



Sacramento Area Addendum

To The

Northern California Floor Covering Master Agreement



LOCAL 1237
DISTRICT COUNCIL 16

Electronically Published August 9, 2022

Sacramento Area Addendum

This Area Addendum to the Northern California Floor Covering Master Agreement shall only apply to Employers signatory to this Area Addendum performing covered work within Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, the portion of Solano County north of Midway Road, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba Counties, with the exception of the Tahoe Basin.

Floor Covering Contractors signatory to this Area Addendum working within Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, the portion of Solano County north of Midway Road, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba Counties, with the exception of the Tahoe Basin, as defined above, shall have the following Articles and Sections amended as follows:

Article 6, Section 3, shall be amended to read as follows:

3. The individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement prior to commencement of work by the subcontractor, and shall specify the name and address of the subcontractor, the name and address of the work and the start date of the work. If thereafter the subcontractor becomes delinquent in the payment of any wages, trust fund contributions, or other fringe benefit payments, the Union shall give written notice of the delinquency to the individual Employer and to the subcontractor. The notice shall specify the name(s) and amounts, if known, of the delinquency. When the notice of delinquency is received, the individual Employer shall pay the amount of the subcontractor's delinquency which has occurred on the individual Employer's specific job. The Employer shall not be liable for any such delinquency occurring more than sixty (60) days prior to the receipt of the written notice from the Union referred to above.

Article 9, Section 2(b) shall be amended to read as follows:

Shift work shall be paid at twenty percent (20%) above the Base Wage.

Article 9, Section 3 shall be amended to read as follows:

Overtime hours worked prior to or after the Normal Work Day, Monday through Friday, shall be paid at one (1) time the Taxable Net Wage and on half (1/2) times the Base Wage. All work performed on Saturdays and Designated Days Off shall be paid at least one (1) times the Taxable Net Wage and one half (1/2) times the Base Wage. All work performed on Sunday will be paid at least one (1) time the Taxable Net Wage and one (1) time the Base Wage. All hours worked in excess of twelve (12) hours in one (1) day, Holidays, Designated Days Off and four (4) day Holidays as listed in Article 11 (Holidays and Designated Days Off) and all hours worked in excess of eight (8) on Shift Work shall be paid at one (1) time the Taxable Net Wage and one (1) time the Base Wage.

Base Wage shall equal the Total Package monies minus all hourly benefit funds, with the exception of Vacation/Holiday amounts.

Article 9, Section 5 shall be amended to read as follows:

When commencing work on any day, Monday through Friday, employees governed by this Agreement shall be employed for not less than four (4) hours per day. However, any employees reporting for work after their regular starting time shall be paid only for the hours worked, but not less than four (4) hours. When employees leave a job, at their own discretion, they shall be paid only for the hours worked. When weather, natural conditions, or emergency situation beyond the control of the Employer prevents a full day's work, the hours worked shall be paid for, but not less than two (2) hours. It shall be incumbent upon the employee to notify their Employer immediately upon being advised of the emergency.

Article 10, Section 1 shall be amended to read as follows:

1. There shall be two (2) classifications covered by this Agreement:

Journeyman
Apprentice

Article 10, Section 2b (1) shall be amended to read as follows:

- (1) Journeyman shall be paid pursuant to the attached Wage Schedule A and receive one dollar and fifty cents (\$1.50) per hour increase to the Total Package Wage contained within the attached Wage Schedule A on August 1, 2022, two dollars and fifty cents (\$2.50) per hour on January 1, 2023, increase to the Total Package Wage of this Agreement and any extensions thereof.

The per hour increase required each January 1 of this Agreement shall first be utilized to pay the per hour deficit reduction contribution required by the Resilient Floor Covering Pension Trust Fund, Preferred Rehabilitation Schedule #4A, pursuant to Article 19, Section 2(a). Secondly, the per hour increase required each January 1 of this Agreement shall be utilized to cover the hourly cost increase in Health & Welfare.

Article 10, Sections 4, 5, and 6 shall be deleted.

Article 17, Industry Promotion Fund

Commencing July 1, 2019, and continuing until the expiration date of this Agreement, every Employer signatory to this Agreement shall pay Industry Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of five cents (\$0.05) per hour. Said Industry Fund contributions shall be remitted to the appropriate depository designated by the Northern California Floor Covering Contractor Association (NCFCA), no later than the fifteenth (15th) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund Contributions are then forwarded to the NCFCA designated

account. The contribution rate to the NCFCA will be monitored and may be increased as deemed necessary by the Board of Directors of NCFCA, up to a maximum contribution rate of twenty-five cents (\$0.25) per hour. No part of the contributions to the Industry Fund shall be used for activities which are inimical to the Union.

Article 19, Section 1, add the following:

IUPAT Union and Industry National Pension Fund

Article 19, Section 2(a) is revised as follows:

(a) Whereas, the Resilient Floor Covering Pension Fund has been certified by its actuary to be in critical status as of January 1, 2010, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated February 16, 2018, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore, District Council 16 and the Floor Covering Association Central Coast Counties and/or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule #4A of the Rehabilitation Plan and addendum adopted by the Board of Trustees and incorporate said recommended Schedule #4A into this Agreement as though it was set forth in its entirety. The hourly Journeyperson Contribution rates shall be as follows:

Effective Date	Journeyperson Contributions Providing Benefit Accrual Credit	Additional Contributions Not Providing Benefit Accrual Credit
January 1, 2012	\$3.30	\$2.35
January 1, 2013	\$3.30	\$2.60
January 1, 2014	\$3.30	\$2.85
January 1, 2015	\$3.30	\$3.10
January 1, 2016	\$3.30	\$3.88
January 1, 2017	\$3.30	\$4.66
January 1, 2018	\$3.30	\$5.44
January 1, 2019	\$3.30	\$6.22
January 1, 2020	\$3.30	\$6.22
January 1, 2021	\$3.30	\$6.22
January 1, 2022	\$3.30	\$6.22
January 1, 2023	TBD	TBD

Article 19, Section 2 (b) IUPAT Industry Pension Fund

The Employer and the Union hereby agree to the continuation of the existing IUPAT Industry Pension Fund (“National Pension Fund”). Effective January 1, 2022, and each year thereafter, 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. The five

percent (5%) increase to the pension shall be taken from the aforementioned increase. Such increase will be rounded up to the nearest penny. The Union shall notify the Employers of the new pension rate as they occur.

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.

- Effective August 1, 2022, there shall be an increase of twenty percent (20%) above the existing hourly contribution rate of one dollar seventeen cents (\$1.17) as of January 1, 2022. The twenty percent (20%) increase shall include the aforementioned Constitutional increase, which totals twenty-four cents (\$0.24).

Article 21, Section 1, add the following:

1. The Employer shall notify each new employee of the pay period, pay day, and method of payment. Employees shall be paid weekly and no more than five (5) business days may be held back. No Employee will be required to pick up their pay check on a nonworking day or outside of normal working hours.

Article 27 shall be amended to read as follows:

1. TRAVEL TIME:

Employees required to jobsite report more than forty-five (45) miles from the point of dispatch (employee’s home or individual Employer’s shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond forty-five (45) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty-five (45) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty-five (45) miles. (Mileage and drive time is to be based on google maps). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee’s vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.

2. SUBSISTENCE

(a) When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus subsistence in the amount of forty-five dollars (\$45.00) per day, in advance, on a separate check.

(b) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.

(c) Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

3. TRAVEL TIME CALCULATION SHEET:

The following Travel Time Calculation Sheet shall be used in conjunction with Google Maps, no traffic in order to determine Travel Reimbursement and Fringe Benefits contributions.

Travel Time Calculation Sheet (Example)

John Doe	From: 123 Any Street, San Francisco, CA		
	To: 456 Main Street, Fremont, CA		
	Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)	74	60	1.23
Adjusted Commute (One Way)	18.45	15	
Round Trip	36.90	30	
Daily Travel Time/Mileage Reimbursement:	2/4	\$15.00	

Employee Name	From: Starting Address		
	To: Destination Address		
	Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)	(Enter minutes as per MapPoint)	(Enter miles as per MapPoint)	Calculation = (Minutes ÷ Miles)
Adjusted Commute (One Way)	Calculation = (Adjusted Commute Miles x Minutes Per Miles)	Calculation = (Actual Commute Miles – 45)	
Round Trip	Calculation = (Adjusted Commute Minutes x 2)	Calculation = (Adjusted Commute Miles x 2)	
Daily Travel Time/Mileage Reimbursement:	Calculation = (Round Trip Minutes rounded to the nearest ¼ hour)	Calculation = (Round Trip Miles x current IRS Rate)	

Article 37, The following language shall be added:

All other terms and provisions of the Northern California Floor Covering Master Agreement shall apply. This Addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Floor Covering Master Agreement.

This Agreement is made and entered into this first day August 1, 2022, through July 31, 2023, by and between the Individual Employer signed below and District Council 16. By signing this Addendum, the undersigned Employer understands and agrees to all of its provisions.

District Council 16

Association

Date _____

Date _____

Signature
Business Manager / Secretary Treasurer

Signature

Title

District Council 16

Employer

Date

Date

Business Representative

Signature

Title

Article 37, The following language shall be added:

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District Council 16

Association

Date 8/1/2022

Date 8/1/22





Signature
Business Manager / Secretary Treasurer

Signature
CEO
Title

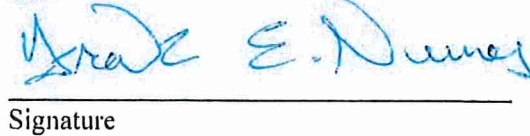
District Council 16

WALL AND CEILING ALLIANCE
Employer

Date

8/1/22
Date

Business Representative



Signature
CEO
Title