



EUREKA CALIFORNIA

FLOOR COVERING

MASTER AGREEMENT

BETWEEN

DISTRICT COUNCIL 16

AND

EMPLOYERS OF LINOLEUM, CARPET  
AND SOF TILE WORKERS

EFFECTIVE JANUARY 1, 2024 - JUNE 30, 2026

# **COLLECTIVE BARGAINING AGREEMENT**

This agreement, entered into this 1<sup>st</sup> day of January 2024 between Signatories, first party, hereinafter called the 'Employer' and the Linoleum, Carpet and Soft Tile Workers - District Council 16, Local Union 1237, Eureka California of the International Union of Painters and Allied Trades, AFL-CIO, party hereinafter referred to as the 'Union'.

## **WITNESS:**

Whereas, the Union and the Employer, in the interest of the general public, desires the maintenance of a sound and harmonious relationship between them for the future.

Now therefore, the parties hereto agree as follows:

## **ARTICLE 1 JURISDICTION**

1. By way of illustration and not limitation, the jurisdiction applies to all work including and related to the installation of resilient floor, wall, and ceiling materials commonly referred to as carpet, linoleum, vinyl, luxury vinyl flooring, rubber, cork, asphalt, vinyl composite mastipave, synthetic grass, prefinished hardwood, laminates, engineered wood, all applications of pre-finished and laminate floors, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile, or liquid form.

Installation on floors, walls, ceilings, stairs, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, sport fields, area ways, all other like or similar applications, whether permanent or temporary.

Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floor covering industry.

Preparatory removal of floor covering, wall covering, adhesive and underlayments. The sanding, patching, sealing, and priming of the installation surface.

Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds, or any material used as a base for the finished surface.

Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging, and all other accessories, and related sundries.

Repair, finishing, coating, sculpturing, insets, maintenance, and such other processes relating to the industry.

2. The terms and conditions contained in this Agreement shall apply uniformly to all such work performed within the territorial jurisdiction of the Union.

## **ARTICLE 2 OUT OF AREA WORK**

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in the 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 a current effective agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situation covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

- (a) The contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area.
- (b) Employers signatory to this Agreement shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement through the use or device of another business or corporation which such Employer controls or through the use or device of a joint venture with another Employer or contractor in any outside area without first consulting with the Union for the purpose of establishing to the Union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of such Employer, and if the Union is not so satisfied, the Union has the option of canceling the Agreement.

## **ARTICLE 3 OUT OF AREA EMPLOYERS**

Employers from outside the jurisdictional area of the Union party to this Agreement shall employ not less than fifty percent (50%) of the workers from the Local Union having the work and area

jurisdiction of the job site. All jobs must maintain at least a fifty percent (50%) - fifty percent (50%) ratio.

1. When an employer whose principal place of business is outside the jurisdictional area of the Union party to this Agreement and said Employer brings steady employees from the outside area, the employees shall not go to work until they have a referral slip from the Union party to this Agreement and shall be paid in accordance to the proper Hybrid Wage Schedule A.

## **ARTICLE 4**

### **UNION RECOGNITION AND UNION SECURITY**

1. The Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform bargaining unit work and that the Union is that collective bargaining representative for such employees. The Contractor specifically agrees that the Union has offered to demonstrate its majority status or has done so and it is establishing or has established a collective bargaining relationship within the meaning of Section 9-(a) of the National Labor Relations Act by this Agreement and or by the execution of previous Agreements.
2. It shall be a condition of employment that all workmen covered hereby shall become and remain members in good standing of the Union on or after eight (8) days employment whether continuous or accumulative.
3. All workmen accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular monthly union dues and admission fees uniformly paid by other members in the same classification in the Union in accordance with its rules.
4. In the event that a workman fails to render the admission fee or that a member of the Union fails to maintain his membership in accordance with the provisions of this section, the Union shall notify the Employer, in writing, and such shall constitute a request of the Employer to discharge said individual worker within seventy-two (72) hours after receipt.
5. In the event the Employer fails or refuses to discharge said individual workman within 48 hours after being notified by the Union, the Union shall be free to remove all workers from working for this Employer until said individual workman is discharged. If the Union chooses to withdraw all workers as authorized in this Section, it shall not constitute a violation of any actual or implied "no strike" obligation under this Agreement.

## **ARTICLE 5**

### **PICKET LINES**

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. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line of the Union party to this Agreement, and including lawful primary picket lines at the Employer's own place of business or jobs.

1. Recognizing the "Special problems" in the Construction Industry based upon the close relationship between contractors and subcontractors at the job site of the construction, alteration, painting, or repair of a building, structure, or other such work and the friction that is created when Union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-Union employees are employed and which would require the employee to work "shoulder-to-shoulder" or along side the non-union employee or employees, or refuses to remain on such a job site when non-union employees are engaged in such construction on the job site. This clause shall apply only to job sites where the Union's members are working, whether it be on a construction site of the Employer or at any other job site.
2. If any employee leaves the job site due to due to this Article, no Employer shall be held responsible for wages or fringe benefits after such action has been taken.

## **ARTICLE 6**

### **Territorial Jurisdiction**

1. The territorial jurisdiction covered by this Agreement shall be compromised of the Northern California Counties of: Humboldt and Del Norte.

## **ARTICLE 7**

### **TRADE PRACTICES**

1. As a condition precedent to qualifying as an Employer under this Agreement every Employer shall:
  - (a) Have a designated principal 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; and
  - (b) An Employer's shop for the purpose of this Agreement shall be defined as a location of the Employer's work at a shop or branch shop or plant where the Employer conducts the regular business covered by this Agreement including the existence of inventory, a telephone, electric power and toilet facilities, and a permanent office where regular business is conducted and where bargaining unit employees regularly work or report in and out. A construction jobsite location or a specific job shall not, under any circumstances, be considered a principal place of business. Unless the

initial term of the lease for the Employer's shop or branch shop or plant is for a period longer than one year or the Employer owns the property, then the location shall be deemed a construction jobsite and not a principal place of business or an Employer's shop or branch shop or plant. Furthermore, it is expressly understood that a signatory employer will not share a principle place of business, branch shop or storage facilities with a non-signatory contractor; and

- (c) Have an appropriate State of California Floor Covering Contractor's License, effectively in their 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; and
  - (d) Have adequate Worker's Compensation Insurance, which insurance coverage shall be evidenced by a Certificate of Insurance, which the Employer shall keep currently at their principal place of business.
2. Each dealer signatory hereto shall either hire all his own mechanics or contract out all his work to signatory labor shop; however, in the event that the Union is unable to furnish mechanics to a dealer or labor shop then they shall have the right to contract a specified amount of work, which shall not be in such quantity, as to cause any unemployment to any mechanics then employed by the dealer. Any mechanic becoming unemployed by reason of the dealer's misuse of the right to sub-contract, shall automatically become employed by the signatory labor contractor and shall remain employed until completion of the "specified amount" of work or until employee is called back to work by his last employer and shall remain employed until the completion of the sub-contracted work.
  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.
  5. 5. The Employer shall provide the customary shop equipment and shop supplies. The Employer shall provide such tools as is set forth in Article 10, Section b. All workers agree to care for all Employer furnished tools as if they were their own. Where a reasonable charge out system is employed, and where the tools are appropriately identified as the Employer's, the worker is to be responsible for such lost or damaged, (normal wear and tear excepted) Employer furnished tools.

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

1. The Normal Work day shall be eight (8) continuous hours with 30 minutes off for lunch and shall be between 6:00 a.m. and 6:00 p.m., Monday through Friday. All work performed on Saturday shall be paid at one (1) times the Taxable Net Wage and one half (1/2) times the Base Wage. All work performed on Sunday and Holidays shall be paid at one (1) times the Taxable Net Wage and one (1) times the Base Wage.
2. Shift Work shall be permitted under this Agreement and shall be paid at one and half (1½) times above the Taxable Net Wage. Shift Work shall be paid for any portion of an employee's eight (8) hour work day which falls outside of the Normal Work Day. The Employer shall notify the Director of Service of District Council 16 in writing by email prior to starting any Shift Work operation. Overtime rates shall be paid for all hours worked outside of the Normal work day if the Employer fails to notify the Union as described above.

## **ARTICLE 9 SHOW UP TIME**

Unless an employee has been notified by the end of his workday, he shall consider himself employed the following day. If an employee has been notified to report to and is not then employed, he shall receive two hours pay at regular rate, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have their current telephone number and address on file with the Employer. Prior notice to the employee provided for in this Section may be given in person, in writing or by telephone.

1. Mechanics shall not be employed for a period of less than one-half day (4 hours) from 6:00 a.m. to 6:00 p.m. Mechanics shall be paid for actual hours worked for after four (4) hours.

## **ARTICLE 10 TOOLS**

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 is reporting. Each worker shall procure and maintain the required tools at their own expense. The listing of appropriate tools of the trade are as set forth below:

**(a) Employee Furnished:**

Carpet Tools:

Awl, Base Mold Lifter, Carpenter's Hammer, Carpet Knife, Chalk Line, Hack Saw, Knee Kicker, Miter Box, Needle (straight & curved), Screwdrivers (flat & phillips), Sharpening Stone, Shears (carpet), Snips (metal), Spreaders, Stair Tool,

Stanley Knife, Staple Gun (padding), Strip Cutters, Tack Hammer, Tape Measure (25'), Thimble(s), Toolbox, Trimmer, 6' Straight Edge.

**Hard Surface Tools:**

Awl, Base Mold Lifter, Carpenter's Hammer, Chalk Line, Corner Scribe, Under Scribe, Dividers, Files, Fox Tail Brush, Hack Saw, Hook Knife, Linoleum Knives, Miter Box, Nail Set, Notched Spreader, Pin Scribe, Scraper (broad knife), Screwdrivers (flat and phillips), Sharpening Stone, Single Arm Roller (band), Snips (metal), Stanley Knife, Straight Edge (6'), Tape Measure (25') and Tool Box.

**(b) Employer Furnished as applicable to specific job or trade practices:**

Floor Sanders, Edger, Hand Trucks, Dollies, Linoleum Roller (in excess of 25 lbs), Hard Hats, Heat Seaming Iron, Power Stretcher, Power Saw, Power Seam Cutter, Power Stapler, Spot Nailer, Reserve Propane Tank, Safety Glasses and Tile Remover, Trowels (notched and finished), Tapes (50' & 100'), Torch, 12" Tile Cutter, Expendable Supplies to include, but not limited to, Blades (of any kind), Brads, Propane Gas, Nails, Pins, Screws, Staples and all vinyl welding tools, equipment and supplies, Customary Heat Seaming Iron to be furnished if employee's iron is not the shop standard.

2. The Union agrees that the Employer is in no way bound to keep in his employ any worker who proves to be incompetent and/or unsatisfactory in the branch of trade for which he or she is hired. When an employee is hired and is found to be incompetent or unsatisfactory, he or she, upon his or her discharge, shall be paid for the actual time worked.
3. No individual Employer shall work as a working employee for any other Employer. No employee may be loaned or transferred by an Employer to another shop unless reported to the Union.

## **ARTICLE 11 WAGES**

1. For Journeyman Carpet Linoleum Resilient Tile and all other floor covering layers:

1. Effective January 1, 2024, \$1.00 increase.
2. Effective July 1, 2024, \$2.50 increase.
3. Effective July 1, 2025, \$3.00 increase.

The wage rate for foreman shall be not less than five dollars (\$3.00) per hour above the straight time hourly wage scale for Journeymen. Employer will notify the Union in writing the name of each designated foreman.



2. In order to provide funds for Vacation, the employer agrees to pay to the designated depository the sum of eight percent (8%) of all gross wages, over and above all other compensation for all employees.
3. Each individual Employer and each Union Party to this Agreement hereby agrees to the continuation of the existing Group Health and Welfare Plan jointly administered by Management and the Union. Each individual Employer shall contribute to the Trust Fund established under said Plan seven dollars and eighty-five cents (\$7.85) per hour for each straight time hour worked forty (40) hours per week maximum under this Agreement by each of his employees. Worked holiday hours will be deemed straight-time hours worked for this purpose up to a maximum of eight (8) hours per holiday. No individual Employer shall be liable for contributions of any other individual Employer.
4. Both Employer and Union agree that the Trustee of the Plan can and do from time to time change the benefits and contribution rates. Therefore, during the life of this contract any benefit increase during the term of the agreement (other than already agreed herein) will be divided equally between the employer and the existing wage package.
5. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution to the IUPAT Union and Industry National Pension Fund in the amount of five dollars and-seventy-five (\$5.75) per hour in accordance with Article 19 of this Agreement. Effective January 1, 2024, the Employer contribution to the pension Fund shall be five dollars and seventy-five cents (\$5.75) per hour of which a total of one dollar and fifty-three cents (\$1.53) shall be allocated to the International Union of Painters and Allied Trades Industry Pension Fund for the sole purpose of deficit reduction.
6. As agreed in this newly ratified contract between the employer, the employees and a representative of the Carpet Resilient Floor Coverers Union Local 1237 as their Collective Bargaining Agent, it is understood that should the employees exercise the option of having a higher amount taken from their new hourly wage increase from that year, to be allocated into their Pension Fund instead of having the entire hourly wage increase applied to their payroll check, they should have the right to request it to their employer for further review of that option as agreed by both parties.
7. The bargaining parties expressly agree that Employees covered by this Agreement shall not receive any additional benefits for the California Paid Sick Leave Statute (Labor Code 245-249) and any other city, county or local paid sick leave ordinance that can be waived or opted out of through collective bargaining.

## **ARTICLE 12**

### **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 pay check 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 within seventy-two (72) hours.
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. If an Employer does not have an office within the jurisdiction covered by this Agreement, the employee shall be paid at the office of the appropriate Local Union.
5. 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.
6. Any procedures for the payment of wages not set forth in this Section shall be governed by the California State Labor Code.
7. 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 after twenty-four (24) hours after demand has been made upon the Employer: (a) The Employer fails to make payment of undisputed wages due to workmen. (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.

## **ARTICLE 13 APPRENTICES**

- (a) Apprentices shall be paid a progressive increasing scale of wages based on a percentage of Journeyman's Taxable Net Wage as follows:

1 <sup>st</sup> six (6) months: 50%	6 <sup>th</sup> six (6) months: 75%
2 <sup>nd</sup> six (6) months: 55%	7 <sup>th</sup> six (6) months: 80%
3 <sup>rd</sup> six (6) months: 60%	8 <sup>th</sup> six (6) months: 85%
4 <sup>th</sup> six (6) months: 65%	9 <sup>th</sup> six (6) months: 90%
5 <sup>th</sup> six (6) months: 70%	10 <sup>th</sup> six (6) months: 95%

- (b) Apprentices shall receive full benefits except Vacation/Holiday and Pension contributions which shall be based on their respective percentage of Journeyman's contributions.

(c) 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. The Employer may utilize up to one (1) Apprentice to each one (1) Journeyman or fraction thereof with previous written authorization of the JATC, but shall not be below the 1:3 ratio across the shop.

(d) No Apprentice shall be recognized as an Employer, nor shall they be allowed to work as a Leadman or supervise any other workers. No Apprentice with less than two (2) years of experience on the job shall be permitted to work on a job unless a Journeyperson is working on said job.

(e) No Apprentice shall be sent to out-of-town work that will interfere or prohibit them from attending school classes or appearing before the JATC after due notice has been given.

(f) No Apprentice shall be allowed to drop their Apprentice Card and take out or apply to the Union for a Journeyman's Card, unless permission has been granted by the JATC.

(g) No Employer shall be allowed to hire an Apprentice as a Journeyperson if the Apprentice has been suspended, dropped, or cancelled by the JATC, unless permission has been granted by the JATC.

(h) When an Apprentice is not worked by an Employer for three (3) consecutive working days (project or weather delays, Holidays, DDOs, and weekend excluded), the Apprentice has the right to put their name on the Out-of-Work List and seek their own employment with other signatory Employers. When Employment is ended by the Employer, the Employer shall provide the JATC with a separation notice. The notice shall be on documents provided by the JATC.

## **ARTICLE 14**

### **DISTRICT COUNCIL 16 NORTHERN CALIFORNIA JOURNEYMAN & APPRENTICE TRAINING TRUST FUND**

1. The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Journeyman & Apprentice Training Trust Fund ("Training Trust"). Effective on the date of this Agreement, all contributions for the Training Trust referenced in Wage Schedule A will be remitted to the District Council 16 Northern California Journeyman and Apprentice Training Trust Fund. The detailed basis of the administration of the Training Trust shall be pursuant to the agreements and trust declarations adopted by the Board of Trustees, which shall be binding upon all Employers' signatory to or bound by this Agreement.
2. The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours paid and or worked.

## **ARTICLE 15**

### **JOINT APPRENTICESHIP & TRAINING COMMITTEE**

1. In the territorial jurisdiction of the Union there is established one (1) Joint Apprenticeship Training Committee which shall consist of an equal number of members appointed respectively by the Northern California Floor Covering Association and the Union. The Committee shall oversee the apprenticeship system under the control of the Trustees of the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.
2. The duties of the Joint Apprenticeship and Training Committee may include, but are not limited to:
  - (a) Selection of applicants as provided for in selection procedures registered and approved by the State of California;
  - (b) Supervise the training of Apprentices under a program as defined by the Trustees and Trust Document;
  - (c) Supervise the training and upgrading of Journeymen. More specifically, the Committee shall develop and provide Journeyman upgrade and training programs that increase the knowledge, skills and job opportunities for Journeymen;
  - (d) Supervise the testing of Apprentices and Journeymen;
  - (e) To establish rules, regulations, and training standards for the Apprentice; and
  - (f) To implement disciplinary action within the rules and regulations.
3. Apprentices may be employed only in accordance with standards as set forth by the Joint Apprenticeship and Training Committee.
4. No Apprentice shall be hired by any Employer until both the shop and the Apprentice have been approved by the Joint Apprenticeship Committee.
5. Any violation of the JATC Standards shall be automatically deemed a violation of this Agreement.

## **ARTICLE 16**

### **HEALTH AND WELFARE FUND**

1. Be it further resolved that the signatory contractors agree that there is hereby granted a Welfare Fund to be known as the Employee Painters' Trust Fund. Effective January 1, 2024, Seven Dollars and Eighty-Five Cents (\$7.85) per hour shall be remitted for the hours worked by each employee in their employ.

2. All Employers shall file reports with the Welfare Administrator every month. Payment for all hours worked during the month shall be made no later than the fifteenth (15th) of the following month. Failure to comply with the above conditions shall constitute automatic violation of this Agreement.
3. Workpeople shall be notified and shall not continue to work for Employers who are in violation of this Article.
4. Any Employer who fails to make the payment for the insurance benefit as provided herein and in said Agreement shall be personally responsible to the employees herein covered for the benefits which would have accrued by such insurance coverage.
5. The Trustees shall be entitled to and may file legal action for the collection of any and all contributions and liquidated damages due and owing by any and all Employers hereunder, and in the event such action is maintained and filed, in addition to recovering of payments due and owing, liquidated damages and legal rate of interest, the Employer hereunder agree to pay all cost of such suit or suits together with reasonable attorney fees.
6. Employer's office personnel may be participants of this Fund.
7. Pursuant to the terms of the Employee Painter's Trust Fund documents, the Employer signatory hereto, hereby becomes a party to said Trust document and hereby agrees to be governed by the terms thereof and such amendments and extensions as may be made thereof or thereto.
8. If an Employer fails to make contributions to the Employee Painters' Trust Fund (Health and Welfare) after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with the Agreement and other provisions hereof to the contrary notwithstanding. The Employer is liable for payment under this Article and if the Union so desires, it shall not be subject to, or covered by any grievance or arbitration.
9. The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked and/or paid.
10. **Affordable Care Act Compliance:** The Bargaining parties authorize the Trustees of the Health and Welfare Trust to take such actions as are necessary to address any details required to fully comply with the Affordable Care Act. However, no benefits or terms of this Article or the Agreement as a whole may be reduced without mutual agreement of the Employer and the Union.

## **ARTICLE 17 VACATION FUND**

1. The parties agree that, contributions to the Holiday/Vacation Fund shall be transmitted to the current administrator who thereupon will deposit the money in the bank. These

contributions shall be made to a bank in the name of each individual worker and the bank shall set individual accounts for each employee. Interest on the accounts shall be paid to the employee.

2. Vacations shall be taken at a time mutually agreed upon by the Employer and employee.
3. In order to provide funds for vacation, the Employer agrees to pay to the designated depository the sum of 8% of all gross wages over and above all other compensation for all employees.

## **ARTICLE 18 HOLIDAYS & DESIGNATED DAYS OFF**

1. Double-time shall be paid for all work performed on Sundays. New Year's Day, Martin Luther King Jr. Day (3<sup>rd</sup> Monday in January), Presidents' Day (3<sup>rd</sup> Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving and Christmas. No work will be permitted on Labor Day except upon written approval of the Union. A holiday that falls on a Sunday shall be deemed to fall on the following Monday. A holiday that falls on Saturday shall be deemed to fall as the holiday on the prior Friday.

No discriminatory action shall be taken against any workman for his refusal to perform work on the holidays designated in this Section.

2. **DESIGNATED DAYS OFF** - In addition to the foregoing recognized holidays, there shall be four (4) Designated Days Off per year as designated below:
  - (a) February 16, 2024, May 24, 2024, July 5, 2024, August 30, 2024.  
January 17, 2025, May 23, 2025, August 29, 2025, December 26, 2025.  
January 2, 2026, February 13, 2026, May 22, 2026, September 4, 2026.  
January 15, 2027, May 28, 2027, September 3, 2027, November 12, 2027.
  - (b) By mutual agreement between the Union, the Employer, and the employee, DDO's may be worked at straight-time. The Employer shall notify the Director of Service of District Council 16 in writing by email including the signatures of those who will be working and where the work will be performed prior to starting work on any DDO. Overtime rates shall be paid for all hours worked on DDO's if the Employer fails to notify the Union as described above.
3. Then provisions for working straight time on DDO's as outlined above shall in no way be applicable to work performed on prevailing wage projects.

## **ARTICLE 19**

### **IUPAT UNION AND INDUSTRY PENSION FUND**

The only agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

1. Commencing with the 30<sup>th</sup> day of April 2011, and for the duration of the Agreement and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
2. For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of five dollars and twenty-eight cents (\$5.75) to the above-named Pension Fund; five dollars and twenty-eight cents (\$5.75) to be allocated to the IUPAT Union and Industry Pension Plan and \$0.00 to be allocated to the IUPAT Union and Industry Annuity Plan.
3. For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
4. 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, helpers, trainees and probationary employees.
5. The payments to the Pension Fund required above should be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
6. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
7. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees at any time conduct an audit in accordance with Article VI, Section 10 of the said Agreement and Declaration of Trust.
8. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement and other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with attorney fees and such penalties as may be assessed by

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

9. The Pension Fund and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.
10. The Employer and the Union hereby agree to the continuation of the existing IUPAT Industry Pension Fund ("National Pension Fund"). Effective July 1, 2023, 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.
11. 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.
12. Effective July 1, 2023, there shall be an increase of ten percent (10%) above the existing hourly contribution rate of four dollars and seventy-one cents (\$4.71) as of July 1, 2023. The ten percent (10%) increase shall include the aforementioned Constitutional increase, which totals forty-seven cents (\$0.47)
13. Effective January 1, 2024, there shall be an increase of ten percent (10%) above the existing hourly contribution rate of four dollars and seventy-one cents (\$4.71) as of January 1, 2022. The ten percent (10%) increase shall include the aforementioned Constitutional increase, which totals forty-seven cents (\$0.47).

## **ARTICLE 20**

### **SPECIAL ADMINISTRATIVE DUES FUND**

1. Effective June 1, 1971, the Employer hereby agrees to deduct from the weekly wages of all employees coming within the scope of this Agreement, a Special Administrative Dues in the amount of 3% of net wages. Such payment will be payable at the same place and in the manner as called for in Article 21. Remittances shall be due between the first and the 15<sup>th</sup> day of each month succeeding the month for which deductions were made during the proceeding calendar month, provided that the employees have individually signed a valid authorization card authorizing such deduction.
2. The Union agrees to furnish the Employer with authorization cards for each employee for the deduction above referred to and such authorization shall be effective when filed with the Employer.



3. Effective June 1, 1978, or any subsequent June 1<sup>st</sup>, during the term of this Agreement, the Union shall have the right to instruct the Employer to increase the deductions, under this Article, to additional amounts.
4. The Union agrees to indemnify and hold harmless the Employer against any and all claims, demands, suits and liability that shall arise out of and by reason of this deduction made by the Employer in reliance upon the written authorization furnished to the Employer under the provisions of this Article.

## **ARTICLE 21**

### **ADMINISTRATION OF FUNDS**

This agreement recognizes the following Funds as established by Articles 14, 16, 17, 19, 20, 29, 30, 31, 32 and 33. It is the intent of this Article to describe the administrative responsibilities and procedures that apply to each of these Funds:

Health and Welfare Fund  
Pension Fund  
Vacation Fund  
Special Administrative Dues Fund  
IUPAT Finishing Trades Initiative  
Work Preservation Fund  
IUPAT Finishing Industries Labor Management Partnership  
Northern California Floor Covering Joint Apprentice Training Fund  
IUPAT PAT-PC  
Unity Action  
STAR Program

1. Payment of the amounts due under the foregoing Fund requirements shall be made monthly to a depository by the 15<sup>th</sup> of the following month for the pay periods ending in the previous month. Employers whose payments are not received by that time shall be considered delinquent.
2. Upon delinquency and default the Union shall consider the same as a substantial breach of this contract and shall immediately withdraw its members from the delinquent shop or take whatever action is appropriate to secure payments of the delinquent amounts and insure that further changes are not incurred until the delinquency is paid up. It is the intent of this Agreement that the responsibility for enforcement of this clause shall be that of the Union. Employees removed from the job shall be compensated for time lost but not to exceed three days.
3. In addition, thereto, the Trustees may maintain legal action in an appropriate court for any and all of the following; an accounting, injunction, recovery of the delinquent payment, reasonable attorney and accountant's fees which Employer here agrees to pay, costs of suit and any other relief that may be appropriate under the circumstances. Nothing herein shall limit the right of the Union to independently take such action against

the delinquent and defaulting Employer as it deems necessary to enforce such payment, notwithstanding any no-strike clause in this Agreement, and such action by the Union shall not be deemed a breach of this Agreement. In the event the Union withdraws its members from the delinquent and defaulting Employer's employment the said Employer shall be liable for the earnings reasonable lost by this employees because of such action by the Union.

4. Each employer party hereto agrees to make the contributions to all of the before mentioned funds and make the required reports for each of his employees covered by this Agreement irrespective of where the job site is located. Such contributions shall continue during the term of this Agreement irrespective of where the job site is located. Such contributions shall continue during the term of this Agreement or any extension thereof.
5. Central Collections Systems  
"The Employer, shall with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the painters and IUPAT Finishing Industries Labor Management Partnership, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds or organizations, make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate form, in such format and with such information as may be agreed to by Central Collections".

## **ARTICLE 22**

### **TRANSPORTATION, SUBSISTENCE:**

1. All Employers must furnish adequate transportation to all local and out-of-town jobs for
2. their employees, and where transportation is furnished by the Employer it shall be safe and adequate and shall conform to the requirements of the California Motor Vehicle Department and applicable State Law.
3. Employees may be permitted to use their own vehicles for the purpose of transporting employees as provided for in Article 27. In every instance the Employer shall reimburse the employee at the current IRS rate per mile for all miles plus tolls and parking fees. The 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 California, 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 the vehicle owned by the employee is used by others in the course of the Employer's business.

4. All mileage fees are to be paid by separate check or shown as a separate item on a paycheck.
5. It shall be optional with the employees whether they will use their own vehicle for such transportation and any employee who does not wish to use his vehicle will not be discriminated against by the Employer.
6. All vehicles shall comply with the State safety regulations.
7. Employees operating a vehicle shall have a valid current operator's license applicable to such vehicle.
8. Employees will not be permitted to transport materials or shop supplied equipment to or from the jobsite in anything other than a company supplied vehicle.

### **Subsistence**

1. When employees are required to live away from their personal place of residence, in order to report for work when and were directed by the Employer, the Employer shall pay for in advance lodging, for each employee, plus subsistence in the amount of Sixty Dollars (\$60.00) per day, in advance, on a separate check.
2. Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
3. Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

## **ARTICLE 23 REMOVAL OF EMPLOYEES**

It is further agreed that if Union members who are covered by this Agreement are Withdrawn from employment upon the order of an officer, of an International or of District Council 16 with which they are affiliated, such withdrawal shall not constitute or be considered or construed as a violation of this agreement. Nonpayment of wages or any or all fringe benefits shall be grounds for work stoppage.

## **ARTICLE 24 GRIEVANCE AND ARBITRATION**

1. **DEFINITION AND PROCEDURE:**  
For all purposes of this Agreement, a grievance is any dispute or controversy between the Company, the Union and the employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.
2. **PROCEDURES:**  
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 company and shall meet with that representative to discuss the grievance.
- (b) If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party, to arbitration by written notice to the other party within fifteen (15) working days from the date of the above-referenced meeting.

**3. ARBITRATOR:**

If the parties cannot reach agreement on selecting an impartial arbitrator, either the Union or the Company may request the State of California Conciliation Service to submit a list of five (5) arbitrators to the parties. The list shall contain only established arbitrators in the state of California. 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 Company and any employee involved in the grievance or dispute.

**5. AMEND AGREEMENT:**

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

**6. EXPENSES 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 as to who lost the arbitration, the arbitrator shall decide who shall pay the expenses of the arbitrator whether in whole or in part.

**7. TWELVE (12) DAY LIMIT:**

Matters not presented to the Employer or the Union in writing within a period of twelve (12) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

**8. UNION ECONOMIC OR LEGAL ACTION:**

Such action shall be handled in the following manner:

- (a) In the event of a failure by the Employer to pay the wages or fringe benefits by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement, or concerning his obligation to pay, the Union

may seek 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 so desires, utilize the provisions of this Section with respect to the Employer.

- (b) Before resorting to any economic remedy as above permitted, the Union must give the Employer involved ten (10) business days written notice of its intention to take such economic action. No economic action may be taken by the Union prior, if prior to concerning the interpretation or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth within.

## **ARTICLE 25**

### **HIRING**

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, and pregnancy, disability or genetic information, national origin or age. It is also illegal to retaliate against a person because they complained about discrimination or harassment, filed a charge for discrimination or harassment, or participated in an employment discrimination or harassment investigation or lawsuit.

It is agreed that all union journeymen covered hereby shall be or become, not more than Eight (8) days after employment and remain continuously, members in good standing of the Union signatory hereto and on whose behalf this Agreement is executed as a condition of employment, and that all workmen who are members at the time of their employment herein under shall continuously remain members in good standing as a condition of employment.

1. The Employer shall have entire freedom of selectivity in hiring and, subject to the grievance procedure set forth in this Agreement, may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against any employee for any Union activity. When an employee is hired and is found to be incompetent, he or she upon his or her discharge shall be paid for the actual time worked.
2. In the employ of workmen for all work covered by this Agreement, the following provisions shall govern:
  - (a) The Union shall establish and maintain an open and non-discriminatory employment list for employment of workmen of this particular trade, indentured apprentices previously employed by Employers in the multi-employer unit included in this Agreement and non-member workers who may make application for a place on the list.

- (b) Whenever desiring to employ workmen, the Employer shall call upon the Union or its Representative, for any such workmen as they may from time-to-time need, and the Union or its Representative shall immediately furnish the Employer the required number of qualified and competent workmen needed by the Employer.
  - (c) The Union or its Representative will furnish each such required competent workman entered on said list to the Employer by use of a written referral, which shall be given by the Union to the workman dispatched, and will furnish such workman from the Union's open listing in the manner and order following:
  - (d) The specifically named workmen who have been recently laid off or terminated by an Employer now desiring to re-employ the same workmen provided they are available for employment.
3. Competent journeyman mechanics that have been employed by Employers within the units covered by this Agreement during the previous six (6) months.
- (a) Reasonable advance notice (but not less than 24 hours) will be given by the Employer to the Union or its Representative upon ordering such workmen, and in the event that within 48 hours after such notice, the Union or its Representative shall not furnish such workmen, the Employer may procure workmen from any other source or sources.
  - (b) If workmen are so employed, the Employer shall within 24 hours report to the Union or its Representative such workmen by:
    - Name of workman
    - Address
    - Social Security Number
    - Classification
    - Union affiliation, if any
  - (c) Non-union installers employed by the Employer for a period of eight (8) days continuously or accumulatively within the multiple employer unit and procured in accordance with this Agreement, shall become members of the Union signatory, hereto immediately, upon terms and qualifications not more burdensome than those applicable at such times to other applicants to the Union. All Union members covered by this Agreement shall as a condition of employment tender the full and uniform admission fees in effect in the Local Union. All workmen accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular monthly Union fees uniformly paid by other members in the same classification in the Union in accordance with its rules. In the event that a workman fails to render the admission fee or that member of the Union fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the Employer, and such notice shall constitute a request to the Employer to discharge said individual workman with forty eight (48)

hours, (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph, and the Employer shall discharge such workman at the end of such period.

#### 4. Top Workplace Performance Clause

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- (b) A termination shall not be considered a “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.
- (c) The provisions in subsections (1) and (2) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or alternatively, if there is no Joint Board, “composed of two (2) members appointed by the Business Manager/Secretary Treasurer of the District Council and two (2) members appointed by the Employer Association”] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.”

### **ARTICLE 26 SALE OR ASSIGNMENT OF BUSINESS**

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, purchasers and assigns/in the event that all or an effective controlling interest in the Employer’s business is sold, transferred, assigned, or if the Employer becomes a party to any joint venture, or if an Employer who was or is a sole proprietor or partner accepts employment as responsible managing officer of responsible managing employee(an agreement to so act shall constitute employment for the purpose of this Agreement), the Employer agrees that a condition and part of the consideration for such sale, transfer, or assignment, or entry into joint venture or employment shall be the agreement of the purchase, transferee, assignee, participants in the joint venture or Employer, as the case may be, to be bound by all the terms and conditions of this Agreement.

## **ARTICLE 27**

The Union shall not have any duty enforceable by law by reason of the contract to be Employers or to its members which shall give rise to negligent actions or damage actions against the Union by reason of any member of the Union, in the performance of his work, or in safety regulations, orders statutes, or laws in the course of performance of work. Any provisions in this contract notwithstanding, the right to inspect the job site and the provisions respecting competence and skill of workmen, is intended to apply in labor relations affairs and shall have no application or give rise to any rights or impose any duties with regard to negligent actions, or damage actions tribal by courts or juries in the civil courts.

## **ARTICLE 28 SAVING 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 29 WORK PRESERVATION FUND**

1. There has been created a separate and independent entity, the Painting and Drywall Work Preservation Fund 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 expand the work and job available to signatory Employers and employees, and to advance and preserve the industry by promoting high standards and fair competition. These purposes are consistent with those established under the authority of the Labor Management Cooperation Act of 1978, USC Section 175 (a) and 29 USC Section 186 (c) (9).
2. The affairs of the Work Preservation Fund are governed by a Board of Directors comprised of equal members representing labor and management, plus one neutral member, elected by a majority vote of the Board of Directors.
3. The Employer shall be obligated to pay for the work Preservation fund six cents (\$0.06) on each employee covered under this Agreement for each hour worked. A full hour contribution shall be paid on any portion of an hour worked. Pursuant to and under the terms of this Agreement, the Floor Covering Associations Trust Funds shall collect such contributions for the work Preservation Fund and shall thereafter each month forward said monies to the Work Preservation Fund.



4. Appropriate records shall be kept and maintained by both the Floor Covering Associations and the Trust Funds and the Work Preservation Fund as to the collection, transmittal and amounts of funds collected on forms to be provided exclusively by the Floor Covering Association Trust Funds. The parties agree that the contributions shall be transmitted to the current administrator.
5. The contribution rate shall be set forth in Schedule A and shall be paid on all hours worked and/or paid.

### **ARTICLE 30**

#### **IUPAT FINISHING INDUSTRIES LABOR MANAGEMENT PARTNERSHIP**

1. There has been established a Labor Management Partnership Initiative for the purpose of improving relationships within the floor covering and related industries. Effective, on the date of this Agreement, a minimum Employer contribution of ten cents (\$0.10) per hour for all hours worked and or paid has been adopted by the Northern California Floor Covering Association; on behalf of those of their regular members who have authorized their inclusion in the coverage of this Agreement and Employers whose primary place of business is located within the jurisdiction of the Union and will be binding upon all Employers signatory to or bound by this Agreement.
2. The contribution rate shall be set forth in Schedule A and shall be paid on all hours worked and or paid.

### **ARTICLE 31**

#### **FINISHING TRADES INSTITUTE OF NORTHERN CALIFORNIA & NEVADA TRUST FUND**

1. The Employer and the Union hereby agree to the continuation of the existing Finishing Trades Institute of Northern California & Nevada Trust Fund ("Training Trust"). Effective on the date of this Agreement, all contributions for the Training Trust referenced in Wage Schedule A will be remitted to the Training Trust. The detailed basis of the administration of the Training Trust shall be pursuant to the agreements and trust declarations adopted by the Board of Trustees, which shall be binding upon all Employers' signatory to or bound by this Agreement.
2. The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked and/or paid.
3. We hereby establish under this Collective Bargaining Agreement a provision for affiliation with the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of ten cents (\$0.10) per hour for each Journeyman and Apprentice employee covered under this Agreement.

## **ARTICLE 32**

### **VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTION**

1. Each member hereby authorizes and directs the employers to deduct from their pay the sum of five cents (\$0.05) for each hour worked and or paid, 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.
  - (b) For the purpose of this Article, each hour worked and or paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
  - (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but not limited to, apprentices, trainees, and probationary employees.

## **ARTICLE 33**

### **STAR PROGRAM**

1. There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") which has been organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purpose for which this corporation is formed is to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all awards 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, USC Section 175(a) and 29 USC Section 186(c)(9).
2. The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
2. The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour worked and/or paid or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 21.
- 3.

## ARTICLE 34 TERM OF AGREEMENT

This Agreement shall be in effect for the period of two years and six months January 1, 2024, to June 30, 2026, and from year to year thereafter unless it or any portion thereof is reopened by either party giving one hundred sixty (160) days' notice in writing to the other, prior to the expiration of the current year, or intention of reopen.


## ARTICLE 35

Should any part of this Agreement be in violation of or contrary to any existing or subsequently enacted legislation, such invalid Section or Sections shall be inoperative and of no force or effect, provided that the remaining portions of this Agreement shall remain in full force and effect notwithstanding.

1. It is further agreed by the parties hereto that should any portion, party or provision herein contained be invalid or an unfair practice and subsequently be validated by any future legislation or judicial interpretation, or by the repeal of any existing invalidating legislation, then the said invalid provision shall become valid and operative from the moment of its validation or from the effective date of the repeal of the invalidating legislation.

**EFFECTIVE THIS FIRST DAY OF JANUARY 2024**

**District Council 16**

  
\_\_\_\_\_  
Randy Rojas  
Business Representative

**Date**

4/24/24

Eureka Floor Carpet One  
\_\_\_\_\_  
Company Name (Print)

Michael Jacobson  
\_\_\_\_\_  
Employer Name (Print)

Michael Jurkovich  
\_\_\_\_\_  
Employer Name (Sign)

**Date**

4/24/24