



# **FRESNO AREA ADDENDUM**

to the

## **Northern California Floor Covering Master Agreement**

August 1, 2023 - June 30, 2027

# District Council 16

## Fresno Area Addendum to the Northern California Floor Covering Master Agreement

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 Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties.

Floor Covering Contractors signatory to this Area Addendum working within Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties, as defined above, shall have the following Articles and Sections amended as follows:

### **Article 2, Section 1 shall be amended to read as follows:**

This Addendum is made and entered into this first day of August 2023 and shall continue until June 30, 2027. Thereafter this Agreement shall continue from year to year commencing as of 12:01 a.m., July 1<sup>st</sup> unless notice is given by one of the Bargaining Parties of its desire to effect changes in hours, wages or working conditions.

### **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 and one-half (1 & ½) times the Base Wage Rate. All work performed on Saturday shall be paid at least one and one-half (1 & ½) times the Base Wage Rate. All work performed on Sunday will be paid at least two (2) times the Base Wage Rate. All hours worked in excess of twelve (12) hours in one (1) 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 two (2) times the Base Wage Rate.

Designated Days Off Listed in Article 11, (HOLIDAYS AND DESIGNATED DAYS OFF) shall be paid at one and one-half (1 & 1/2) times the Base Wage Rate. The 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 three (3) classifications covered by this Agreement:

Journeyman  
Leadman  
Apprentice

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

Journeyman shall be paid pursuant to the attached Wage Schedule A and receive a three dollar (\$3.00) per hour increase to the Total Package on January 1, 2024, a three dollar twenty-five cent (\$3.25) per hour increase to the Total Package on January 1, 2025, a three dollar seventy-five cent (\$3.75) increase to the Total Package on January 1, 2026, and a four dollar (\$4.00) per hour increase to the Total Package on January 1, 2027 of this Agreement and any extension thereof.

The annual increases each January 1<sup>st</sup> of this Addendum shall first be utilized to cover any hourly cost increase to Health and Welfare. Any remaining annual increase amount that was not utilized to fund Health and Welfare shall be allocated by the membership of District Council 16 working under this Addendum.

**Article 17 shall be amended as follows:**

Industry Promotion Fund: Commencing January 1<sup>st</sup>, 2024 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 fourteen cents (\$0.14) 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 (15<sup>th</sup>) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry 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 (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 January 1, 2024, there shall be an increase of ten percent (10%) above the January 1, 2022 hourly contribution rate of \$8.18. The ten percent (10%) increase shall include the aforementioned Constitutional increase, which totals eighty-two cents (\$0.82).

**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 his pay check on a nonworking day or outside of normal working hours.

**Article 27 shall be amended to read as follows:**

**TRAVEL TIME:** Employees required to jobsite report more than sixty (60) 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 sixty (60) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than sixty (60) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the sixty (60) 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 seventy-five dollars (\$75.00) 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 in order to determine Travel Reimbursement and Fringe Benefits contributions.

**Travel Time Calculation Sheet (Formulas)**

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

**Travel Time Calculation Sheet (Example)**

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

**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 of August, 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

Date 8/7/2023



Signature  
Business Manager / Secretary Treasurer

Association

Date 8/11/2023



Signature

CEO  
Title

District Council 16

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title