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**FLOORCOVERERS LOCAL 1512  
MASTER AGREEMENT**

**FEBRUARY 1, 2021  
through  
March 31, 2024**

**Between**

**International Union  
of Painters & Allied Trades  
District Council 16**

**&**

**Southern Nevada Painting and Decorating  
Contractors of America/Finishing Contractors  
Association**

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**FLOORCOVERERS MASTER AGREEMENT**  
**February 1, 2021 through March 31, 2024**

This Agreement, entered into this February 1<sup>st</sup>, 2021 between **INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 16** (hereinafter referred to as the Union) and the Southern Nevada Chapter of the Painting and Decorating Contractors of America/Finishing Contractors Association (hereinafter known as So. NV PDCA/FCA), Las Vegas, Nevada, for and on behalf of its present and future signatory members, as well as firms who have executed written authorizations for it to represent them in Labor Relations Matters of which are related to this Agreement and any independent employers who may affix their signature.

**WITNESSETH:**

**WHEREAS**, The Employer is in contracting operations within the jurisdiction of District Council 16 of the International Union of Painters and Allied Trades; and whereas, in the performance of its present and future contracting operations, the Employer will employ floorcovering journeymen, apprentices and material handlers; and whereas, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for the employees employed and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes and grievances between the parties to the end that the Employer is assured of continuity of operation and industrial peace is maintained and the business of industry is efficiently increased. Now therefore, in consideration of the mutual promises herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**JURISDICTION**

1. By way of illustration and not limitation, the jurisdiction applies to all work including and related to:
  - a) The installation of resilient flooring, wall, ceiling and countertop materials commonly referred to as carpet, linoleum, vinyl, rubber, cork, asphalt, concrete polishing, vinyl composites, synthetic grass, wood, prefinished hardwoods, laminents, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile, or liquid form;
  - b) Installation on floors, walls, ceilings, stairs, countertops, fixtures, furnishings, window coverings and/or shades, or exterior applications on structures, patios, pool perimeters, sports field, area ways, all other like or similar applications, whether permanent or temporary;
  - c) Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floorcovering industry;
  - d) Preparatory removal of floorcovering, wallcovering, adhesive and underlayments. The sanding, patching, sealing, and priming of the installation surface;

- e) Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds, or any material used as a base for the finished surface;
- f) Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless strip, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging, and all other accessories, and related sundries;
- g) Repair, finishing, coating, sculpturing, banding, insets, and such other processes relating to the industry;
- h) Installation of decorative moldings and accessories attached with adhesive such as those manufactured by Johnsonite and other manufacturers.

2. This Agreement shall also cover the loading, unloading and operation of work trucks utilized by employees classified herein. Such vehicles shall be defined to mean those that are driven from the shop to the job and from job-to-job and job-to-shop and which remain at the job site while the employees are engaged in the performance of work covered by the contract.

3. It shall further cover and apply to the stocking and handling of all material herein above listed after the first unloading by common carrier.

4. This Agreement shall exclude any job bid before 02/01/2021. All Classifications added should have training schedule within six (6) months to members and Contractors.

## ARTICLE 2 CONTRACTOR MEMBERS

1. Contractor Members are proprietors, partners, corporate owners, officers or anyone participating in the management of the Employer, but who also performs work pursuant to this Agreement and who has applied for and been granted Contractor Member status by the Union. There shall be only one Employer member for each Employer. The Employer shall pay fringe benefit contributions on all hours worked subject to the provisions of the appropriate trust documents, and the Contractor Member shall be subject to the provisions of this Agreement.

2. Only one (1) Contractor Member from each signatory Employer shall be permitted to work with the tools of the trade and only if such signatory Employer employs at least one (1) other employee covered under this Agreement.

3. Any worker, applicant for employment, who has or who obtains a Floor Covering Contractor's License, shall inactivate such license before seeking or accepting employment under the terms of this Agreement or he/she shall not work or be dispatched by the Union.

4. No Employer signatory to this Agreement shall be allowed to work for any other Employer as a worker on the payroll of such Employer. No worker shall be recognized as an Employer until he/she becomes signatory to this Agreement.

### ARTICLE 3

## HIRING, DISPATCHING AND LAYING OFF OF WORKERS

1. Employers shall secure employees in classifications covered by this Agreement by written request via email or fax to the Local Union. The Union shall maintain a nondiscriminatory hiring hall and shall maintain accurate employee availability lists. There shall be no discrimination in hiring and/or promotion and/or any other aspects of employment because of race, religion, color, sex (including gender identity), sexual orientation, pregnancy, disability or genetic information, national origin or age. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

2. The Employer may request specific worker by name and/or required skill set or certification and such workmen will be dispatched to such Employer provided such workmen are available for employment and are registered with the Union.

3. If the Union is unable to supply qualified workers within twenty-four (24) hours after request (excluding weekends and holidays), the Employer shall have the right to hire from any source, with the understanding that all wages, benefits and conditions of this Agreement are applicable to such employee(s).

4. The Employer agrees that no worker hired will be allowed to work unless they have a referral from the Union. If a worker is hired under the provisions of Article 3 Section 3, the Employer shall provide to the Union the worker's name, social security number, address and phone number. If the worker does not report to the Union within 48 hours to complete necessary paperwork, the Employer shall remove the worker from the job.

5. When the Union, employee and Employer agree to reclassify an employee, the Employer shall require the employee to present a written referral from the Union prior to putting the employee to work at the new classification.

6. Each written referral shall designate in which classification of the trade the workman is dispatched or may be employed.

7. In the event no specific worker is requested by name, the Union will dispatch workers in the order in which they are registered on the out of work lists.

8. Every employee reporting for work within the scope of this Agreement shall have the appropriate tools of the trade for the phase of the craft for which he/she is reporting. Each worker shall procure and maintain the required tools at his/her own expense. The listings of appropriate tools of the trade are as set forth below:

**a) Employee Furnished:**

**Carpet Installers:** Knee Kicker, (25') Tape Measure, Knives, Sharpening Stone, Hammer, Chalk Line, Drive Bar, Straight Edge, Tin Snips, Top Knife, Loop Pile Cutter, 3" Heat Seaming Iron, Strip Cutters, Latex Bottle, Hand Trimmer, Hand Trowels, Hammer Gun, Electric Tacker and Pliers.

**Hard Surface Installers:**

Torch, Hammer, Chalk Line, Knives, Sharpening Stone, Foxtail, (25') Tape Measure, Stair Tool, Straight Edge, Miter Box, Hacksaw, Awls, Screwdrivers, Dividers, Underscribes, Hand Trowels, Base Lifter, Tin Snips, Hand Rollers and Pliers.

**b) Employer Furnished:**

As applicable to specific job or trade, such as but not limited to:

**Safety Equipment:** Safety Glasses, Hard Hat and Ear Protection, etc. After the Employer provides a hardhat, the employee will be responsible for maintaining that hardhat and will reimburse the Employer the actual cost of a replacement hardhat. It is understood that normal wear and tear does occur and employees shall not be required to reimburse the Employer for a hardhat that is more than one (1) year old. Should the employee claim that the loss was not due to his negligence, the Employer agrees to meet with the employee and the Business Representative to settle the dispute.

**Tools:**

Air Nailer, Power Saws, Power Stretchers, Brooms, Lights (OSHA approved), extension cords, staplers, tile removers, floor sanders, edgers, etc, customary heat seaming iron to be furnished if employee's iron is not the shop standard.

**Customary Job Sundries & Expendable Supplies:**

tack strip, latex, adhesives, seam tape, blades, metal moldings, nails, caulk, brads, Reserve Butane Tanks, butane gas, screws, etc.

9. The Union agrees that the Employer is in no way bound to keep in his employ any mechanic who proves himself incompetent and/or unsatisfactory in the branch of trade for which he or she is hired. When an employee is hired and found to be incompetent, unsatisfactory, or unprepared he/she upon discharge, shall be paid for actual time worked.

a) In order to improve the quality and qualifications of workers in the Floor Covering Industry, the JATC and STAR Program will develop and schedule 16 hours of health and safety training and craft specific upgrade training for all journeyman workers to be provided on an annual basis.

10. No employee may be loaned or transferred by an Employer to another shop unless reported to the Union. It is understood that should employee(s) be loaned, the wages and benefits will continue to be paid by the first Employer until such time as a new dispatch is issued.

11. A lay-off slip will be faxed or emailed to the Union upon layoff and shall be given to the employee in an envelope with final payment of all hours worked to all employees whose services are no longer needed.

12. Any employees not being worked shall be returned to the Union to sign the out of work list to maintain a steady supply of workers for other Signatories and organizing our jurisdiction.

13. No contractor signatory hereto shall be permitted to hire Journeymen, Apprentices or Material Handlers on a piece-work basis, i.e. work paid for at a rate based upon the amount of work performed rather than on the time employed. No worker can accept piece-work without violating this Agreement.

14. Out of Work List available and accessible to Contractors and their Representative, in accordance with the Union Hiring Hall Policy.

## **ARTICLE 4 UNION RECOGNITION & TERRITORIAL JURISDICTION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of employees classified herein who are engaged to perform work covered by this Agreement in the area defined as Clark, Lincoln, Nye and Esmeralda Counties in the State of Nevada. The Employer agrees that if a majority of its employees authorize the Union to represent them in collective bargaining, the Employer will recognize the Union as the NLRA Section 9(a) majority collective bargaining agent for all employees performing work within the jurisdiction of this Agreement. The Employer agrees furthermore upon demand by the Union to submit to a third party card check to determine the majority status of the Union. Any disputes concerning this provision shall be referred to the Grievance and Arbitration Procedures for possible resolution in accordance with the terms of Article 16 of this Agreement.

## **ARTICLE 5 EMPLOYERS**

1. As a condition precedent to qualifying as an Employer under this Agreement every Employer shall:
  - a) Have a designated principle place of business located in a zone permissible for the operation of said business, as required by the laws or ordinances of the area in which said business is located;
  - b) Have a business telephone and fax machine listed in the firm name of the signatory Employer with such telephone and fax installed at the principle place of business to facilitate contacting said Employer for the purpose of administering this Agreement;
  - c) Have a valid and current State of Nevada Floorcovering Contractor's License, effectively in his/her possession to employ workers under this Agreement and have fulfilled the requirements of all Federal, State, County, and City laws applicable to the operation of the Employer's business;
  - d) Have adequate Unemployment Security and Workmen's Compensation Insurance, which insurance coverage shall be evidenced by a Certificate of Insurance, which the Employer shall keep current at his/her principle place of business.
  - e) No job site shall be recognized as a principle place of business under any circumstances.
2. In the event the Employer subcontracts any work covered by the terms of this Agreement, it shall only be to contractors who are signatory to this Agreement.

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.

4. It is expressly understood that this Article shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.

## **ARTICLE 6 SAFETY LAWS, REGULATIONS AND REQUIREMENTS**

The Employers recognize their obligation to complete and maintain statistical records on industrial accidents and injuries as currently outlined under the Occupational Safety and Health Act. It is the declared intent of the parties to this Agreement to minimize accidents and injuries, and in order to accomplish this goal, establishes the following safety regulations:

1. The Employer shall abide by, and require all employees to abide by, all Health & Safety Provisions, Rules and Regulations of any and all Municipal, State and Federal Agencies having issuing authority in the pertinent field of work being performed by the Employer signatory to this Agreement.

2. No employee shall be required to lift an unreasonable amount of weight without suitable assistance. Such suitable assistance may be either another person covered by this Agreement or appropriate equipment. This provision shall apply whether at the Employer's shop or at the area or job site where any material covered by this Agreement is to be installed.

3. The Employer will implement a Health & Safety program to include, but not limited to personal protective equipment usage. It is understood and agreed that all personal protective equipment (where required) will be provided by the Employer, with the exception of kneepads and boots.

4. All workers under this Agreement must be trained in OSHA-10 and foremen should have OSHA-30.

## **ARTICLE 7 OUT-OF-AREA WORK**

### **Out-of-Area Employers**

When an individual Employer does any work outside of the area covered by this Agreement in a locality where a District Council or Local Union exists, not less than 50% of the employees on such work shall be residents of or employed by the greater percentage of their time in such locality; all others shall be employed from the geographical area where the Employer maintains his/her principal place of business.

### **Out-of-Area Work**

1. The Employer party hereto shall, when engaged in work outside the geographical 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 geographical 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 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 home wages]. This provision is enforceable by the union 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.

2. No Apprentice shall be sent to out-of-town work that will interfere or prohibit him/her from attending school classes or appearing before the JATC after due notice has been given.

### **3. OUT-OF-AREA EMPLOYEES**

When any Employer of this Agreement brings employees from outside the area, the employees shall not go to work until they have a referral slip from the Local Union where the work is being performed. Said employees shall not be made to transfer a clearance card into a Local Union but will be paid under the applicable Hybrid Wage Schedule A for the employee. Under the Hybrid Wage Schedule A, the employee shall be paid the total package of Wage Schedule A with Health & Welfare, Pensions and Annuities being sent to their home Local Union, with all other District Council 16 wage schedule contributions and deductions being sent to District Council 16 Fund Administrator. All hybrid wage schedules shall be provided to Southern Nevada PDCA/FCA.

## **ARTICLE 8 HOURS OF WORK AND OVERTIME**

1. The Employer shall have the choice between two (2) different workweek shifts. The Employer shall notify the Union prior to manning up the job to the shift that has been chosen for each project and that shift shall be for the duration of the project.

2. The normal workweek for each employee will be forty (40) hours per week, Monday through Friday, regardless of the days of the week that the Employer uses for the purposes of generating payroll. The workday shall be eight (8) consecutive hours between 5:00 a.m. and 9:00 p.m. with two (2) paid fifteen (15)

minute breaks and one-half (½) hour without pay being allowed for lunch. Following the regular lunch break, no employee shall be required to work more than six (6) hours without an additional thirty (30) minute lunch break. If more than six (6) hours are required, the Employer agrees to provide no less than a thirty (30) minute lunch period without loss of time to the employees.

- a) The first three (3) hours worked outside the regular eight (8) hour constituted day shift, Monday through Friday, shall be paid at one & one half (1½) times the straight time hourly rate.
- b) Hours worked beyond eleven (11) hours per shift, Monday through Friday shall be paid at the rate of two (2) times the straight time hourly rate.
- c) **Saturday** - Employees shall be employed for no less than four (4) hours. The first eight (8) hours worked on a Saturday day shift shall be paid at one and one half (1½) times the straight time hourly rate of pay. Hours worked beyond eight (8) hours shall be paid at two (2) times the straight time hourly rate.
- d) **Sundays & Holidays** - Employees shall be employed for no less than four (4) hours. All hours worked shall be paid at the rate of two (2) times the straight time hourly rate.
- e) **Shift Pay**- Shift differential shall be paid for all work performed between the hours of 9:00 pm to 5:00 am and it will be compensated at two dollars (\$2.00) per hour in addition to the employees' applicable wage. Overtime that falls between these hours will still be paid at the appropriate overtime rate.
- f) **Four tens:** Four(4) consecutive ten (10) hour days paid at the straight-time rate with two (2) paid fifteen (15) minute breaks & one-half (½) hour without pay being allowed for lunch Monday through Friday shall be permitted with permission from the Union. If any hours are worked outside of the ten (10) hours allotted per day, all hours will be converted back to a regular eight (8) hour shift and all overtime provisions will apply. With concurrence of the employee(s) of an individual Employer, the starting time and quitting time may be varied upon prior approval of the Union. The intent of this article is to provide three (3) consecutive days off in exchange for what would otherwise fall under the provisions of overtime and or shift pay as detailed in Section 2 of this Article.

3. Participation of employees on shift work will be on a voluntary basis. No member shall be discriminated against by the Employer for refusing shift work.

4. Employees whom are requested to work on Designated Days Off, Saturdays, Sundays, and/or Holidays, shall be employed for not less than four (4) hours.

5. Any work performed on a Recognized Holiday shall be on a voluntary basis and no worker shall be penalized for choosing not to work said days.

6. Unless employees are given notice, individually, by the end of their regular shift, that their services are not required the following regular work day, all employees reporting for work, at the shop or job site, shall be paid two (2) hours, except for an act of God, inclement weather, natural conditions, or emergency

situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. The prior notice to the employee provided for in this Section may be given in person, in writing, or by telephone.

7. Workers may receive wages only for the actual time worked on the initial day of dispatch by the Union. Computation of hours worked shall be from the time the worker reports for work at Employer's designated place of business.

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

9. **Breaks:** There shall be a fifteen (15) minute paid break for each four (4) hours worked.

10. All employees referred for pre-employment drug testing shall be paid two (2) hours wages and benefits at the regular straight time rate of pay.

## ARTICLE 9 WAGES AND CLASSIFICATIONS

There shall be six (6) classifications covered by this Agreement:

**Floorcoverer Journeyman, Foreman, Apprentice, New Applicant, Material Handlers and, Maintenance Floorcoverer.**

The descriptions for each classification shall be as follows:

1. **Journeyman:** The term Journeyman means a person who has served a bona fide apprenticeship and has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of skilled Floorcovering work. The hourly minimum rate of wages and benefits for Journeymen covered under this Agreement, working in Clark, Esmeralda, Lincoln, and Nye Counties shall be paid in accordance with the attached Wage Schedule A and shall receive a seventy-five cent (\$0.75) increase to their Total Package on February 1, 2021, a fifty cent (\$0.50) increase to their Total Package on July 1, 2021, a one dollar (\$1.00) increase to their Total Package on February 1, 2022, a one dollar (\$1.00) increase to their Total Package on July 1, 2022, a one dollar (\$1.00) increase to their Total Package on February 1, 2023 and a one dollar (\$1.00) increase to their Total Package on July 1, 2023.

2. **Foreman:** When five (5) or more employees covered under this Agreement are on a job for a five (5) day duration or more, the Employer shall designate one (1) working Journeyman, in good standing with the union, as their Foreman, for the duration of the job. The definition of "Duration of the Job" is the primary contract and does not include change orders or call backs, providing that none of the exceptions require three (3) or more employees or more on each separate operation. All Foremen shall receive fifteen percent (15%) above the Journeyman Total Package Wage.

3. **Apprentice:** Apprentice wages shall be as follows: Apprentices shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyman Taxable Net Wage as follows in accordance with Apprenticeship Standards, which include six (6) months' time, required hours worked, and completion of required classes:

<b>First 6 months:</b>	<b>45%</b>	<b>Sixth 6 months:</b>	<b>70%</b>
<b>Second 6 months:</b>	<b>50%</b>	<b>Seventh 6 months:</b>	<b>75%</b>
<b>Third 6 months:</b>	<b>55%</b>	<b>Eighth 6 months:</b>	<b>80%</b>
<b>Forth 6 months:</b>	<b>60%</b>	<b>Ninth 6 months:</b>	<b>85%</b>
<b>Fifth 6 months:</b>	<b>65%</b>	<b>Tenth 6 months:</b>	<b>90%</b>

Apprentices shall receive full benefits including Pension contributions, which shall be based on their respective percentage (rounded to the nearest five cents (\$.05)) of the Journeyman contributions.

- a) The employment of apprentices shall be in accordance with the following ratio: One (1) apprentice to each three (3) regularly employed journeymen or fraction thereof. In the event of layoff, the ratio of remaining apprentices to journeymen shall not exceed the ratio as stipulated above.
- b) No apprentice shall be recognized as an Employer, nor shall they be allowed to work as a foreman or supervise any other workers. Where special conditions warrant, an apprentice in their last six (6) months of training may be allowed to work alone, providing their school and shop records are satisfactory and permission is granted by the JATC.

4. **New Applicant:** New Applicants shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyman Taxable Net Wage as follows:

First Year.....	60%
Second Year.....	75%
Third Year.....	90%

- a) New Applicants shall receive full benefits including Pension contributions, which shall be based on their respective percentage (rounded to the nearest five cents (\$.05)) of the Journeyman contributions.
- b) In no case shall the New Applicant classification be utilized on prevailing wage projects.
- c) At the end of each year, the New Applicant shall be evaluated by the Employer with forms provided by the Union prior to moving to the next level. If the New Applicant is not proficient in the eyes of the Employer, the Union shall meet with the Employer to evaluate the On-The-Job-Training being provided.

5. **Material Handlers:** *Shall not work with the tools of the trade on any jobsite, unless specifically related to demo work.* The ratio of material handlers in a shop shall be: no more than three (3) material handlers to five (5) journeymen. Material handlers shall not be allowed to flake or any other duties related to installation. Material Handlers may pick up, handle and deliver tools & materials utilized by Employers (in a

vehicle supplied by Company per Article 21), sweep floors, clean floorcoverings, demo, scrape floors during demo, and remove debris after completion of installation, cut carpet in the warehouse and place materials on the job site. The hourly minimum rate of wages for Material Handlers shall be forty-five percent (45%) of the Taxable Net Wage Rate of a Journeyman. Material Handlers shall receive Pension contributions at one dollar and twenty-five cents (\$1.25) per hour. Material Handlers shall receive Health & Welfare benefits limited to major medical only and temporary disability program, paid at the rate currently in effect as outlined in Schedule A. Employers shall only remit on behalf of Material Handlers twenty-five cents (\$0.25) per hour to the STARS Program, five cents (\$0.05) per hour to the LMCC and all payroll deductions as called for in the DC 16/Local Union Bylaws in accordance with Article 12 and 13. In the event that it is discovered that the Employer has utilized Material Handlers to install materials on the jobsite, the Union shall have the authority to revoke the Employers ability to utilize Material Handlers for the duration of this Agreement or any extensions thereof. The Material Handler classification shall not be permitted to work on Prevailing Wage Projects under any circumstances.

**6. Maintenance Floorcoverers:** Maintenance Floorcoverers work primarily in a Hotel where the Employer has a service contract agreement with the Owner or their Designee. They shall maintain a minimum of thirty-two (32) hours per week. Recognized day shift hours shall be between 5:00 a.m. and 9:00 p.m. with a regular shift of eight (8) consecutive hours with paid lunch and two (2) fifteen (15) minute breaks. A normal workweek shall consist of five (5) consecutive workdays with two (2) consecutive days off. It is understood that all Holiday pay and Overtime provisions from Article 9 shall apply with the exception of Shift Pay. Shift differential shall be paid for all work performed between the hours of 9:00 pm to 5:00 am and it will be compensated at two dollars (\$2.00) per hour in addition to the employees' applicable wage. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

A Maintenance Floorcoverer's duties are hereby limited to patch work, small replacements, and other routine work required to keep the establishment operating. It is understood that under no circumstances is this classification to be used for remodel or construction work.

The wage rate for Maintenance Floorcoverers shall not be less than eighty percent (80%) of the Journeyman Floorcoverer wage rate, and shall receive full benefits including Pension contributions, which shall be based on their respective percentage (rounded to the nearest five cents (\$.05)) of the Journeyman contributions. In the event that it is discovered that the Employer has utilized Maintenance Floorcoverers to perform construction work, the Union shall have the authority to revoke the Employers ability to utilize Maintenance Floorcoverers for the duration of this Agreement or any extensions thereof. It is hereby agreed that if this classification is used in a Hotel where there is a current Maintenance Agreement in place the worker shall receive the wage and benefit package that pays the higher amount. The Employers hereby agree to notify the Union about all current Service Contracts and all workers currently performing maintenance work under a Service Contract.

Current Maintenance Floorcoverer employees will not suffer a reduction in pay or change in the scope of work due to the restructure of pay schedules.

No employee presently covered under this Agreement shall suffer a reduction in wages or benefits as a result of this Agreement whether retained by the same Employer or employed by a new Employer.

During the term of this Agreement, the Union and/or Trustees may request in writing an increase or decrease in the contribution rates required to a particular benefit fund or funds which may result in a corresponding reduction or increase in the minimum hourly wage rates set forth in this Agreement in accordance with the appropriate corresponding Article contained in this Agreement. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request as of the effective date requested by the Union. As of such date the hourly minimum wage rates set forth in Schedule A of this Agreement shall be reduced or increased in an amount equal to the increase or decrease required of the Employer to the particular benefit fund or funds.

## **ARTICLE 10 HOLIDAYS**

1. Holidays are defined as follows:

**New Year's Day  
President's Day  
Memorial Day**

**Independence Day  
Labor Day  
Veteran's Day**

**Thanksgiving & the day after  
Christmas Day**

If a Holiday falls on a Sunday, it shall be observed the following Monday. If a Holiday falls on a Saturday, it shall be observed on the preceding Friday. No work under any circumstances shall be permitted on Labor Day without prior approval from the Union. Any work performed on Holidays shall be on a voluntary basis and no worker shall be penalized for choosing not to work said days. All work performed on Holidays, except Labor Day, shall be paid at double time rates as stipulated in this Agreement. All work performed on Labor Day shall be paid at two and one half (2 1/2) times the Taxable Net Wage.

## **ARTICLE 11 STEWARDS**

1. **Appointment:** Stewards shall be designated on all jobs where more than eight (8) employees are required by the Business Manager/Secretary Treasurer. An OSHA 30 certification shall be required prior to becoming a Steward. The Employer shall make available to such designated Steward the names and locations of jobs in progress and the number and names of bargaining unit employees employed on such jobs. The intention of this article is to select a Steward from regular employees of the individual Employers. Stewards shall be selected from employees who have worked for the Employer for at least six (6) months. This rule does not apply to new signatory contractors, out of area contractors, or to contractors who have been found to be in violation of the CBA within the last year by the Grievance and Arbitration Process.

2. **Duties:** The duties of the Stewards shall be as follows:

- a) To see that the provisions of this Agreement are observed;
- b) To receive and endeavor to adjust at the first step, all grievances which may be submitted to him/her;

- c) The Steward is to work with the tools of the trade.
- d) The Union Steward shall be allowed reasonable time per day or shift to carry on any activities necessary to discharge their duties. They shall have authority to check identification of workers employed on the job performing work subject to this Agreement. The Employer shall not dismiss or otherwise discipline any Steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the Steward or giving evidence with respect to an alleged violation of this Agreement. The Steward may be relieved of his or her duties at any time at the discretion of the Union. A Shop Steward shall be advised of all shifts.

3. **Overtime:** Job Stewards shall be offered first opportunity for all overtime worked for the job they are currently assigned for which they are qualified.

4. **Layoff:** The Job Steward shall be the last employee to be laid off or terminated (other than for just cause) excluding supervision for the job they are currently assigned and qualified. The Employer must notify the Union at least twenty-four (24) hours (one (1) business day) prior to layoff or termination of Steward.

## ARTICLE 12 TRUST FUND CONTRIBUTIONS AND ADMINISTRATION

### 1. TRUST FUNDS

This Agreement, and any renewals or extensions thereof, require the Employer(s) to make payments to the following trusted funds for each employee covered by this Agreement for all hours worked and/or paid, with the exception of all hours paid related to Nevada Law SB312. It is understood that up to 40 hours a year per Employee paid on behalf of paid time off under SB312, may be paid with no contributions being made to the Trust Funds.

- a) International Union of Painters and Allied Trades Industry Pension Fund (“Pension Fund”);
- b) Finishing Trades Institute (“FTI”);
- c) Finishing Industries Labor Management Partnership (“FILMP”);
- d) Employee Painters Trust (“Health & Welfare Fund”) or designated Health and Welfare Fund;
- e) District Council 16 Northern California Journeyman and Apprentice Training Trust Fund (“JATTF”);
- f) Labor Management Cooperation Committee (“LMCC”);
- g) 401K Southern Nevada Glaziers and Fabricators Pension Trust Fund

The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are

duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement, commencing with the 1st day of February, 2021 and for the duration of the Agreement, and any renewals or extension hereof, the Employer agrees to make payments to the applicable Pension Funds for each employee covered by this Agreement, as follows:

**2. Contributions:**

- a) Starting with the first hour of employment and for each hour or portion of an hour for which an employee receives pay, the Employer shall make contributions to the funds as outlined in Wage Schedule "A".
- b) Effective February 1, 2021, and each year thereafter, the 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.

Should a majority of the Journeymen, Foremen and Apprentices covered by this Agreement elect, by a majority vote to increase the pension contribution, the Employer(s) agree to increase the contribution rates as appropriate and to decrease the wage rate set forth in this Agreement by a corresponding amount. This provision does not apply to material handlers; their contribution rate shall stay the same for the duration of this Agreement.

Should the Board of Trustees of the Employee Painters Trust (or designated Health and Welfare Trust Fund) determine that the contribution rate(s) need to increase to maintain benefits at any time during this Agreement, the Employer agrees to pay up to the first twenty-five cents (\$0.25) of the increase in contribution rates. The remainder of the contribution rate increase shall be funded with a corresponding decrease in the wage rate set forth in this Agreement or a diversion from a negotiated wage increase, if timely. Effective February 1, 2015 the parties agree to participate in the temporary disability program provided by the Employee Painters Trust. Such Program shall be jointly managed and administered by the board of Trustees of the Health and Welfare Trust Fund.

3. The payments to the Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each respective Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declarations of Trust as though it had actually signed the same.

**4. OTHER FUNDS**

The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Labor-Management Cooperation Committee, Industry Promotion Fund, DC 16 STAR Fund, Administrative Dues Check-Off, International Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues

Check-Off, and of the IUPAT PAT-PC deductions pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreements of the Employee Painters Trust Health and Welfare Trust Fund.

**5. Locally Administered Trust Funds**

There are multiple Trust Funds that have been established by the parties. The Purpose, Powers and Duties of said locally administered Trust Funds are contained in their individual Trust Documents.

**6. Employer Trustees**

The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the Funds listed above such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid trust indentures.

**7. Union Trustees**

The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Funds listed above such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid trust indentures.

**8.** All contributions to the Funds described in this Article hereof which are made from hours worked, shall be deemed due and payable on the 15<sup>th</sup> day of the month following the month in which the hours were worked. The Trustees of each respective Fund may require, and the Trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund.

**9.** If the Employer fails to make contributions to any of the Funds described in this Article hereof within thirty (30) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorneys' fees and such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause. It is understood that Employer shall not be assessed liquidated damages until the expiration of the 30-day period referred to in this paragraph 8.

**10.** Each of the respective Funds described in paragraph 1 hereof shall, at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as a deduction for income tax purposes.

**11. Bonding**

Effective December 1, 2013, each Employer that is signatory to this Agreement shall provide to the Administrator of the Trust Funds a surety bond in the amount of fifty-thousand dollars (\$50,000) to guarantee payment of Trust Fund obligations. The Administrator shall be vested with the authority to increase or reduce the amount of the surety bond based on size of the Employer and/or contribution history. It is understood that the Surety Bond shall be no less than ten-thousand dollars (\$10,000) and no more than

one hundred-thousand dollars (\$100,000). Any new signatory contractor for the first year will be required to provide a one hundred-thousand dollars (\$100,000) Surety Bond.

## **ARTICLE 13**

### **OTHER FUNDS**

#### **1. Dues Check-Off**

Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement, dues in the amount specified in the applicable Union's Bylaw provisions, and to remit said amount to the Union in the following manner.

- a) The Union will notify the Employer in writing of the amount of dues specified in the Bylaws, and will submit to the Employer a copy of the Bylaws or the applicable bylaw provisions.
- b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the Bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
- c) On or before the 15th day of each month, the Employer will remit to the Trust Fund Administrator the entire amount of dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.
- d) The Union agrees to furnish the Employer with authorization cards for each Employee for the deduction when filed with the Employer.

#### **2. Labor-Management Cooperation Committee**

The parties have agreed to create a committee whose purpose is to enforce prevailing wage compliance and promotion of the industry in the State of Nevada. The program shall be funded by contributions to be made as follows: for each hour worked twenty-five cents (\$0.25). The Business Manager/Secretary Treasurer of IUPAT District Council 16 shall appoint all Labor Trustees. The Employer hereby irrevocably designates as its representatives on the applicable Boards of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreements and Declarations of Trust, as amended from time to time. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though they had actually signed the same. Contributions shall be made pursuant to the provisions of Article 12.

#### **3. IUPAT-Finishing Industries Labor-Management Partnership**

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

- a) For each hour or portion thereof, for each employee covered under this Collective Bargaining Agreement, the Employer shall pay five cents (\$0.05) payable to the Trust Fund. Contributions shall be made pursuant to the provisions of Article 12.

#### **4. Voluntary Payroll Deduction of Political Contributions**

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

- a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to PAT-PC. Contributions shall be made pursuant to the provisions of Article 12.
- b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees and probationary employees.

#### **5. STAR Program**

There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to promote the High Performance High Value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).

- a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
- b) The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour worked or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 12.

#### **6. Industry Promotion Fund**

- a) Effective February 1, 2010, all Employers who are signatory to this Agreement shall make contributions to the So. NV PDCA/FCA Industry Promotion Fund established July 1, 1973. Contributions shall be thirty-five cents (\$0.35) per hour.
- b) It is understood that membership in the PDCA/FCA is voluntary and Employers will have the choice of being a member or proxy to another association of the Employer's choice (a non-So. NV, PDCA/FCA Association). The contributions required under this Article shall be made available to the Association of the Employer's choice.
- c) Contractors shall serve a thirty (30) day written notice of their desire to leave the So. NV, PDCA/FCA and to have their contributions directed to another Proxy. This notice can be

served anytime during this Agreement, unless the parties have entered into formal negotiations.

- d) It is agreed that these funds are not to be used for any anti-labor activities.

## **ARTICLE 14 NO LOCK-OUT OR STRIKE CLAUSE**

1. During the term of this Agreement, the Union shall not call, engage in, sanction or assist in a strike against the Employer and the Employer shall not cause a lockout of the employees covered under the terms hereof.
2. All disputes and grievances involving the interpretation or application of the terms hereof shall be handled strictly in accordance with the procedure established under Article 17 (Grievance and Arbitration) of this Agreement.
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.
4. It is mutually understood and agreed that neither the Employer(s) signatory to this Agreement nor IUPAT District Council 16 shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves without the authority of the respective parties provided such action or conduct has not been specifically authorized, participated in, fomented, or condoned by the Employer(s) or IUPAT District Council 16, as the case may be.

## **ARTICLE 15 PAY DAY**

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 three (3) business days may be held back. No Employee will be required to pick up his paycheck on a non-working day or outside of normal working hours.
2. Any employee who is fired or laid-off due to lack of work shall be paid immediately, and any employee who quits shall be paid at the office of the Employer on the next regular pay day.
3. In the event of a strike, the unpaid wages of striking employees shall be due and payable in full the next regular pay day.
4. Each employee shall be provided a receipt or check stub indicating straight time hours, overtime hours, travel time, mileage and other reimbursements, amounts of vacation and holiday pay contributed to the trust funds and any and all deductions made from the employee's check each time the employee is paid. Each check stub or receipt is to display dates and pay period it covers.

5. Any procedures for the payment of wages not set forth in this section shall be governed by the Nevada State Labor Code.

6. It shall not be considered a violation of the no-strike clause of this Agreement for the Union to withdraw workmen from any Employer, if twenty-four (24) hours after demand has been made upon the Employer:

- a) The Employer fails to make payment of undisputed wages due to workers;
- b) The Employer fails to make payment of fringe benefit contributions;
- c) The Employer fails or refuses to file contribution report forms;
- d) The Employer tenders a check in payment of wages or fringe benefit contributions due, and upon presentation for payment to the bank or depository on which it is drawn, payment is not made;
- e) The Employer fails or refuses to acknowledge properly presented notice of violation.

7. For employees requested to report to the job site, all paychecks will be delivered to the job site on pay day. If however, the employee is required to pick up paychecks at the Employers shop, paychecks will be there no later than 5:00 pm on Friday.

8. It is understood that the normal established pay day is every Friday. The exception is if a recognized holiday falls on a Friday, pay day will be on the day preceding the holiday.

## **ARTICLE 16 GRIEVANCE AND ARBITRATION**

1. For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

2. Such grievances shall be handled in the following manner:

- a) The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative within ten (10) working days to discuss the grievance.
- b) If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it shall be submitted to the Grievance Resolution Committee. Said Committee shall be comprised of two (2) representatives designated by So. NV PDCA/FCA, and two (2) representatives designated by the Union. In the event the parties are unable to resolve the grievance, then at the request of either party, the matter shall be submitted for arbitration by written notice to the other party within fifteen (15) working days from the date of the Grievance Resolution meeting.

**3. ARBITRATOR**

If the parties cannot reach agreement on an impartial Arbitrator, either the Union or the Employer may request the Nevada State Conciliation Service to submit a list of five (5) Arbitrators to the parties. The list shall contain only established Arbitrators in the state of Nevada. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator.

**4. HEARING**

The impartial Arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute.

**5. AMEND AGREEMENT**

The Arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement.

**6. EXPENSE FOR ARBITRATION**

The party losing the arbitration shall pay the Arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript if requested by both parties shall be shared equally. If there is any question who lost the arbitration, the Arbitrator shall decide who shall pay the expenses of the Arbitrator whether in whole or in part.

**7. FOURTEEN DAY LIMIT**

Matters not presented to the Employer in writing within a period of fourteen (14) working days after the knowledge of the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

**8. UNION ECONOMIC OR LEGAL ACTION**

In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of this Agreement. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the Union if prior to the taking of such action the Employer has raised a question concerning the interpretation, application or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund, or escrow account to be held by the Trust until the matter is resolved under the procedures set forth herein.

**ARTICLE 17  
JOB REGISTRATION**

**1. Job Registration**

The Employer shall register all competitively bid jobs with IUPAT District Council 16's office on mutually agreed upon forms. Said registration shall take place after the award of the project but in all cases prior to

manning the job. The Employer need not register jobs that require less than 480 man-hours. The Union acknowledges that all information gathered through the job registry shall remain confidential and shall not be disseminated other than in general terms.

## **ARTICLE 18 UNION OFFICIALS - ENFORCEMENT OF AGREEMENT**

1. The Business Representative or duly authorized representative of the Union shall be allowed to visit the Employer's shop or jobs for the purpose of ascertaining whether or not this Agreement is being enforced. This right shall be exercised reasonably. The Company shall be notified at the commencement of a shop visit. Nothing in this Article shall be interpreted as a waiver by the Union of any rights granted to it under State or Federal Law regarding the administration of this Agreement.
2. The Company will provide space on bulletin boards for posting notices of Union business. Such notices must be submitted to the Company for approval before posting.
3. Any job site visitor should go through proper orientation or security procedures that are required by GC's or owners of the property.

## **ARTICLE 19 TRANSPORTATION**

1. All Employers must furnish adequate transportation to all out-of-town jobs for their employees and where transportation is furnished by the Employer it shall be safe and adequate and shall conform to the requirements of the Nevada Motor Vehicle Department and applicable State Law.

Employees may be permitted to use vehicles owned or controlled by such employees for the purpose of transporting employees, provided prior authorization is obtained from the Union. Employer shall cover all employees with industrial accident insurance protection to the full extent provided by the Workmen's Compensation Laws of the State of Nevada, and shall carry public liability, fire, theft, and comprehensive and property damage automobile insurance covering the Employer and the employee owner of the vehicle for any accident occurring during the use of said vehicle. These provisions shall also apply where others use the vehicle owned by the employee in the course of the Employer's business.

2. It shall be optional with the employees whether they will use their own vehicle for such transportation, and the Employer will not discriminate against any employee who does not wish to use his/her vehicle. Employees will not be permitted to transport materials or shop supplied equipment to or from jobs. This does not apply to incidental sundries that may be kept in a workers toolbox or pouches.
3. All vehicles shall comply with the State safety regulations.
4. Employees operating a vehicle shall have a valid current operator's license applicable to such vehicle.

## ARTICLE 20 TRAVEL TIME, TRAVEL EXPENSES & SUBSISTENCE

1. Travel Time –The established city limits of Las Vegas, North Las Vegas, Henderson, Stateline/Primm and Boulder City shall be travel "free zone". Should the Employer perform projects in Laughlin or Mesquite that are five (5) days or less in duration, those projects shall be considered to be "free zone" projects. If projects in Laughlin or Mesquite are greater than five (5) days in duration, those projects will not be considered "free zone" projects and the terms of this Section shall be applied. It is also understood that the provisions of Section 2 of this Article shall apply to projects performed in Mesquite and Laughlin, regardless of project duration. The Employer is not responsible for any travel time or pay to employees reporting to a jobsite in a travel 'free zone'.

a) On all other jobsites, travel time shall commence and shall be paid as follows:

- 1) The current IRS reimbursement rate per mile from downtown Las Vegas.
- 2) All mileage fees are to be paid by separate check or shown as a separate item on a paycheck.
- 3) The Employer agrees to provide full compensation for any employee's out-of-pocket expense incurred during the course of business for the Employer, i.e. parking, bridge tolls, mileage, etc.
- 4) Travel time is not to be construed as working time and shall be shown as such on the check, not considered as work time.
- 5) When an employee is hired or is currently working on a jobsite where travel time is paid and the Employer, or a representative of the Employer, fails to properly notify said employee not to report to the job site, then travel time shall be paid even though the employee performs no work.
- 6) If the construction job is classified as a subsistence job, the employee shall receive travel time to the jobsite on the first day of hire and travel time at the end of the job or the termination of such employee.
  - a) Travel time on subsistence jobs will be determined by the amount of time actually spent driving from Las Vegas Boulevard and Fremont Streets, to the jobsite at the legal rate of speed.
  - b) Any dispute involving travel pay shall be resolved through the Grievance and Arbitration Procedures as set forth in Article 16.

### 2. Subsistence

All jobs located 60 miles or more from downtown Las Vegas shall pay subsistence. If food and lodging are not available at the job site, in addition to subsistence, the employee shall receive travel time as provided for in this Agreement to the nearest location that food and lodging are available beyond a free zone of fifteen (15) miles from the job site.

- a) The Employer shall be required to provide furnished accommodations (if the Employer provides an apartment versus hotel rooms, the Employer will be required to provide adequate linens, pots, pans, dishes and cutlery). It is understood that accommodations are not to be occupied with more than two (2) workers per room or one (1) worker per bed.
- b) In addition to providing accommodations, the Employer shall be required to pay subsistence at the following rates: Work performed in Laughlin or Mesquite, Nevada: twenty-five dollars (\$25.00) per day that the employee is required to be out of town: Work performed in other jurisdictions: thirty-five dollars (\$35.00) per day that the employee is required to be out of town.
  - i) If the Employer does not provide housing for days on which no work is performed, the Employer shall be required to either provide airline tickets or pay travel time (as defined in Section 1, above) back to Las Vegas.
  - ii) If the Employer does provide housing for days in which no work is being performed, the Employer shall be required to pay subsistence for those days. Furthermore, if the out-of-town work is to exceed one (1) month and the Employer is providing housing in accordance with this Section, the Employer shall provide each employee affected either airline tickets or pay travel time (as defined in Section 1, above) back to Las Vegas for one (1) weekend each month or major portion thereof spent out of town (after the first month). Should the employee choose to travel back to Las Vegas more often than identified in this Section, he/she may do so at his/her own expense and on his/her own time.
  - iii) The Employer shall not be required to pay subsistence for days where the Employer is providing airline tickets or is paying travel time, unless the actual travel includes an overnight layover or actual driving time is twelve (12) hours or more.

## ARTICLE 21 MARKING OF VEHICLES

1. All Employer's production vehicles shall be identified with permanently affixed company identification, which shall be prominently displayed and readily visible from both sides of the vehicle. This will be the only acceptable vehicle from which a worker will be allowed to work.
2. It shall be the responsibility of the Employer to place and replace identification on all production vehicles. It shall be the Employer's responsibility to remove any identifying markings from vehicles no longer owned or used in the course of business.
3. Recognizing that conditions do occur when an Employer is temporarily in need of an extra vehicle, it is agreed that an Employer may use other vehicles owned by him/her or said firm or a commercially leased vehicle from recognized leasing agents for the transporting of workmen, tools, and materials.

**ARTICLE 22**  
**PROJECT AGREEMENT**

There may be established Project Agreements to cover the installation and repair of floorcovering in connection with Building Trades Agreements, single and multi-family units, and institutional agreements. This Agreement will define the project's location, working conditions for the employees and their rate of pay for such project work. For the purposes of this Article, multi-family units are to be defined as structures that are less than three (3) stories above grade in height.

**ARTICLE 23**  
**EQUALITY OF OPERATION**

*Favored Nations clause*

1. Should the Union enter into a contract with any individual Employer, which is more favorable than this contract, then any Employer who establishes and operates in the same manner shall be eligible to apply for and receive the same contract. In the event a more favorable contract as above set forth is limited to a particular geographical area covered by this contract, then, and in that event, the Paragraph shall apply only to work being performed in said geographical area. This clause shall not be applicable to work under project agreements or with respect to work existing in newly organized shops at the time such shops are organized. All signatory Employers will be notified within thirty (30) days in writing of any contracts signed.
2. For the purpose of organizing, District Council 16 may enter into an addendum to this Agreement using terms and conditions outside our Master Agreement allowing a new Employer to complete previously signed contracts or work in progress. Work in progress must comply with prevailing wage laws. Any agreement entered into between Building Trade Councils and property owners, builders and developers must comply with the existing Master Agreement. All new work and contracts entered into after initial signing of the Master Agreement or addendum must be installed under the full terms and conditions of the Master Agreement.
3. The above addendum shall have a duration period of no longer than eighteen (18) months and shall only be offered to Employers with a business address in the geographical area covered by the Union.

The above stated addendum shall be a "one time only" offer per Employer and shall be used exclusively for the purpose as stated above.

**ARTICLE 24**  
**SALE OR ASSIGNMENT OF BUSINESS**

1. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
2. The Employer agrees that in the event the Employer's business, in whole or in part, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such

transferee business and operation shall expressly and in writing assume the terms and conditions of this Agreement for the life thereof.

3. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. It is further understood that the Employer will only transfer, assign, lease, etc. the business if the transferee agrees to accept and assume, in writing, the Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc. of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or leaser, executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

4. 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.

5. All charges of violations of Section 4 above 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 binding resolution of disputes. As a remedy for violations of this section, the 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 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 Arbitrator under this section only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.

6. If, after an Employer has violated this Section, the Union and/or the Trustees of one (1) or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator 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 Joint Trust Funds, plus the costs of litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Section, which may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE 25 SAVINGS CLAUSE**

In the event that any provision of this Agreement is finally held or determined to be illegal or void by any applicable judgment or decree of a court of competent jurisdiction as being in violation of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this

Agreement, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

**ARTICLE 26  
EXCEPTIONAL CONDITIONAL PERMIT**

1. It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an "Exceptional Condition", and an Employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

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

**ARTICLE 27  
DURATION OF AGREEMENT**

This Agreement shall be in full force and effective from February 1, 2021 through March 31, 2024 and shall continue thereafter from year to year unless either party serves written notice upon the other no less than sixty (60) days and no more than ninety (90) days prior to the expiration of this Agreement.

**WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:**

**For the Union**

**For the Association**

IUPAT District Council 16

Southern Nevada PDCA/FCA





Representative Signature

Representative Signature

BM/ST

President

Title

Title

Robert A. Williams III

Thomas G. Pfundstein

Print Name

Print Name

Dated: 03/05/21

Dated: 3/8/2021

**For the Employer**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Dated: \_\_\_ / \_\_\_ / \_\_\_

**APPENDIX A**

Appendix A to the Floor Coverers' Master Agreement intends to exclude all Residential work.

The existing Appendix "A" and "B" shall be deleted. Upon ratification of this Agreement, the Employers will provide the Union any current projects granted under these Appendices. The notification will state the Job Name, Location, and Termination Date of said contract. Under this notification, the Employer will have the existing Market Recovery Appendix B Wage Schedule recognized as the appropriate wages for such hours worked on said projects until June 30, 2021. Any hours worked beyond June 30, 2021 and all hours that are not notified to the Union shall be paid under the Wage Schedule A.

Upon ratification of this Agreement, the Employers will provide the Union notification and a copy of any Contract signed before January 31, 2021. This notification will state the Job Name, Location, Man Hours, and Termination Date of said Contract. For projects that are properly notified to the Union, the existing "Appendix C" Wage Schedule shall be the appropriate Wages and Benefits for hours worked on approved projects until June 30, 2021. Should notification of any Contract signed before January 31, 2021 not be provided to the Union, all hours worked shall be paid under Wage Schedule A.