



**NORTHERN NEVADA
FLOOR COVERING MASTER AGREEMENT**

BETWEEN

DISTRICT COUNCIL 16

AND

**THE INDEPENDENT FLOORING CONTRACTORS
OF NORTHERN NEVADA**

July 1, 2022 - June 30, 2025

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MASTER AGREEMENT**

July 1, 2022 through June 30, 2025

WITNESSETH

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

WEREAS, It being understood that the principal place of business and employment of employer, or contractor, is in the jurisdictional area of the International Union of Painters and Allied trades, District Council No. 16; but, that such employer on occasion undertakes work in other cities and areas, on which occasions such employer employs such additional employees, residents of such other city or area as the needs of the work require.

NOW, THEREFORE, The parties hereto agree as follows:

THIS AGREEMENT entered into the 1st day of July 2022 by and between:

First Party, herein after called the Employer, and

District Council No. 16, second Party, herein after called, or referred to, as the Union.

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

**ARTICLE 1
RECOGNITION CLAUSE**

SECTION 1. The employer recognizes, acknowledges and agrees that it has satisfied itself that District Council No. 16 represents a majority of its employees employed to perform bargaining unit work and that the Union is that collective bargaining representative for such employees. The Contractor specifically agrees that the Union has offered to demonstrate its majority status or has done so and it is establishing or has established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

ARTICLE 2
TERRITORIAL JURISDICTIONAL AREA

SECTION 1. This Agreement shall have jurisdiction over the following counties in Nevada: Washoe, Carson City, Douglas, Storey, Lyon, Mineral, Churchill, Pershing, Humboldt, Lander, Elko, Eureka and White Pine and that portion of Lassen County in California, that lies eastward of Highway No. 395, Northward to and including Honey Lake. This Local shall also have jurisdiction over the entire Tahoe Basin Area, including that portion of California, which falls within the Tahoe Basin Area, defined as follows (following area, for reference purposes, shall be referred to as the Tahoe Basin Area):

Beginning with Echo Summit in California on Highway No. 50, then east to a line running north and south through Spooner Summit, Nevada, then north to a line running east and west through Mt Rose Summit, Nevada, then west to the California border, then north to the Truckee River, then west to a line running north and south through Donner Pass, California, then south to a line running east and west through Echo Summit, California, then east to Echo Summit, California (see Map, Attachment 2).

ARTICLE 3
WORK JURISDICTION

SECTION 1. Measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base wherever it may be, all materials whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, wall carpets, sheet rubber, sheet vinyl, cork carpet, rubber tile, asphalt tile, tile, cork tile, linoleum tile, mastic in sheets or the tile from vinyl tile, interlocking tile, laminate flooring, engineered wood, hardwood, composition in sheet or tile form and all derivatives of above; the fittings of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base where the above materials are to be installed, or applied, such as drilling, plugging, slating, and slating for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edging of any material and the preparatory work of the craft for all of the aforesaid. Also, the cleaning of rugs, carpets, and drapery hanging, make-up and the installation of drapes, the spraying and/or rolling of adhesives as required for double stick installation and carpet tiles.

ARTICLE 4
OUT OF AREA WORK

SECTION 1. The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the IUPAT affiliated union in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated union has an agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home agreement and (b) (i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) plus the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement or through the courts, and is also enforceable by the Union party to this agreement, either through the procedure for settlement of grievances set forth in this agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation

that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer.

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

ARTICLE 5 RECOGNIZED UNION CONTRACTORS

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

ARTICLE 6 DEFINITIONS

SECTION 1. Journeyman is defined as one who has completed his/her apprenticeship or has passed the required examination as to his/her proficiency as a flooring mechanic and is able to perform, without constant supervision, all the duties pertaining to the Floor Covering Industry as defined in Article 3, as an employee.

SECTION 2. Foreman as such term is used herein shall mean a journeyman employee designated by the Employer to supervise the work of journeymen and or to have charge and/or be responsible for materials on tract or jobs.

SECTION 3. Market Recovery shall be defined as the ability to target any job at a lesser rate for the purpose of market recovery. Before targeting a job, Employers must first obtain written consent from the Local Union.

ARTICLE 7 UNION MEMBERSHIP

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

SECTION 2. Employees working for signatory Employers in the California portion of this agreement, who are not members of the Union shall become members immediately following the seventh (7th) day of such employment. Failing to become a member, upon proper notification to the Employer by the Union, such employee will be terminated within twelve (12) hours after such notification.

SECTION 3. All employees working the California portion of this Agreement shall maintain themselves in good standing with the union as a condition of employment. Employees, failing to maintain themselves in good standing, shall be terminated by the Employer within twelve (12) hours after receipt of proper notice from the Union.

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

SECTION 5. In the event that State or Federal Laws should be changed, repealed, amended, or in any other manner revised whereby a Union Security Clause could be negotiated into this Agreement, during the term of this Agreement the Employers agree that, upon sixty (60) days notice, this Agreement shall be open only for the purpose of negotiating a Union Security Clause.

**ARTICLE 8
HOLIDAYS**

SECTION 1. The following holidays shall be recognized as Holidays: Memorial Day, New Year's Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, and the Friday after, Christmas Day. Holidays falling on Saturday will be observed on the preceding Friday and Holidays falling on Sunday will be observed on the following Monday.

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

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

**ARTICLE 9
WORKING HOURS, OVERTIME, SHIFT WORK
AND SHOW-UP TIME**

SECTION 1. Working Hours. Forty (40) hours shall constitute a week's work. Up to ten (10) working hours shall constitute a day's work and shall be paid at straight time rate. Hours of work shall be between 6:00am and 6:00pm. Employees shall be entitled to a one-half (1/2) hour unpaid lunch period. Under no circumstances shall an employee work more than five (5) hours without a meal period.

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

SECTION 2. Overtime. All time worked outside the hours set forth in Section 1 and Section 1(a) above shall be paid at the rate of time and one-half (1 1/2x).

Overtime (1 1/2) shall be calculated using 1 x taxable net wage and 1/2 time of base wage.

Double time (2x) shall be calculated using 1 x taxable net wage and 1 x base wage.

(refer to base wage in Article 23 Sec 5).

SECTION 3.

- (a) All work performed on Saturday shall be paid at the time and one-half rate. (1 1/2x) except work performed in operating business establishments which may be performed at straight time, except as subject to shift schedule.

- (b) All work performed on Sunday shall be paid for at the double time (2x) rate except work performed in operating business establishments which may be performed at straight time, except as subject to shift schedule.

SECTION 4. All work performed on Holidays stipulated in Article 8 of this Agreement shall be paid for at the rate of double time (2X)

SECTION 5. Show-Up Time. One (1) hour shall be paid any Union employee who is directed by the Field Superintendent, Owner, Manger or Dispatcher of the Company to start work or show up to work and is not put to work. The exception to this is if there occurs an "Act of God" which prevents the work from starting. There will be no Show up Time paid for calling in or coming into the shop to inquire about work. There shall be a reasonable effort by each party to contact the other about any changes in work schedules.

SECTION 6. Shift Work. Shift Work will be permitted on all work if required. Work that is done between the hours of 6pm to 6am shall be Shift Work. The Contractor shall pay the employee Four Dollars (\$4.00) above his/her current wage.

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

- (b) Casino work is excluded from this section and may be done at straight time rates.

ARTICLE 10
WORK RULES AND PAYMENT OF WAGES

SECTION 1. Work Rules. Members of District Council No. 16 shall not work for any Floor Covering Employer who is not signatory to the current area Floor Covering Agreement.

- (a) Members of District Council No. 16 shall not work intermittently as a Contractor and a journeyman.

SECTION 2. It is understood that an Employer is not required to designate a Foreman and no employee shall be considered a Foreman unless he is required to perform the duties of his Employer, as defined in Article 6, Section 2. A job ticket assignment does not constitute a classification of Foreman.

SECTION 3. Payment of Wages. Each employee shall be paid his wages and all other compensation due in full each week on Friday thereof, or twice per month, as may be the particular Employer's practice, or immediately upon lay-off, unless other arrangements are made with the Business Representative. Employers shall abide by the Nevada State Law regarding wage payment and penalty for the failure to make timely wage payments.

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

TOOLS FURNISHED BY EMPLOYEES

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

- (a) **CARPET INSTALLER:** Toolbox, knee kicker, heavy hammer, carpet shears, hack saw, screwdriver, stapler, sharpening stone, 50' tape, 12' tape, and 15' tape, pad knife, needles (curved), needles (straight), tack strip cutter, carpet awl, base shoe tool, chalk line, glue spreader, stair tool, trimmer, rubber mallet, miter box, carpet knife, porcupine carpet roller or seam roller, nap shears, carpenter's square, straight edges 6' and 4', carpet stretcher.
- (b) **RESILIENT INSTALLER:** Tool chest, hook knife (lino), Stanley type knife, sharpening stone, under scribe, corner scribe, bar scribe, divider, notched spreader, scraper (putty knife) fine notched trowel, medium notched trowel, miter box, tin snips, base shoe tool, hammer, screwdriver, hack saw, chalk line, tape measure 8', 10' or 12', tape measure 50' fox tail brush, square, nail set, seam roller, torch or heat gun, straight edge professional, 12' and 15' tape, brad pusher, scraper, metal miters, 100 pound roller.
- (c) **TILE INSTALLER:** 50' steel tape, sharpening stone, notched spreader, scraper (putty knife), fine notched trowel, medium notched trowel, files, tin snips, pointing spoon, base shoe tool, hammer, screwdriver, hack saw, small hand roller, chalk line, square, fox tail brush, bar scribe, dividers, 12' and 15' tape, tool chest, nail set.
- (d) **GLUE DOWN CARPET INSTALLER:** Additional tools required for glue-down carpet: seam cutter, wall trimmer, and trowel.
- (e) **HARDWOOD, LAMINATE & ENGINEERED WOOD INSTALLER:** The following non-powered tools; Jigsaw, toe kick saw, hand saw, miter saw, chop saw, engineered stapler, rubber mallet, router, shop vacuum, tapping blocks, broom, 50' tape measure, appropriate trowels, pry bars, compass/copy cat, combination square, chisel set (1/4"-1"), finish nailer, nail set, T-bevel (angle finder) and chalk line.

SECTION 6. If the Union dispatches a journeyman installer, who does not have all of the tools as required in Section 5 above, the Employer may return him/her to the hall with no pay, or pay him/her 70% of Journeyman wages.

ARTICLE 11
HAULING, SUBSISTENCE, MILEAGE
AND TRAVEL TIME

SECTION 1. Should Employer wish to utilize his shop vehicle for delivery, he is under no obligation to furnish employees with transportation to the job site.

SECTION 2. Travel Time. Travel time into the California portion of the Lake Tahoe Basin, except the city limits of Truckee, California, shall be equal to one and one-half (1-1/2) hours of wages and no benefits. Travel time into the Stateline, Nevada City limits shall be equal to one (1) hour of wages and no benefits.

SECTION 3. Except as stated in Section 2 above: Seventy (70) mile free zone from Washoe County Court House in any direction by the shortest road route-No travel time. This free zone includes all of Carson City County and from Washoe County Court House up to and including the city limits of Truckee, California.

SECTION 4. Any job outside of the free zone in section 3 above shall pay travel time. Travel time shall be paid at the straight time rate from shop to job, and from job to job.

SECTION 5. Hauling. Employer will reimburse all installers in sections 3 & 4 above, using their personal vehicles to convey Employer's materials at the following rate schedule:

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

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

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

SECTION 6. Subsistence and Mileage. Any job over seventy (70) road miles from the Washoe County Court House shall be full subsistence – Seventy-Five dollars (\$75.00) per day, for days worked, or \$59 per day and suitable lodging. One employee out of town will be reimbursed Ninety-five dollars (\$95.00) per day, for day's worked or \$59 per day and suitable lodging. Enclosed transportation (legal seating) shall be furnished, or if the Employees use their own vehicles, the Employer shall reimburse the Employees at the current IRS rate per mile paid for one round trip. Travel time shall be paid at the straight time rate from shop to job, and from job to job. This section does not apply to the Tahoe Basin.

SECTION 7. All travel time outside the regular workday shall be paid at two (2) times a rate equal to one-half (1/2) the Employee's taxable rate shown in Article 23 (Wages).

ARTICLE 12 SUB-CONTRACTING

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

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

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

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

SECTION 5. If any portion of the above Article is invalidated by reason of law, then this Agreement shall be deemed open for the purpose of negotiation. In such event the parties shall be required to meet and negotiate the subject matter of the clauses that are invalidated. In the event an impasse is reached in such negotiations, it shall not be a violation of this Agreement for either party to resort to economic action including a strike or lockout.

ARTICLE 13
BUSINESS REPRESENTATIVE AND PICKETS

SECTION 1. Any employee who may be discharged due to his activities in reporting violations of this Agreement shall, within five (5) days, appeal to District Council 16 and/or Business Representative. Written charges shall immediately be preferred against the employer.

SECTION 2. The Business Representative of District Council 16 will have the right to visit the shop and/or job site of the Employer for the purpose of administering the provisions of this Agreement and such other of his normal and regular duties that he may have to perform.

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

ARTICLE 14
HIRING HALL

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

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

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

- (a) The Union shall maintain a list of all workmen seeking jobs who have been employed on the type of work and in the territory covered by this Agreement for a period of at least one (1) year immediately prior to signing out-of-work list, which list shall hereinafter be called "A List".
- (b) Workpeople's names shall be entered on said list in the order in which they come to the Union's office seeking employment.
- (c) After each work person's name, there shall be entered a designation corresponding to the type or types of work which the work person is qualified to perform. Each work person, at the time of applying for a job, shall indicate his own qualifications for such type or types of work and such indication shall be conclusive unless an Employer to whom such person is dispatched reports to the Union that, in his opinion, the work person is not qualified. In such event, before he again will be entitled to preference hereunder, such work person shall be required to pass an objective examination given by a Qualification Committee. Said Committee shall be selected by the appropriate Local Joint Committee and shall be composed of an equal number of Representatives of the Employer and the Union. Any employee, so rejected, who has worked on any such type or types of work for a period of more than one (1) year shall not be required to take such examination.
- (d) Whenever an Employer requests a particular work person by name, the Union will furnish said work person to such Employer providing such work person is registered on "List A" and is available.

SECTION 4. Any work person who feels that he has not been dispatched in accordance with the provisions of this Agreement may appeal to the Qualification Committee, and the Committee shall have the power to reverse any decision of the Union with respect to dispatching. In any matter, as to which

the opinion of the Committee is less than unanimous, a work person dissatisfied with the opinion may appeal to an impartial umpire. The umpire shall be selected by the work person and the Union. If they cannot agree upon an umpire, he shall be selected by the State Conciliation Service of the Department of Industrial Relations of the State of Nevada. The cost of any arbitration shall be borne equally by the work person and by the Union. The decision of the Arbitrator shall be final and binding.

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

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

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

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

ARTICLE 15
PAYMENT INTO AND INCREASES INTO
FRINGE BENEFITS, ADMINISTRATIVE DUES,
AND APPRENTICESHIP PLANS

SECTION 1. There is a Health and Welfare Plan including Vision Care and Dental, Pension Plan, an Administrative Dues Check-off, LMCI Fund, PAT-PC, STAR Program, Vacation/Holiday Pay, and Apprenticeship Fund encompassed in this Agreement.

SECTION 2. Payments to the Health and Welfare, Pension Plan, Administrative Dues Check-off, LMCI Fund, PAT-PC, STAR Program, Vacation/Holiday Pay, and Apprenticeship Fund shall be sent to the bank designated by the Administrators of the aforementioned plans by the first (1st) day of the month following the month for which sums are due and owing, such payments shall be made no later than the twentieth (20th) of that month or the Contractor shall be deemed to be delinquent. There shall be automatic liquidated damages for late filing of Fund reports as set forth in the respective Trust Documents. Liquidated damages for violation of Health and Welfare shall be paid into that Fund. Reports and payments for the Health and Welfare Plan, Pension Plan, Administrative Dues and Apprenticeship shall be made on the consolidated reporting form supplies by the Administrator of the aforesaid Plans. Payment shall be for all hours or portion thereof, worked.

SECTION 3. In the event the majority of the members of Painters and Allied Trades Union Local No. 567 voted to increase the amount of contributions to the Check-off of Administrative Dues, the Employer shall, within thirty (30) days following receipt of such written notification from the Union, withhold the amount of such increase from the hourly wage rate then being paid and add the amount so withheld to the contributions specified in those Articles of this Agreement.

SECTION 4. In the event that the majority of the members of Painters and Allied Trades Union Local No. 567 vote to increase the amount of contributions to the Pension and/or Health and Welfare and/or Apprenticeship Fund; the Employer shall, within thirty (30) days following receipt of such written notification from the Union, divert the amount of such increase from the hourly wage rate then being paid and add the amount so diverted to the contribution or contributions specified in those Articles of this Agreement. Management to be consulted before adoption.

ARTICLE 16
CENTRAL COLLECTION SYSTEM

SECTION 1. The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the 'Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

ARTICLE 17
CHECK-OFF OF ADMINISTRATIVE DUES

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

- (a) Upon signing this Agreement, the Union will notify the Employer in writing of the amount of Administrative Dues specified in the By-Laws and will submit to the Employer a copy of the By-Laws or the applicable By-Laws provision. NOTE: Administrative Dues check-off for Journeyman and/or Apprentice Floor Covers shall be 6% of the regular taxable net wage (does not increase for overtime hours).
- (b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the By-Laws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.
- (c) On or before the twentieth (20th) day of each month, the Employer will remit to the bank designated by the Administrator to be turned over to the Union the entire amount of Administrative Dues due and owing as to each employee for the month previous.

SECTION 2. When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades, other than the Union signatory hereto, and the By-Laws of that other Union contain a provision for Administrative Dues or Business Agent "assessment" in the amount stated in that other Union's By-Laws 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 the check-off, the procedure specified in Section (1) (a thru c) will be followed, except that it shall be the responsibility of said other Union to notify the employer in writing of the amount of Administrative Dues or Business Agent "assessment" specified in its By-Laws and to submit to the Employer a copy of the By-Laws or applicable By-Laws provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades, other than the Union signatory hereto, and the By-Laws of that other Union contains no provision for Administrative Dues of Business Agent "assessment," the Employer shall continue to be bound by Section (a).

SECTION 3. The obligation of the employer under Section (a) and (b) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.

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

SECTION 5. On or before the fifteenth (15th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues authorization card, together with the numbers of hours worked by each such employee during the month previous.

SECTION 6. If an Employer fails to make the remittance to District Council No. 16 after the date required, the Union shall have the right to take whatever steps are necessary to secure compliance with the Agreement and other provisions, hereof to the contrary notwithstanding. The Employer is liable for payment under any grievance or arbitration procedure, or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE 18
APPRENTICESHIP AND TRAINING FUND

SECTION 1. Commencing with the first day of July, 2022, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Northern California Journeyman & Apprentice Training Trust Fund, for each employee covered by this Agreement, as follows:

- (a) Commencing with the first day of July, 2022, for each hour, or portion thereof, for which an employee received pay, the Employer shall make a contribution of twenty-five cents (\$.25) to the above named Apprenticeship and Training Fund.
- (b) 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.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeymen, trainees and probationary employees.
- (d) The payments to the Apprenticeship and Training Fund required above shall be made to the Northern California Journeyman & Apprentice Training Trust Fund, by the fifteenth (15th) of each month for the pervious month.

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

SECTION 3. If an Employer fails to make contributions to the Northern California Journeyman & Apprentice Training Trust Fund, after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for the cost for collecting the payments due together with attorney's fees and such penalties as may be assessed by Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement, if the Union so desires.

SECTION 4. Pursuant to the terms of the Northern California Journeyman & Apprentice Training Trust document, the Employer signatory hereto, hereby becomes a party to said Trust document and hereby, agrees to be governed by the terms hereof and such amendments and extensions as may be made thereof or thereto.

SECTION 5.

- (a) Commencing with the first day of July 2022, from the funds collected in the above manner, the Trustees of the Northern California Journeyman & Apprentice Training Trust Fund shall hold in trust the sum of \$.05 per hour for each hour worked or portion thereof for which an employee receives pay, and remit said sum to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT FTI) for all Floor Coverers, at such regular periods of time and in the manner and form as shall be determined by the Trustee of the International Fund.
- (b) The payment to the International Fund required in Section 5(a) above shall be made to the IUPAT FTI, which was established under an Agreement and Declaration of Trust dated May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he has actually signed the same.

- (c) The Employer hereby irrevocably designates as its representative on the Board of Trustees of the IUPAT FTI, such Trustee as are now serving or will in the future serve, together with their successors, as provided for in the aforesaid Trust Indenture.
- (d) The Union hereby irrevocably designates as its representative on the Board of Trustees of the IUPAT FTI, such Trustee as are now serving or will in the future serve, together with their successors, as provided for in the aforesaid Trust Indenture.
- (e) The parties hereto further agree to be bound by all actions taken by the Trustees the IUPAT FTI, pursuant to the said Agreement and Declaration of Trust.

SECTION 6. The JATC will be responsible for and shall conduct a minimum of two (2) training sessions specifically for journeyman during each year of the contract. Each training session should be at least four (4) hours in length and should be relative to upgrading the skills of all journeymen.

- (a) The Union and the Employers agree that they will use their best efforts in getting journeymen to attend these training sessions. The JATC will keep records of those attending and will make those records available to the Employers or the Union when requested.

ARTICLE 19 HEALTH AND WELFARE PROGRAM

SECTION 1. Be it further resolved that the signatory contractors agree that there is hereby granted a Welfare Fund to be known as the Employee Painters' Trust Fund. Effective July 1, 2022, Seven Dollars and forty five Cents (\$7.45) per hour shall be remitted for the hours worked by each employee in their employ.

SECTION 2. All Employers shall file reports with the Welfare Administrator every month. Payment for all hours worked during the month shall be made no later than the twentieth (20th) of the following month. Failure to comply with the above conditions shall constitute automatic violation of this Agreement.

SECTION 3. Workpeople shall be notified and shall not continue to work for Employers who are in violation of this Article.

SECTION 4. Any Employer who fails to make the payment for the insurance benefit as provided herein and in said Agreement shall be personally responsible to the employees herein covered for the benefits which would have accrued by such insurance coverage.

SECTION 5. The Trustees shall be entitled to and may file legal action for the collection of any and all contributions and liquidated damages due and owing by any and all Employers hereunder, and in the event such action is maintained and filed, in addition to recovering of payments due and owing, liquidated damages and legal rate of interest, the Employer hereunder agree to pay all cost of such suit or suits together with reasonable attorney fees.

SECTION 6. Employer's office personnel may be participants of this Fund.

SECTION 7. Pursuant to the terms of the Employee Painter's Trust Fund documents, the Employer signatory hereto, hereby becomes a party to said Trust document and hereby agrees to be governed by the terms thereof and such amendments and extensions as may be made thereof or thereto.

SECTION 8. If an Employer fails to make contributions to the Employee Painters' Trust Fund (Health and Welfare) after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with the Agreement and other provisions hereof to the contrary notwithstanding. The Employer is liable for payment under this Article and if the Union so desires, it shall not be subject to, or covered by any grievance or arbitration procedure, of any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE 20
IUPAT UNION AND INDUSTRY
NATIONAL PENSION FUND

SECTION 1. Commencing with the first day of July 2022, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry National Pension Fund for each employee covered by this agreement, as follows:

- (a) For each hour or portion thereof for which an employee received pay, the Employer shall make a contribution of Eight Dollars and Twenty Two Cents (\$8.22) per hour to the above named Pension Fund.

I “Effective July 1, 2022, and each year thereafter, in accordance with the IUPAT Constitution, the IUPAT Pension contribution called for in this Agreement shall increase by a minimum of five percent (5%) of the total negotiated increase in wages and benefits for the year (IUPAT Constitutional Increase). The five percent (5%) increase to the pension shall be taken from the aforementioned increase. Such increase will be rounded up to the nearest penny.

On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plan’s Default Schedule. The parties to this Agreement hereby elect “Alternate 2” and adopt the following required increases to hourly Pension Fund contributions.

- 1) Effective July 1, 2022, there shall be an increase of .55 cents.*
- 2) Effective July 1, 2023, there shall be an increase of .54 cents.*
- 3) Effective July 1, 2023, there shall be an increase of .55 cents,*

- (b) 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.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.
- (d) The payment to the Pension Fund required above shall be made to the "I.U.P.A.T. Union and Industry National Pension Fund", which was established under and 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 though he had actually signed the same.

SECTION 2. The employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

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

SECTION 4. If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all cost for collecting the payment due together with the Attorney's fee and such penalties as may be assessed by the Trustees. The Employer's liability

for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

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

ARTICLE 21 APPRENTICES

SECTION 1. The terms and conditions of the Apprenticeship Standards shall apply to all parties to this agreement.

SECTION 2. An Employer may employ one (1) apprentice to two (2) journeymen or fraction thereof on commercial projects. It shall be mandatory for an Employer hiring five (5) or more journeymen to employ at least one (1) apprentice and to hire additional apprentices in the proper ratio to the total number of employees in the shop.

SECTION 3. Apprentices shall not be assigned to any job, except when working under the supervision of a journeyman. This shall not be construed to mean that apprentices shall be forbidden to work in an individual house or a tract type job where journeymen are employed on such tract.

SECTION 4. No apprentice shall be employed except those approved by the Joint Apprenticeship and Training Committee.

ARTICLE 22 MATERIAL HANDLER

SECTION 1. Hiring: The Employer will hire on a non-discriminatory basis, and employment shall not be based on, membership, or non-membership, in any Labor Organization. If no qualified men are available through the Union, the Employer may hire through the best source of supply.

SECTION 2. It is agreed by the Employer and the Union to fully comply with all the provisions of the Federal and State Laws to the end that no person shall, on the grounds of age, sex, race, color, national origin, or membership or non-membership in a labor union, be excluded from participation in, or be denied the benefits of or otherwise subject to discrimination by not having full access to the terms of this Agreement.

SECTION 3. The Employer may employ Material Handlers at the ratio of one (1) Material Handler to two (2) journeymen and/or apprentices per shop.

- (a) A material Handler can not work with any of the tools listed in Article 10, Section 5 (a thru e).
- (b) A Material Handler can deliver materials and clean jobs without a Journeyman on the job.

SECTION 4. After a Material Handler has worked a total of one thousand (1,000) hours, he/she will be indentured into the apprenticeship program. The Employer is not required to pay Pension or Health and Welfare for any Material Handler in his/her employ.

ARTICLE 23 WAGES

SECTION 1. The following minimum rate or wage shall be paid to Journeymen Floor Coverers for work as defined in Article 6, Section 1.

- (a) Effective July 1, 2022, Thirty Four Dollars and Twenty Seven Cents (\$34.27) per hour
- (b) Wage and/or benefit increases will be as follows:

Two Dollars and Fifty Cents (\$2.50) per hour on July 1, 2023.

Two Dollars and Fifty Cents (\$2.50) per hour on July 1, 2024.

SECTION 2. Foremen shall receive ten percent (10%) above Journeyman Floor Coverer's rate of pay per hour.

SECTION 3. Apprentice wages shall be as follows:

First	1,000 hours	55% of Journeyman's rate
Second	1,000 hours	55% of Journeyman's rate
Third	1,000 hours	60% of Journeyman's rate
Fourth	1,000 hours	65% of Journeyman's rate
Fifth	1,000 hours	70% of Journeyman's rate
Sixth	1,000 hours	75% of Journeyman's rate
Seventh	1,000 hours	80% of Journeyman's rate
Eighth	1,000 hours	85% of Journeyman's rate
Ninth	1,000 hours	90% of Journeyman's rate
Tenth	1,000 hours	95% of Journeyman's rate

SECTION 4. A Material Handler shall receive the following minimum rate of pay: \$18.85 or equal to 1st period apprentice.

SECTION 5. Base wage is used only for overtime calculations.

Base wage = Taxable Net Wage less all deductions in parentheses () except vacation

ARTICLE 24

SAFETY

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

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

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

ARTICLE 25

LEGAL COMPLIANCE

SECTION 1. Should any part hereof or any provision herein contained be rendered or declared illegal, or unfair labor practice by reason of any existing or subsequently enacted legislation, or by any

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

ARTICLE 26 GRIEVANCE PROCEDURE

Any dispute concerning the interpretation or application of this agreement, the following procedure will apply:

SECTION 1. In the event that a dispute arises on a job, it shall be first reported to the Employer and/or the Business Agent of the District Council who shall then attempt to adjust said grievance or dispute at the job site level.

SECTION 2. If the dispute is not resolved by the Employer or the Business Agent of the District Council, the Employer and District Council shall attempt to adjust said grievance or dispute.

SECTION 3. If the grievance or dispute is not satisfactorily adjusted by the District Council or otherwise authorized Union Representative and the Employer or his representative within three (3) days after submission to the Employer, the matter may be submitted by either party to a permanent Board of Adjustment consisting of two (2) members representing the District Council and two (2) members representing the Employer, created for settlement of such disputes.

SECTION 4. The grieving parties shall specify in writing the date(s) of the alleged violation(s), the nature of the alleged violation(s), and the specified provision(s) of the Agreement applicable to the dispute. A dispute shall not be recognized as a grievance nor be subject to the grievance procedure, provided said dispute, complaint, or grievance other than discharge, shall be recognized unless called to the attention of the Employer and the Union in writing within ten (10) days after the last date the alleged violation was committed.

SECTION 5. The Board of Adjustment shall meet within thirty (30) days following written submission of the grievance to the Employer or the Union with the exception of discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) days. Failure of either party to meet or to participate in the procedure shall relieve the charging party of further compliance with the grievance procedure. Should the Board of Adjustment deadlock, the parties will refer the matter to the impartial arbitrator set forth below.

SECTION 6. In addition to any rule or procedure, which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:

- (a) The parties shall select an impartial arbitrator and/or in the event the parties cannot mutually agree on such arbitrator, either party may request a list of potential names of arbitrators from the Federal Mediation and Conciliation Service (FMCS), and select by alternately striking names as provided by the FMCS rules.
- (b) No attorney shall be utilized unless either party advises the other of its intent to do so within a reasonable time in advance of the hearing date.
- (c) No briefs shall be submitted nor transcripts made of the hearing except by mutual agreement of the parties or by the direction of the arbitrator.

SECTION 7. Decision of the Board of Adjustment or an impartial arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.

SECTION 8. The expense of the Joint Adjustment Board and the impartial arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.

ARTICLE 27 TOP WORKPLACE PERFORMANCE

SECTION 1. This clause shall be enforced in accordance with the Top Workplace Performance Plan as outlined by the International Union as amended from time to time and it shall read as follows:

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- (b) A termination shall not be considered as “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, “composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association”] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE 28

RESPONSIBILITY FOR WORKMANSHIP

SECTION 1. It is the declared intention of the parties hereto to minimize faulty or inferior workmanship respecting installation of materials covered by this agreement.

- (a) This Section, however, shall not apply to:
 - (i) Wall covering.
 - (ii) Multi-employee jobs unless responsibility is admitted or proven
 - (iii) All Apprentices.
 - (iv) Carpet re-stretching after 6 months.
- (b) All manufacturers' specifications for all floor covering must be followed in all installations.
- (c) There will be no responsibility to employees if specifications are not met. Employee is responsible for faulty workmanship only.
- (d) When there is a complaint of faulty or inferior workmanship performed by any mechanic covered by this Agreement, the complaint shall be reported within 3 months of the date of installation to the Union, which, for the purpose of this Section, shall mean District Council No. 16. The Employer having responsibility for the installation will immediately inspect the job upon receiving the complaint, and, if faulty or inferior workmanship is found, the Employer shall immediately request an Independent Inspection Agency mutually agreed upon by both parties to conduct and report an inspection of the work. The inspection shall be completed within five (5) working days, and the inspection report shall state specifically whether or not the workmanship meets industry standards. Copies of the reports shall be mailed to the Employer and to the Union.
- (e) If the Independent Inspection Agency finds that the workmanship does not meet standards as complained, the Union will immediately notify the mechanic who will then be required to repair or replace the installation as necessary to bring it up to industry standards within two (2) working days. The Employer and Union shall incur no cost under this Agreement for labor performed while making such repairs or replacement. The Employer will furnish materials at no cost to the mechanic or Union. The party at fault will pay for the Independent Inspection Agency.

ARTICLE 29
LOCAL JOINT COMMITTEE,
GRIEVANCE COMMITTEE AND ARBITRATION

SECTION 1.

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

 - (i) Have the power to require payments for and in the character of liquidated damages, or fines as to any party found in violation of this Agreement, or impose other conditions on any party or parties to this Agreement. Any sum of money ordered to be paid by any Employer of employee by an order, directive, or decision of the Joint Committee shall be paid in the manner specified by said Committee.
 - (ii) Have the power to establish for Employers and/or employees, penalties including specifying maximum monetary amounts, for violation of this contract on matters such as but not limited to:
Failure to comply with Hiring Hall (Article 14) & Delinquencies in Trust Fund Payments.
 - (iii) Have the power to establish a list of specific violations with appropriate penalties which may be amended, have additions or deletions, from time to time as

conditions may warrant in this Agreement, or any memorandum of, effective as of the date of their release.

**ARTICLE 30
DURATION CLAUSE**

SECTION 1. This Agreement shall be in full force and effective from July 1, 2022 through June 30, 2025 and shall continue thereafter from year to year unless either party serves written notice upon the other at least sixty (60) days prior to July 1 of any subsequent year of its desire to amend, modify or terminate this Agreement.

**ARTICLE 31
FAVORED NATIONS CLAUSE**

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

- (a) If it is mutually decided by a Committee of Contractors and District Council No. 16 that a job should be considered for a special job project agreement, said Agreement must be ratified by the membership of District Council No. 16. This special job project agreement applies to said job only.
- (b) Job project will encompass all industry work.
- (c) Employees must be eligible for hire from the hiring hall. Hiring hall procedures as set forth in Article 14 of this Agreement will be adhered to.
- (d) The job project agreement includes wages, hours and travel time. Subsistence is per Article 11. Wages will be based on a percentage of the existing leadman scale.
- (e) The Contract and all pertinent information must be supplied so that the Committee may make an intelligent decision.

**ARTICLE 32
DRUG FREE WORKPLACE**

SECTION 1. The Signatory Floor Covering Contractors and District Council No. 16 have negotiated a drug free and alcohol free workplace policy for individuals covered by this Agreement. The policy is included in this Agreement as Attachment 1.

**ARTICLE 33
PRESERVATION OF WORK**

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

SECTION 2. All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint

Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

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

ARTICLE 34
THE PAINTERS AND ALLIED TRADES
LABOR-MANAGEMENT COOPERATION FUND

SECTION 1. Commencing with the first day of July, 2022, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Fund ("Fund") for each employee covered by this Agreement, as follows:

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

SECTION 2.

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

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

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

ARTICLE 35
POLITICAL CONTRIBUTIONS

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

AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL CONTRIBUTIONS

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

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

ARTICLE 36
STAR PROGRAM

SECTION 1. There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The 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. 21(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 15.

ARTICLE 37
VACATION/HOLIDAY PAY

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

- (a)** Upon signing of this Agreement, the Union will notify the Employer in writing of the amount of Vacation/Holiday Pay specified in the Wage Schedule A.
- (b)** For each payroll period, the Employer will deduct from the taxable/net wage of each employee the amount specified in the Wage Schedule A based on the number of hours worked during said payroll period and will accumulate said deduction to the end of the month. Vacation/Holiday pay shall be deducted and paid on all hours worked. First and Second Period Apprentices shall have no Vacation/Holiday pay deducted from their taxable/net wage. Third through Sixth Period Apprentices shall have Vacation/Holiday pay deducted at the same percentage as their wage compared to a journeyman.
- (c)** On or before the fifteenth (15th) day of each month, the Employer will remit to the current Administrator the entire amount of Vacation/Holiday Pay due and owing as to each employee for the month previous.
- (d)** The parties agree that, contributions to the Holiday and Vacation Fund shall be transmitted to the current administrator who thereupon will deposit the money in the bank. These contributions shall be made to a bank in the name of each individual worker and the bank shall set individual accounts for each employee. Interest on the accounts shall be paid to the employee.

{Floor Covering}

IN WITNESS WHEREOF the parties hereto have set their hand and seals this first day of July 2022, to be effective as of July 1, 2022, except as to those provisions where it has been otherwise agreed between the parties.

DISTRICT COUNCIL NO. 16:

By: _____ Date: _____
Russell James, Regional Director

EMPLOYER:

By: _____ Date: _____
(Signature)

(Print Name and Title)

Street Address

City & State Zip Code

Area Code Phone Number

RJ/ js iupat 1621

ATTACHMENT 1

DRUG & ALCOHOL POLICY

POLICY STATEMENT

The signatory parties are committed to providing all employees with a drug-free and alcohol-free workplace. It is our combined goal to protect the health and safety of signatory employers, management personnel, craft workers, and visitors to our job sites; to promote a productive workplace, and protect the reputation of all signatory organizations and their people.

Consistent with those goals, the joint parties agree to prohibit the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol at the facilities or project sites of signatory employers who adopt this Drug and Alcohol Policy. A program which includes the "testing of body fluids(*)" may be instituted to monitor compliance with this policy.

POLICY ADMINISTRATION

1. Prohibited Substances

A drug is defined as any substance which may impair mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs, look alike drugs and, under circumstances described in this policy, prescription drugs. Alcohol is defined as any beverage or substance containing alcohol.

2. Pre-Employment Testing

Prior to the start of employment, prospective employees will be asked to provide a body fluids (*) specimen to test for the presence of prohibited substances. Presence of one or more prohibited substances will be cause for rejection of employment. Refusal to provide a specimen for the test will be considered voluntary withdrawal of the application for employment. If the medical facility cannot provide test results prior to the scheduled reporting date, employment will be considered probationary until the test results are known to the Company.

3. Testing of Employees

Employees may be asked to undergo a body fluid(*) test under the following circumstances:

- (a) As part of a jobsite massive drug screening.
- (b) Direct involvement in any type of accident. Accident testing will be performed in accordance with "Points of Understanding" paragraph 2.
- (c) When supervision has reason to suspect employee drug use or alcohol intoxication, testing will be accomplished in accordance with the provisions of Section IV, paragraph C, after a reasonable effort to contact Union Steward or Business Representative prior to taking action.

4. Testing Procedures

- (a) All body fluids(*) tests will be performed in accordance with standards disseminated by the National Institute of Drug Abuse, in an independent testing laboratory licensed by the prevailing state agency and jointly approved by the signatory parties. Test specimens may be obtained and forwarded by clinical facilities jointly approved by the signatory parties, provided a chain of custody is maintained.

(*) body fluids tests will normally utilize only urine specimens; tests which entail the withdraw of blood will be exercised only in situations involving an injury accident where an employee is rendered unconscious and unable to provide a urine specimen and blood tests or an alternative form of testing maybe used to test for the presence of alcohol for a reasonable cause, provided a pre-employment blood authorization has been signed by the applicant/employee.

- (b) Basic tests which give a positive indication of drug use above the thresholds outlined in ADDENDUM "A" will be confirmed by an alternate pre-approved method of testing as outlined in ADDENDUM "B".
 - (c) An employee suspected of being under the influence of a prohibited substance shall, for reasons of safety, be suspended until test results are available. If a test proves negative, the employee will be reinstated with back pay.
5. **Prescription Drugs**
Employees using a prescription drug, which may impair mental or motor function, shall inform their supervisor of such drug use. For the safety of all employees, the Company may place persons using such drugs in a less hazardous job assignment or place them on temporary medical leave until released as fit for duty by the prescribing physician. The Company reserves the right to have its physician determine if a prescription drug produces hazardous effects or to restrict the quantity the employee is allowed to bring to the workplace.
6. **Disciplinary Action**
 - (a) Applicants testing positive will not be hired.
 - (b) Employees testing positive, in both the basic and positive test verification, will be terminated.
 - (c) Employees found in possession of illegal drugs or drug paraphernalia will be terminated.
 - (d) Employees found selling drugs will be terminated and turned over to proper authorities for prosecution.
 - (e) Employees found under the influence of alcohol while on duty or while driving a Company vehicle will be subject to termination.
 - (f) Employees who refuse to cooperate with testing procedures will face disciplinary action consistent with a positive test.
 - (g) Employees who refuse to cooperate will not be forcibly detained or searched. But, failure to cooperate will result in disciplinary action.
7. **Rehabilitation and Treatment**
 - (a) Employees will be encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter.
 - (b) If an employee voluntarily notifies a supervisor that he or she may have a substance abuse problem, the employer will assist in locating suitable treatment and will counsel the employee regarding benefits available under the Company or union insurance program. If treatment necessitates a leave of absence, accrued vacation and sick leave time may be used (if applicable).
 - (c) Employees returning to work after such a leave of absence are subject to periodic drug tests for a period of one year. A positive test will result in disciplinary action as outlined in the disciplinary action section of this policy.
8. **Confidentiality**
All actions taken under this policy will be CONFIDENTIAL within the affected company and union.
9. **Subcontractors and Vendors**
Subcontractors, sub-tiered contractors, vendors and their employees shall be requested to cooperate with this policy in achieving a drug-free and alcohol-free workplace.
10. **Amendments to Policy**
Amendments to this policy may be issued to comply with project owner requirements, state or local laws, or federal contract requirements, with proper written notification to appropriate union.

POINTS OF UNDERSTANDING REGARDING SUBSTANCE ABUSE TESTING

1. In circumstances where union members are dispatched to or from remote locations, the Company and affected unions will work together to implement, an "as needed" collection facility for individuals reasonably convenient to their places of residence. All associated costs shall be borne by the Company.
2. It is agreed by the signatory unions and the employer that drug and alcohol testing of employees shall be required as soon as practical subsequent to and no later than 32 hours after a work-related accident. A work-related accident is defined as an accident resulting in an injury requiring treatment by a physician (OSHA recordable) or resulting in damage to property or equipment.
3. Employees shall be paid actual time required for testing.
4. Testing may be conducted as part of a massive drug screening, but the employer agrees that there will be no random drug testing of employees.
5. Reporting of test results shall be handled discreetly between the medical facility and employer. Results shall be reported by the facility to the employer as follows:
 - (a) **NEGATIVE**, the employee is within the limits prescribed by the employer.
 - (b) **POSITIVE**, the employee is not within the limits prescribed by the employer.
6. If requested by the employee, the results will be provided to the employee by the medical facility.
7. The employer and the medical facility understand and agree that customary patient privacy in taking the described test will be provided.
8. The employer, the medical facility, and the testing laboratory agree that customary patient security of biological specimens is absolutely necessary. Any breach of this security will require an immediate retest.
9. The employer shall accept proper written documentation from the testing laboratory for each applicant's drug test report which has been conducted within 90 days.
10. In the event of positive test results on both the basic and positive verification test, the employee may have within three (3) days, the same specimen retesting at a different licensed laboratory. Retesting shall be performed at the employee's expense. In the event of an employee performed retesting, and a dispute concerning continued employment arises, the provisions of paragraph 13 within this "Points of Understanding will apply.
11. In the event an employee tests positive and is terminated and subsequently is enrolled in a treatment or rehabilitation program, the employer agrees to employ such individual upon dispatch provided proof of program involvement completion is provided and the employee complies with the provisions of Section 7, paragraph (c) aforementioned.
12. The employer, the medical facility, and the testing laboratory agree that the results of the described tests are to be held in strictest CONFIDENCE between the employer and the medical facility. It is further agreed that the results of the above tests will not be provided to anyone other than the designated employer contact person without the express written consent of the employee.
13. The employer agrees that the grievance procedure contained in the applicable individual craft Labor Agreement shall apply for dispute resolution relative to this policy.

Approved by the organizations listed below, this first day of July 1 , 2022.

FOR THE UNION:
DISTRICT COUNCIL 16

FOR THE EMPLOYER:

Signature

Signature

Business Representative
Title

Title

ADDENDUM “A”

URINE DRUG-OF-ABUSE THRESHOLDS

Drug	Screening Detection Limit	Screening Method	Confirmation Limit	Confirmation Method
Amphetamines	1000 ng/mL	EMIT/ABUSCREEN	500 ng/mL	GC/MS
Barbiturates		EMIT/ABUSCREEN	200 ng/mL	GC/MS
Secobarbital	300 ng/mL			
Phenobarbital	1000 - 3000	ng/mL		
Butalbital	1000 ng/mL			
Benzodiazepines -		EMIT/ABUSCREEN	200 ng/mL	GC/MS
Oxazepam	300 ng/ml			
Chlordiazepoxide	3000 ng/mL			
Diazepam	2000 ng/mL			
Cocaine Metab	300 ng/mL	EMIT/ABUSCREEN	150 ng/mL	GC/MS
Methadone	3000 ng/mL	EMIT/ABUSCREEN	100 ng/mL	GC/MS
Methaqualone	300 ng/mL	EMIT/ABUSCREEN	300 ng/mL	GC/MS
Opiates		EMIT/ABUSCREEN	300 ng/mL	GC/MS
Morphine	300 ng/mL			
Codeine	1000 ng/mL			
PCP (Phencyclidine)	25 ng/mL	EMIT/ABUSCREEN	25 ng/mL	GC/MS
THC (Marijuana)				
Employment	100 ng/mL	EMIT/ABUSCREEN	15 ng/mL	GC/MS
Treatment	20 ng/mL	EMIT/ABUSCREEN	5 ng/mL	GC/MS
Propoxyphene	300 ng/mL	EMIT/ABUSCREEN	100 ng/mL	GC/MS
Ethanol	.10 g/dL	ADH*	0.03 g/dL	GC

*Alcohol dehydrogenase method NIDA specified threshold

ADDENDUM “B”

DRUG-OF-ABUSE LABORATORY PROCEDURES

Emit Method Information - (Basic Test)

The name EMIT stands for Enzyme-Multiplied Immunoassay Technique. This technique is used for the microanalysis of drugs in biological fluids. Urine is mixed with two reagents. Reagent 1 contains antibodies specific to the particular drug, the coenzyme nicotinamide adenine dinucleotide (NAD) and the substrate G6P (glucose 6 phosphate). Reagent 2 contains a drug derivative labeled with the enzyme G-6PDH (glucose 6 phosphate dehydrogenase). Reagent 1 is added to the specimen and the antibody binds to any drug molecule in the patient specimen it recognizes. Reagent 2 is added next and the enzyme labeled drug combines with any remaining antibody; this binding decreases the enzyme label activity. The enzyme that remains unbound (therefore still active) relates directly to the concentration of drug in the specimen. The active enzyme converts NAD to NADH, resulting in an absorbance change that is measured spectrophotometrically.

DRUG-OF-ABUSE LABORATORY PROCEDURES

Gas Chromatography-Mass Spectrometry -(Positive test verification)

GC/MS is used as a confirmation of positive EMIT screens in laboratories. It generally allows identification of the specific drug involved. It also provides the ability to quantitate the cannabinoid and urine alcohol level present.

(GC/MS) is an analytical technique which allows one to separate substances based on their differential migration rate through a gas chromatographic column and then, virtually unequivocally, identify them based on their mass spectrum and the migration time. The technique has been generally accepted as a reference method for legal applications. GC/MS does have limitations related to sensitivity, the range of masses measurable and the requirements for specimen volatility and thermal stability. In general however, for drug analysis, GC/MS is the most specific method available.

The GC/MS test is performed with a Hewlett-Packard model, 5970 B, which uses electron bombardment to produce a "finger print" mass spectrum of each analyte as it elutes from the capillary column in the gas chromatography. An on-board computer correlates the mass spectrum with a stored library of compounds and produces a report of the probable substances in the specimen.

CONSENT FOR ALCOHOL AND DRUG TESTS

I, _____, hereby consent and agree to give specimens of my body fluids(*) at a medical facility designated by _____, for transmittal and testing by an approved testing laboratory.

It is my understanding that the ultimate testing facility is licensed by the State of Nevada, and body fluid(*) specimens will be tested to detect the presence of Alcohol and/or other drugs in my body. All testing will be in accordance with Standards currently disseminated and approved by the National Institute of Drugs Abuse.

In addition to testing at the initial time of application for employment, in the event I am directly involved in a work-related accident, or as part of massive drug screening, or if there is reason to suspect my use of drugs or alcohol intoxications, I agree and consent to provide specimens of my body fluids(*) for testing to discover the presence of alcohol and/or drugs.

It is agreed that upon request I will be furnished results of tests performed on my body fluids(*) specimen by the testing laboratory. The testing laboratory is only authorized to confirm, to the employer designated above, whether test results are **POSITTVE** or **NEGATIVE** in accordance with the predetermined threshold levels.

Initial one of the following two electives for testing:

___ (*) **Body fluids tests will normally utilize only urine specimens, tests which entail the withdrawal of blood will be exercised only in situations involving an injury accident where I am rendered unconscious and unable to provide a urine specimen, and I agree and consent to such a test under those circumstances.**

___ (*) **Body fluids tests will normally utilize only urine specimens, for tests which entail the withdraw of blood, I elect not to consent to such test and request that an alternative method of testing be administered where I am rendered unconscious and unable to provide a urine specimen, and I agree and consent to such a test.**

I acknowledge that I have read, understand, and have received a copy of the employers Alcohol and Drug Policy. Furthermore, I understand that refusal to submit to the alcohol and drug screening test will constitute voluntary withdrawal of my application of employment; if employed, refusal to submit to such testing will result in termination of employment and the presence of one or more of those prohibited drugs at or above the defined threshold level will result in termination of employment.

WITNESS SIGNATURE

SIGNATURE

SOCIAL SECURITY NUMBER

DATE

DRUG TEST VERIFICATION CONSENT

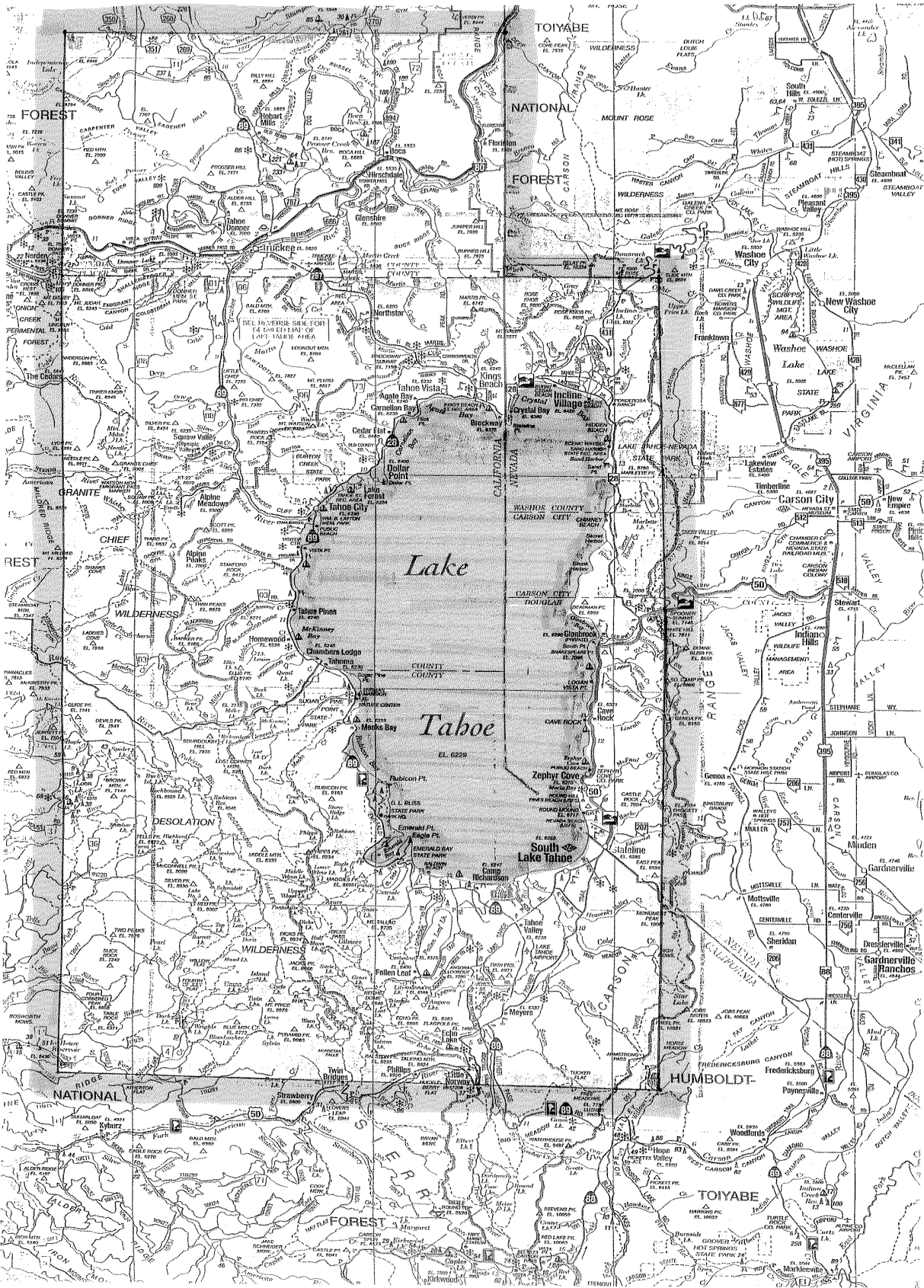
I, _____, do hereby give my consent, to my potential Employer, to verify the results of drug tests that I have submitted to in the previous ninety (90) days from the date of this application. I understand that as a job applicant I may be denied employment if test results in the previous ninety (90) days have indicated the presence of drugs or alcohol.

SIGNATURE

DATE

PLEASE PRINT THE FOLLOWING INFORMATION

LAST NAME	FIRST NAME	MIDDLE NAME
SOCIAL SECURITY #	BIRTH DATE	HOME PHONE #
COMPANY NAME		COMPANY PHONE #
DATE OF LAST DRUG TEST	COLLECTION SITE NAME	COLLECTION SITE PHONE #



ATTACHMENT 2