitled to show-up time, travel or subsistence, or any other form of compensation by the contractor.

Section 10. Employers shall furnish all paste machines and no employee shall be required to agree to furnish said equipment.

Section 11. It is required that all journeymen and apprentices shall furnish and wear clean white overalls, or clean white pants and shirts; such uniforms to be changed at least once a day. In lieu of wearing white shirts, workers may wear shirts that are recognized safety colors.

Section 12. All members, including foremen, journeymen and apprentices are encouraged to participate in continuing education. This includes Health and Safety Training as well as craft specific training.

ARTICLE 9
WAGES AND PAYMENY OF THE SAME

Section 1. JOURNEYWORKER WAGES:

- a) The hourly minimum rate of wages for all Journeyworkers covered under this Agreement, working in Clark, Esmeralda, Lincoln, and Nye Counties shall be paid in accordance with the attached Wage Schedule A and receive a two dollar and five cent (\$2.05) per hour increase to the Total Package on July 1, 2019, a two dollar and fifteen cent (\$2.15) per hour increase to the Total Package on July 1, 2020 and a two dollar and twenty-five cent (\$2.25) per hour increase to the Total Package on July1, 2021.
- b) The annual increases called for each July 1st of this Agreement shall first be utilized to pay any required Funding Improvement Plan implemented by the Trustees of the IUPAT Union and Industry Pension Fund. Secondly, the annual increase required each July 1st of this Agreement shall be utilized to cover any employee portion of the hourly cost increase in Health & Welfare. Any remaining annual increase amount that was not utilized to fund Pension and/or Health & Welfare shall be allocated by the membership of District Council 16 working under this Agreement.
- c) Regular employees of each Employer shall be paid in accordance with the appropriate Wage Schedule A, which shall be determined based upon the county in which the Employer's place of business is located (home county). Regular employees who are brought into counties which are within the jurisdiction of the Union party to this Agreement but are covered under a different Wage Schedule (outside county), shall be entitled to receive the wages and conditions effective in either the home or outside county, whichever is more favorable to such regular employees. Members referred directly from the Union to a specific project shall be referred at the county rate based upon the projects location. "Regular Employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral.
- d) Wage increase allocations for each year will be made prior to May 30th of each increase year, with the Associations and Employers being directly sent the new Wage Schedule A on or before June 1st of each year. This does not apply in years on contract negotiations.

Section 2. FOREMAN & GENERAL FOREMAN - Foremen and General Foremen of the crafts shall be from the crafts and will be chosen at the discretion of the employer, however, there will be at least one foreman on each job that has five or more journeymen.

- a) A foreman may work with the tools of the trade unless he is required to supervise more than ten employees at any given time. When a foreman is assigned the responsibility of

supervising more than ten employees, he shall not be allowed to work with the tools of the trade, except for the purpose of instruction or for incidental assistance to a journeyman or an apprentice. In case more than three foremen are employed on the same shift on a single job, there shall be designated a General Foreman. Foremen and General Foremen shall not work with the tools of the trade when working overtime. Foremen shall receive a minimum of nine percent (9%) differential above the highest paid journeyman under his supervision.

- b) General Foreman: A foreman designated to supervise other foremen shall be classified as a General Foreman. When a general foreman is required under paragraph A of this Article, he shall receive a minimum of nine percent (9%) differential above the highest paid foreman under his supervision.

Section 3. SPECIALTY PREMIUM PAY

- a) **High Pay**- work on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift) or rappelling work over forty (40) feet, up to and including one hundred (100) feet in height shall be paid at the rate of eighty-five cents (\$0.85) per hour above the base classification. All work over one hundred (100) feet shall be paid at the rate of two dollars (\$2.00) per hour above the base classification.
- b) High pay shall be paid in addition to all other premiums involved.
- c) **Down Hole** – Down hole time shall pay in the same increments as high pay.
- d) **Hazard Pay** - Employees required to work inside tunnels, tubes or piping such as work involved at water treatment plants and mining operations shall receive a premium of thirty-five cents (\$0.35) per hour above the base classification. Hazard pay shall be paid in addition to all other premiums involved.
- e) Employees working with or applying creosote, coal or hot tar epoxies shall be furnished uniforms or clothing described by OSHA.
- f) If a worker is entitled to receive premium pay at any time during his shift he shall receive the premium for the entire shift.

Section 4. INDUSTRIAL PAINTING - Employees performing painting work on industrial projects shall be paid an additional fifty cents (\$0.50) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

Section 5. All wages shall be due and payable either in paycheck, direct deposit or pay card,

together with a receipt showing the employer's and employee's name, rate of pay, pay period and all hours worked, all deductions made and amount due. Said payments shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws. Any charges or penalties due to invalid payroll checks shall be reimbursed to the employee(s) affected upon demand. This shall include only charges or penalties incurred by the employee(s) that can be directly attributable to the bounced check(s). Violations of this clause shall be deemed sufficient reason for removal of employees by the Union Representative.

Section 6. Wages earned shall be due and payable Friday, on the job, no later than normal quitting time, and shall include all wages earned up to and including all hours worked on Sunday. When the regularly scheduled payday falls on a recognized holiday; wages earned shall be due and payable the day preceding the holiday.

Section 7. All disputes concerning meals, rest periods and/or heat illness prevention recovery periods are subject to the Grievance Procedure set forth in this Agreement. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 8. In the event of controversy regarding the proper payment of wages or merits of the period of waiting time, the Employer shall place the disputed amount of wages and/or waiting time involved in escrow, pending resolution. Claims for such disputed compensation must be filed within fourteen (14) days from the date the disputed claim occurred and is to pertain to any form of compensation covered by this Agreement. Claims are limited to the last thirty (30) calendar days worked. The thirty (30) day limit does not apply to fringe benefit contributions.

Section 9. Should any employee fail to work, quit early, or fail to be on the job site for the Friday pay, said employee shall not be entitled to any waiting time as provided for under this Agreement. Paychecks that are due and payable on Friday, in violation of Section 11 shall be submitted to the Local Union office immediately. If the employer fails to present the weekly pay as provided for in this Section, the employer shall pay all waiting time as per Section 11.

Section 10. Employees laid off or discharged must be paid in full on the job at the time of dismissal.

Section 11. Upon failure of the Employer to pay the employees at the stipulated quitting time, all waiting time shall accrue at the rate of straight time of the employees current wage classification rate, not to exceed eight (8) hours in a twenty-four (24) hour period on a seven-day (7) basis. Members must report to the Union Representative all claims for waiting time not later than 4:30 p.m. of the following working day after said wages are due and payable.

Section 12. Delay occasioned by accidents beyond the control of the employer shall not be construed as a violation of Section 6.

Section 13. The refunding of wages earned (commonly referred to as a "kickback") by a member of the Local Union, or the acceptance of said refund by the employer as defined herein, shall constitute a distinct and separate violation of this Agreement and shall necessitate such action as is hereinafter stipulated under the section covering violations. This agreement shall be in addition to any right accruing under the Nevada Revised Statutes pertaining to Labor Law which makes "kickback" punishable by fine and/or imprisonment.

Section 14. Employees may elect to have their paychecks deposited directly into a checking or savings account of their choice each pay period. For employees electing direct deposit a copy of the employee's wage statement will be e-mailed or mailed to the employee via first class mail at the address designated by the employee. An authorization form must be filled out.

ARTICLE 10

ZONE PAY AND SUBSISTENCE

Section 1. **Zone Pay** - the established city limits of Henderson and Boulder City shall be considered part of the established "free zone".
 Mesquite – no Zone Pay, no subsistence
 State Line- no Zone Pay, no subsistence

a) On all other job sites, Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1: 0 to 40 miles = \$0.00 "free-zone"

Zone 2: 41 to 60 miles = \$2.50 additional per hour

Zone 3: over 60 miles = \$4.25 additional per hour

Laughlin: \$2.00 additional per hour

b) All employees residing within 25 perimeter miles of Laughlin, Nevada while employed at said site will not be eligible to receive any subsistence pay.

Section 2. Travel time is not to be construed as working time.

Section 3. When an employee is hired or is currently working on a job site where Zone Pay is

paid and the employer, or a representative of the employer, fails to properly notify said employee not to report to the job site, then Zone Pay shall be paid even though no work is performed by the employee.

Section 4. If the construction job is classified as a subsistence job, the employee shall receive Zone Pay on the first day of hire and Zone Pay at the end of the job or termination. Power plant or industrial projects are excluded from this provision and shall be paid pursuant to paragraph (a) of this Section.

Section 5. On jobs where subsistence is paid, the employer shall furnish a suitable change room and lunch area which shall be adequately heated in the winter and cooled in the summer.

Section 6. Any dispute involving Zone Pay shall be resolved by the Grievance & Arbitration procedures as set forth in this Agreement.

Section 7. Subsistence - All jobs located 45 miles or more beyond the established "free-zone" shall pay subsistence. If food and lodging are not available at the job site, in addition to subsistence, the employee shall receive travel time as provided for in this agreement to the nearest location that food and lodging are available beyond a "free-zone" of fifteen (15) miles from the job site.

Section 8. Subsistence shall be paid at the rate of sixty-five (\$65.00) dollars per day, for room and board or actual room and board cost, whichever is greater, for all days required to be out of town, however, if an employee "shows-up" on the job site on a scheduled workday and no work is provided, the employee shall receive full subsistence pay. If the employer provides rooms for workers, subsistence shall be paid at the rate of thirty-five (\$35.00) dollars per day. There shall be no more than two employees per room and no more than one employee per bed.

Section 9. If, for personal reasons, an employee voluntarily leaves the job site and fails to complete the shift, the amount of subsistence shall be prorated on an eight (8) hour basis.

Section 10. If a worker is required to furnish his/her own transportation to any job site that is off the pavement or any first class country road (a maintained bladed road) the employer shall furnish transportation from pavement or first class county road to the job site and back.

Section 11. Employees shall not accept transportation to or from jobsite in the Employers' vehicle unless it is satisfactorily enclosed against the elements. Vehicles shall be provided with seats or benches. Employees are expressly forbidden to ride in the beds of trucks.

Section 12. Any employee reporting to the job site in transportation furnished by the Employer

and who is arrested or detained by an authorized agent, State, County, City or Federal, for reasons of faulty equipment improperly registered vehicle, etc., shall be paid his/her prevailing wage while detained. This paragraph does not apply if such arrest or detainment is caused by negligence of said employee.

Section 13. Any time lost by an employee in a legal court or hearing, if requested to appear by his/her employer, or employer's agent, shall be reimbursed at the prevailing basic wage rate. This paragraph shall not apply if negligence is on the part of the employee.

Section 14. When an employee is requested to report to a job site in an area where free parking is not available on the job site or within three blocks or ¼ of a mile of the site, whichever is less, the employer shall reimburse the employee for the cost of parking while working at said job site payable the next pay period.

ARTICLE 11

APPRENTICESHIP AND JOURNEYMAN TRAINING

Section 1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the National Trust Indenture executed by and between the International Union of Painters and Allied Trades and employer associations in the industry, agrees to make payment to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund (hereinafter referred to as "JATTF") for each employee covered by this Agreement as follows:

- a) For each hour, for which an employee receives pay, the Employer shall make a contribution of eighty-nine cents (\$0.89) to the above named Fund for the duration of the Agreement. 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.
- b) 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.
- c) The payments to the JATTF, required above, shall be made in accordance with Article 14. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he/she had actually signed the same.

Section 2. The members of the JATTF, 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). It shall be the duty of this Committee to work out rules and regulations for the control of Apprentices in the Painting and Drywall Industry and decide all complaints having to do with Apprentices.

Section 3. In case of any dissatisfaction between a Contractor 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 4. When an employer has hired three (3) Journeymen he/she shall employ one (1) Apprentice, and may employ Apprentices on a three (3) Journeymen to one (1) Apprentice ratio after the first Apprentice has been hired.

Section 5. 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 6. All apprentices entering the trade after the effective date of this Agreement shall be bound to their Employer and/or JATC by contract in writing for a period of four (4) years.

NOTE: The term of Apprenticeship training shall be in accordance with standards set up by the Nevada State Apprenticeship Council of the Painting and Drywall Finishing Industry.

Section 7. The JATC shall have the right to take an apprentice from his/her employer if it is proven to the Committee that said apprentice is not benefiting from his/her job or is being misused.

Section 8. 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 9. 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 10. Any Employer who has been notified by the JATC that his/her 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.

Section 11. 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 12. No apprentice shall be sent to out-of-town work that will interfere or prohibit him/her from attending school classes.

Section 13. 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: 40%	5th six (6) months: 65%
2nd six (6) months: 45%	6th six (6) months: 75%
3rd six (6) months: 50%	7th six (6) months: 85%
4th six (6) months: 55%	8th six (6) months: 95%

ARTICLE 12
VIOLATIONS

Section 1. Any Employer who fails to pay his/her contributions for insurance coverage herein provided for shall be held responsible and liable to any employee covered by this Agreement for the benefits which would have been provided by such insurance coverage.

Section 2. Employees shall not enter or remain in the employ of any Employer who willfully neglects or refuses to stand trial or after due trial refuses to abide by a decision rendered pursuant to the provisions of this Agreement.

Section 3. No party to this Agreement, whether Employer or employee, shall work for or with, or employ on any job a person as Employer or employee, who is acting in violation of this Agreement or who has failed or refused to comply with any decision of the appropriate organization rendered pursuant to the provisions of this Agreement.

Section 4. Business Representatives of the District Council shall be informed immediately of any violation. Business Representatives shall not be allowed to remove Journeypersons and Apprentices from any and all jobs unless the contract violation involves failure to pay

proper wages, failure to pay Fringe Benefits, failure to meet all financial obligations provided for by this Agreement, safety reasons and a non-union person on the job. Employees removed from any job for such violations shall be paid by the contractor the amount at the rate of straight time to compensate them for the inconvenience and loss of time due to said violations. Said waiting time shall not exceed five (5) days. It shall be a violation of the Agreement for failure to report violations of the Agreement.

Section 5. Union to police own forces with penalties for working open shop.

ARTICLE 13 **GRIEVANCE & 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 may be submitted, at the request of either party to arbitration by written notice to the other party within fifteen (15) working days from the date of the above referenced meeting.
- c) In addition to claims for meal period and rest period violations governed by this Agreement, the following claims and claims for associated penalties will be resolved exclusively through the procedures set forth in this Grievance and Arbitration Procedure, and may not be brought in a court of law or before any administrative agency such as the Nevada Labor Commissioner: all claims arising under the Fair Labor Standards Act, the Nevada Labor Code and the Industrial Welfare Commission Orders for: unpaid wages (e.g., claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay and zone pay); heat illness recovery violations; waiting time penalties; reimbursement of expenses (e.g., tools, cell phone charges, mileage and subsistence); and recordkeeping of personnel files, time records and payroll records.

For rest period and meal period claims, the time limit for bringing such claims is the time limit for bringing grievances under this Grievance and Arbitration. For all other claims covered by this section, the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the arbitrator. All substantive and procedural rights applicable to mandatory arbitration of employment claims shall be observed (e.g., the

right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The permanent arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings.

It is expressly understood that employees covered by this Agreement are waiving the right to bring, maintain or participate in any class, collective or representative proceeding, whether in arbitration or otherwise, of claims encompassed by this section.

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 or the Union in writing within a period of fourteen (14) working days after 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 his 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 to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 13.

ARTICLE 14

PAYMENTS TO TRUST FUNDS

Section 1. Current Trust Funds:

This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly-administered Trust Funds:

- **IUPAT Union and Industry Pension Fund**
- **Southern Nevada Glaziers and Fabricators Pension Fund-401k Plan**
- **Employees Painters Trust Health & Welfare, Dental and Vision Plans**
- **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
- **Finishing Industries Labor-Management Partnership – FILMP**
- **IUPAT – Finishing Trades Institute**

Section 2. Trust Agreements:

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, 2019 and for the duration of the Agreement, and any renewals or extension hereof, the Employer agrees to make payments to the applicable Pension Funds for each employee covered by this Agreement, as follows:

a) Contributions:

- 1) Beginning July 1, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$8.10 to the IUPAT Industry Pension Plan.
- 2) Beginning July 1, 2020, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$8.61 to the IUPAT Industry Pension Plan.
- 3) Beginning July 1, 2021, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$9.12 to the IUPAT Industry Pension Plan.

- b) Beginning July 1, 2019 and for the duration of this Agreement and any extension thereof, the Employer, after thirty (30) days' notice, agrees to contribute one half (1/2) of any increase required by the Employee Painters Trust (or designated health and welfare trust) to maintain the present benefits for health and welfare, dental or vision plans, with a maximum Employer contribution of twenty-five cents (\$0.25) for each year of the Agreement.
- 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 the 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 all indentured apprentices and members of the International Union of Painters and Allied Trades, District Council 16.
 - 1) The payments to the IUPAT Union and Industry Pension Fund required in Section 2 (1) a) 1) above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though they actually signed the same.
 - 2) The payments to the Southern Nevada Glaziers and Fabricators Pension Trust Fund required shall be made to the Southern Nevada Glaziers and Fabricators Pension Trust Fund, which was established under an Agreement and Declaration of Trust, dated November 1, 2001. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though they actually signed the same.
 - 3) 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.
 - 4) 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 applicable sections of the said Agreements and Declarations of Trust.
 - 5) If an Employer fails to make contributions to the Pension Fund or 401K within five (5) business 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 provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney's fees, and such penalties as may be assessed by the trustees or the Union. 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.

- 6) 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 to Employer at all times to treat contributions to the Pension Fund as a deduction for Income Tax purposes.

Section 3. Trustees:

Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any Trust Funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Southern Nevada Chapter PDCA and WWCCA shall appoint their Trustees in accordance with their bylaws and this Agreement.

Section 4. Payments to Trust Funds and Other Funds:

- a) **Other Funds:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Labor-Management Co-Operative Committee, Industry Promotion Fund, DC 16 STAR Fund, Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, Vacation/Holiday Fund and of the IUPAT PAT-PC 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 Employees Painters Trust Health & Welfare, Dental and Vision Plan Trust Fund.
- b) **Due Date:** All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.
- c) **Liquidated Damages and Interest Assessments:** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorney's fees and any other expenses incurred in connection with the delinquency. The amount of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00) per month, or the interest accrued until those contributions and payroll deductions are paid, whichever is greater. However, if the delinquencies are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00), not to exceed seven hundred fifty dollars (\$750.00) per month. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the Employees Painters Trust Health & Welfare, Dental and Vision Plan Trust Fund.

- d) **Economic Action:** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition, the Union shall have such further remedies as set forth in this Agreement.
- e) **Rights and Remedies:** The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the Collective Bargaining Agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.
- f) **Place of Payments:** All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, Southern Nevada Chapter PDCA, WWCCA, and the Union, and on such forms as they may require.
- g) **Minimum Contribution Rates:** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.
- h) **Payroll Inspection:** The Administrator of the Trust Funds referred to in Section 1 above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.

- i) **Time Records:** Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of employee's social security number, the job or jobs' names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.

- j) **Electronic Recordkeeping:** Where time records are maintained electronically, upon the request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.

- k) **Checks and Check Stubs:** Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name and shall include:
 - 1) Total straight time hours worked and the rate of pay;
 - 2) Total overtime worked and overtime rate;
 - 3) Total gross wages paid, including pay for Travel Time;
 - 4) Deductions itemized; and
 - 5) Net pay for period.

- l) **Failure to Keep Records:** If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts' representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

Section 5. Audits of Records:

The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including, but not limited to, the following:

- a) Canceled checks and check stubs showing all monies paid to each employee of the Employer.

- b)** Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
- c)** The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
- d)** Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
- e)** Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
- f)** Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter.
- g)** Individual employees' time records including but not limited to all Travel Time Calculation Sheets as required by this Agreement for each employee of Employer.
- h)** Records of each job involving work covered by this Agreement to the extent that such records exist, including:
 - 1) Name and address of owner of property where work covered by this Agreement was performed;
 - 2) Name and address of the general contractor for whom the work was performed;
 - 3) Street address where work covered by this Agreement was performed;
 - 4) Total payroll cost of each job;
 - 5) Name and address of each person who performed work covered by this Agreement on each job; and
 - 6) Total material cost of each job.
- i)** Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.
- j)** Disbursement Journal of the Employer.
- k)** Payroll Journal of the Employer.
Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.

Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyman wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check.

Section 6. Bonding:

- a) Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of thirty thousand dollars (\$30,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.

- b) Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer, and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition, the Union shall have such further remedies as set forth in this Agreement.

Section 7. Transfer of Money from Benefit Funds to Wages:

During the term of this Agreement the Union and/or Trustees may request in writing a proposed increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. To become effective, any such

proposed increase or decrease must be set forth in a written Memorandum of Understanding agreed to and executed by Southern Nevada Chapter PDCA, WWCCA, and the Union, which shall set forth the effective date of the change in contributions.

Section 8. Erroneous Payments:

An Employer shall be entitled to credit against future employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with the Trust Funds' policy on overpayments of contributions.

Section 9. Fringe Benefit Coverage for Other Employees:

Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the Employer, which may incorporate the rules of this Article by reference.

Section 10. Affordable Care Act Compliance:

The Bargaining parties authorize the Trustees of the Employees Painters Trust Health & Welfare, Dental and Vision Plan Trust Fund to take such actions as are necessary to address any details required to fully comply with the Affordable Care Act. However, no benefits or terms of this Article or the Agreement as a whole may be reduced without mutual agreement of Southern Nevada Chapter PDCA, WWCCA and the Union.

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 Union's bylaws 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 15th day of each month, the Employer will remit to the Union 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.

When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representatives "assessment", the Employer shall check off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative "assessment" in the amount stated in that other union's bylaws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement. In performing this 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 representative "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other Union contain no provision for administrative dues or business representative "assessment", the Employer shall continue to be bound by Section 1.

Section 2. Labor-Management Co-Operative 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 fifty-eight cents (\$0.58). The Business Manager/Secretary Treasurer of IUPAT District Council 16 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 Collective Bargaining Agreement a provision for affiliation with the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$.05) per hour for each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 14.

Section 4. IUPAT-Finishing Industries Labor-Management Partnership:

We hereby establish a contribution to the Finishing Industries Labor-Management Partnership (IUPAT-FILMP) effective the date of this working agreement and any renewals or extensions thereof.

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

Section 5. Voluntary Payroll Deduction of Political Contributions:

Each Member hereby authorizes and directs the Employers to deduct from their pay the sum of five cents (\$0.05) for each hour worked, as a contribution to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades for each employee covered by this Agreement, as follows:

- a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to PAT-PC. Contributions shall be made pursuant to the provisions of Article 14.
- b) 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, trainees and probationary employees.

Section 6. 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 non-profit California Corporation. The purposes for which this corporation is formed are 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).

- a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
- b) The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour worked or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 14.

Section 7. Industry Promotion Fund:

- a) During the term of this Agreement (and any renewals or extensions thereof), 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 of forty-two cents (\$0.42) per hour. All such Industry Promotion Fund contributions shall be remitted to the Trust Fund Administrator, or to another depository jointly designated in writing by the Southern Nevada Chapter of PDCA and the Western Wall & Ceiling Contractors Association (the "Associations"), with forms provided by the Trust Fund Administrator, not later than the last day of each and every calendar month for all hours worked and/or paid to covered Employees during the preceding calendar month. Said Industry

Promotion Fund contributions shall be monitored by, allocated and forwarded to the Associations, less administrative fees, according to joint written Association instructions, subject to such rate and allocation adjustments deemed necessary by the Associations. Any adjustment in the contribution rate during the term of this Agreement shall be added to, and become part of, the covered Employee compensation package. Industry Promotion Fund contributions shall not be used by the Associations for activities that are inimical to the Union. If an Association should establish a proxy relationship with any signatory Employer during the term of this Agreement, the Association designated by the proxied Employer shall be entitled to receive the applicable Industry Promotion Fund contributions related to the proxied Employer's covered Employees. Contributions shall be made pursuant to the provisions of Article 14.

ARTICLE 16

WORK STOPPAGES

Section 1. PERMITTED WORK STOPPAGE - There shall be no stoppages of work either by strike or lockout by the parties hereto, except as provided for elsewhere in this Agreement.

Section 2. PICKETING - It shall not be a violation of this Agreement for employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is being performed.

Section 3. No employee shall work for any signatory Employer that has failed, neglected or refused to pay his employees the wages, fringes or other compensation provided for in this Agreement. The District Council or Local Union may take such economic action by strike, picket line or boycott, as it may see fit, against any Employer so failing, neglecting or refusing to pay his/her employee the wages, fringes or other compensation provided for in this Agreement.

Section 4. 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 5. NON-UNION JOBSITES - Furthermore, recognizing the "Special problems" in the construction industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting, or repair of a building, or other such work and the friction that is created when union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement

and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work “shoulder-to-shoulder” or alongside the nonunion employee or employees, or refuses to remain on such jobsite when non-union employees are engaged in such construction on the jobsite. This clause shall apply only to jobsites where the Union’s members are working, whether it is on a construction site of the Employer or at any other jobsite.

ARTICLE 17
PRESERVATION OF WORK CLAUSE

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 devise 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 violation of Section I 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) the effected 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 and 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.

ARTICLE 18 **STEWARDS**

Section 1. The Business Manager/Secretary-Treasurer or his or her designee may appoint a Shop Steward in all recognized shops and on all jobs where more than eight (8) employees are required. The steward is to receive grievances or disputes from employee members of his/her craft and shall immediately report them to his/her Business Representative, who shall immediately attempt to adjust the grievance or dispute with the Employer or their representative.

Section 2. The steward shall be a working employee of the Employer selected by the Union who shall in addition to his/her regularly assigned work, be permitted to perform during working hours such of his/her steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his/her duties, including, in addition to his/her normal duties, obtaining information on safety and sanitation. The Employer shall make available to such designated steward the names and locations of jobs in progress and the number and names of bargaining unit employees employed on such jobs.

Section 3. The Union shall notify the Employer or their representative, in writing, of the appointment of the steward. The Employer or their representative can lay off or discharge the steward for cause only, and the Employer shall notify the Union, in writing, of their intent to do so one (1) full working day prior to such layoff or discharge on projects within forty (40) miles of the hiring hall, and give two (2) working days' notice on projects located over forty (40) miles from the hiring hall.

Section 4. It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever overtime is worked and as long as there is work he/she is qualified to perform. The steward shall not be discharged or laid off for the performance of his/her Union duties. The Steward (who must be capable of performing the work) shall be the last employee to be laid off or terminated (other than for cause) excluding supervision.

Section 5. The Union reserves the right to replace or name new Stewards at its discretion.

ARTICLE 19 **SAFETY**

Section 1. All approved safety rules and regulations as set and adopted by the State Industrial Insurance System, Public Service Commission, State Public Health Service and other agencies of the Federal, County or City governments having jurisdiction over the

parties with respect to safety and sanitation matters shall be observed by the employer and his/her employees.

Section 2. Each employer signatory to this agreement shall designate an employee or an authorized representative to be in charge of Safety and shall be answerable to the State Industrial Insurance System and OSHA. When said person has been appointed, his/her name shall be reported to the Union office and the Union office shall be notified of any change. There shall be at least one safety meeting held per week at either the job site, or by the way of a "tailgate" meeting or at the Employers primary place of business. Safety meetings shall be mandatory to all Union employees and shall be held on company time.

Section 3. The Local Union shall be notified concerning all reported accidents by being sent a copy of the S.I.I.S. report when it is filed. In the case of a fatality, the Union shall be notified immediately by telephone. The employer further agrees that the Union Representative shall have full access to all areas where such accident occurred.

Section 4. Labor and Management are aware of the problem of alcohol and substance abuse in our industry today, therefore the employer may institute a fair and consistent drug policy. In case of accident on the job that requires medical treatment, a drug test shall be given, this testing shall not be selective but given to all workers requiring medical aid.

Section 5. All Personnel Protection Equipment shall be furnished without cost or deposit to the employee.

ARTICLE 20

SEPARABILITY & SAVINGS CLAUSE

If any paragraph, Article or Section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph, Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or the application of such paragraph, Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any paragraph, Article or Section is held invalid or enforcement of or compliance with any paragraph, Article or Section has been restrained, as above set forth, the affected parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such paragraph, Article or Section only, during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

It is understood and agreed that at such times as existing Federal Laws containing restriction on the form of union recognition and union security provision may be amended so as to make legal conditions and requirements other than those contained in this Agreement, then and in that event, either party to this Agreement may upon thirty (30) days' notice in writing, given to the other party, reopen Article 1 of this Agreement for the purpose of negotiating changes in these Articles.

ARTICLE 21
DURATION CLAUSE

This Agreement shall continue until June 30, 2022. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., July 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions. This Agreement shall be in full force and effect for a period of three (3) years from July 1, 2019 through June 30, 2022 and remain in full force and effect from year to year thereafter, unless either party hereto shall give notice to the other party, in writing, of their desire to change or revise this Agreement. Such written notice shall be presented to the other party not less than one hundred twenty (120) days and not more than one hundred fifty (150) days prior to the renewal date stipulated hereinabove.

WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:

District Council 16

Company Name

Print Name

Print Name

Sign Name

Sign Name

Date

Date