



**HIGH PERFORMANCE**

**HIGH VALUE**

**NORTHERN NEVADA  
PAINTERS MASTER AGREEMENT**

**BETWEEN**

**DISTRICT COUNCIL 16**

**AND**

**THE INDEPENDENT PAINTING CONTRACTORS OF  
NORTHERN NEVADA**

**July 1, 2018 - June 30, 2021**

# Table of Contents

| <b>SUBJECT:</b>                                     | <b>ARTICLE:</b>      | <b>PAGE:</b> |
|---|----------------------|--------------|
| Amendments, Term, and Duration of Agreement         | Article 39           | 28           |
| Apprenticeship and Training Fund                    | Article 20           | 15           |
| Authority to Execute                                | Article 33           | 25           |
| Business Manager and Representatives                | Article 14           | 11           |
| Central Collection System and Increases to Benefits | Article 28           | 22           |
| Check-Off of Administrative Dues                    | Article 19           | 14           |
| Committees and Trusts                               | Article 16           | 12           |
| Counter Parts                                       | Article 41           | 29           |
| Definitions   | Article 6            | 5            |
| Drug Free Workplace                                 | Article 43           | 29           |
| Evasion of Standards                                | Article 36           | 26           |
| Favored Nations                                     | Article 37           | 27           |
| Grievance Procedure                                 | Article 32           | 25           |
| Health and Welfare Plan                             | Article 21           | 17           |
| Hiring Hall   | Article 17           | 12           |
| Holidays  | Article 8            | 6            |
| Hours of Work                                       | Article 9            | 6            |
| Inclement Weather                                   | Article 9, Section 4 | 7            |
| Labor-Management Cooperation Fund                   | Article 22           | 17           |
| Labor-Relations Committee                           | Article 40           | 28           |
| Maintenance Work                                    | Article 15           | 11           |
| On the Job Safety                                   | Article 31           | 24           |
| Out of Area Work, 50/50, and Joint Ventures         | Article 4            | 3            |
| Overtime  | Article 9, Section 5 | 7            |
| Painters Apprentices                                | Article 26           | 20           |
| Partnership Mergers                                 | Article 34           | 26           |
| Payment of Wages and Subsistence                    | Article 11           | 9            |
| Pension Plan  | Article 24           | 19           |
| Political Contributions                             | Article 23           | 18           |
| Preservation of Work                                | Article 35           | 26           |
| Recognition and Bargaining Unit                     | Article 3            | 2            |
| Recognized Contractors                              | Article 5            | 4            |
| Separability  | Article 42           | 29           |
| Shift Work  | Article 9, Section 3 | 6            |
| Shop and Job Steward                                | Article 13           | 11           |
| Show Up Time  | Article 9, Section 7 | 8            |
| Spray Regulations                                   | Article 29           | 23           |
| STAR Program  | Article 27           | 21           |
| Sub-Contracting                                     | Article 12           | 10           |
| Territorial Jurisdictional Area                     | Article 1            | 1            |
| Top Workplace Performance                           | Article 38           | 27           |
| Transportation, Travel Time and Subsistence         | Article 18           | 13           |
| Union Membership                                    | Article 7            | 5            |
| Wages   | Article 30           | 23           |
| Working Conditions                                  | Article 10           | 8            |
| Work Jurisdiction                                   | Article 2            | 1            |
| Vacation/Holiday Pay                                | Article 25           | 20           |

**PAINTERS MASTER AGREEMENT  
For  
DISTRICT COUNCIL No. 16**

**July 1, 2018 through June 30, 2021**

**PREAMBLE**

THIS AGREEMENT IS MADE AND ENTERED into the 1st day of July, 2018, by and between any Independent Contractor signatory hereto, and District Council No. 16, hereinafter referred to as the Union.

**WITNESSETH:** That for and in consideration of harmonious relations between the parties referred to and the Public and the maintenance of stability of the conditions of employment and other mutually beneficial relations, and for the purpose of prevention and peaceful adjustments of disputes and grievances that may arise from time to time and for the purpose of safety of the parties concerned, the parties hereto have agreed that the understanding hereinafter set forth shall be binding upon all of the parties hereto individually and collectively.

**ARTICLE 1  
TERRITORIAL JURISDICTIONAL AREA**

**SECTION 1.** This Agreement shall have jurisdiction over the following counties in Nevada: Washoe, Carson City, Douglas, Storey, Lyon, Mineral, Churchill, Pershing, Humboldt, Lander, Elko, Eureka and White Pine, and that portion of Lassen County in California, that lies Eastward of Highway No. 395, Northward to and including Honey Lake. This Local shall also have jurisdiction over the entire Tahoe Basin Area, including that portion of California which falls within the Tahoe Basin Area defined as follows (Following area, for reference purposes, shall be referred to as the Tahoe Area): Beginning with Echo Summit in California on Highway No. 50, then East to a line running North and South through Spooner Summit, Nevada, then North to a line running East and West through Mt. Rose Summit, Nevada, then West to the California border then North to the Truckee River, then West to a line running North and South through Donner Pass, California, then South to a line running East and West through Echo Summit, California, then East to Echo Summit, California.

**ARTICLE 2  
WORK JURISDICTION**

**SECTION 1.** Work jurisdiction shall be defined in the International Union Constitution, as follows:

- (a) All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers and gilders.

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.
  2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.
  3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.
- (c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

**SECTION 2.** Tools and Equipment: The operation and care of all tools and equipment used by all trades coming under our International Union's jurisdiction including brushes, rollers, spray painting equipment, miscellaneous hand and power driven tools including sandblasting equipment, ladders, scaffolding and other rigging, the operation and maintenance of all types of compressors.

**SECTION 3.** The forgoing is not all-inclusive and may be enlarged or otherwise changed by action of the General Executive Board of the International Union of Painters and Allied Trades in a manner not inconsistent with the express provisions of the International Union Constitution.

### **ARTICLE 3 RECOGNITION AND BARGAINING UNIT**

**SECTION 1.** The Employer recognizes District Council No. 16 as the bargaining representative of all the employees employed by the Contractors herein, wherever such employees may be employed

**SECTION 2.** It being understood that the principal place of business and employment of the Employer or Contractor is in the jurisdictional area of this Agreement, but that such Employer on occasions undertakes painting work in other cities and areas, on which occasions such Employer employs such additional employees, resident of such other city or area as the needs of the work require.

**SECTION 3.** This Agreement shall embrace, and District Council No. 16 shall be the exclusive bargaining representative for and on behalf of all the employees employed by such Employer or Contractor wherever and whenever employed during the terms of this Agreement, except supervisory employees and other employees excluded under the provisions of the National Labor Relations Acts as amended.

**SECTION 4.** It is recognized that all provisions of this Agreement are designed to ensure that the parties hereto will not directly or indirectly perform or undertake or accomplish any work described in this Agreement except in complete compliance with all terms and provisions contained herein. In such manner, the parties intend that the negotiated standards of this Agreement be protected against any actions which could by undermining threaten the maintenance thereof.

**SECTION 5.** District Council No. 16, in furtherance of the above, does hereby undertake to enforce its own Constitution and By-laws with respect to the individual members of District Council No. 16 and specifically should any individual member, or members, be found to be working as an employee of a non-signatory employer the effect of which is found to deprive signatory Employers of work then in that event District Council No. 16 shall upon such finding impose maximum sanctions against such individuals as allowed by the Union Constitution and By-laws. Should a signatory Employer have reasonable cause to believe that members of District Council No. 16 are working for non-signatory Employer the effect of which is to deprive signatory Employers of work then in that event the aggrieved Employer may bring a grievance against the Union and seek monetary damages arising as a result of the loss of such work and breach of Article 5, Section 6(a), which pertains to the above.

#### **ARTICLE 4 OUT OF AREA WORK, 50/50, AND JOINT VENTURES**

**SECTION 1. 50/50** - When the Employer or Contractor is engaged in work inside the geographical jurisdiction of this Agreement, or when an Employer or Contractor who does not have a permanently established shop within the geographical jurisdiction of this Agreement, performs work in the territorial jurisdiction of this Agreement, he shall employ not less than fifty percent (50%) of the men employed on such work from among persons who are employed the greater percentage of the time in such area.

**SECTION 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 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 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 situations 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.

**SECTION 3. Joint Ventures** - The Employer, party hereto, shall not attempt to engage in any work covered by the Agreement in any areas 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 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 area where such work is being

performed. If the Union is not so satisfied, the Union may resort to all available legal or economic recourse, including cancellation of this Agreement, notwithstanding any other provision of this Agreement.

**SECTION 4.** A workman who is assigned to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Financial Secretary or Business Agent of such Local Union that he is in their jurisdiction. This notification shall be in person, by telephone, or by mail, at least twenty-four (24) hours prior to starting work.

**SECTION 5.** Employers who maintain their shops outside the geographical jurisdiction of this Agreement shall notify the office of District Council No. 16 twenty-four (24) hours prior to commencing work in this area. Notification shall be made by telephone or mail.

## **ARTICLE 5 RECOGNIZED CONTRACTORS**

**SECTION 1.** An Employer is a Contractor, or any individual, firm, co-partnership, corporation, or any other Employer who contracts and supplies one or more journeymen and/or materials in the performance of the Painting and Decorating Industry in the area over which this Agreement shall have jurisdiction. Said party or parties must conform to all National Statutes and Departmental or Bureau Regulations affecting the Painting Industry. Also, said party or parties must carry a local City License in any city, town, or township, or incorporated area and maintain a State Painting Contractor's License, regardless of the major locations of the business. Said Contractor shall be classified as a resident of the area in which he is licensed but shall be controlled by the local working Agreement within the area involved.

**SECTION 2.** The Employer agrees that during the period of this contract he will employ one or more men, subject to the provisions of the contract. He agrees further that he will not work on any job without a journeyman in his employ. Only one partner or one Officer of a Corporation shall work with the tools as a journeyman.

**SECTION 3.** It is recognized that the maintenance of prevailing wages and working conditions is impracticable where Contractors themselves perform jobsite work of a type covered by this Agreement. Therefore, it is agreed that not more than one Contractor-Partner shall work with the tools.

**SECTION 4.** It is agreed by both party's signatory hereto that no signatory Contractor will be allowed to work for another Contractor as a Journeyman, nor will they recognize or agree to what is known as double identity, wherein a Contractor, at will, changes from a Contractor to a journeyman or vice-versa. Violations of the above paragraph will be basis for charges.

**SECTION 5.** Any Contractor who wishes to resume work as a journeyman must do so by appearing before the Local Union Executive Board and showing to the satisfaction of the Local Union Executive Board that the change is in good faith. Such Contractor resuming work as a journeyman will not be allowed to return to the contracting business for a period of one year.

**SECTION 6.** Members of the Union agree to work for Employers only if the Employers comply with all of the following conditions:

- (a) The Employer shall become a party to this Collective Bargaining Agreement and/or a bona fide Maintenance Agreement and shall evidence the same by signing this Agreement and/or a bona fide Maintenance Agreement.
- (b) In the event the Employer is signatory to a Collective Bargaining Agreement with another Local Union of the International Union in another area, he shall file a stipulation of compliance.
- (c) In the event the Employer is signatory to an International Agreement with the International Union, he shall abide by the terms of that Agreement.
- (d) The Employer shall not allow violations of applicable safety rules and shall assume the responsibility of safe and sanitary conditions for his employees. Employees shall cooperate with the Employer in observing safety regulations and use of safety equipment.
- (e) The Employer charged with a violation of grievance shall meet with the Business Representative of the Union, as set forth under Grievance Procedure, Article 31, Section 1, and if a settlement is not reached, shall appear before the proper Boards and governing bodies, at the stipulated time, as prescribed herein.
- (f) The Employer shall furnish the following information: Firm name -address - name of owner or owners, State Contractors License Number, Federal Employer's Identification Account Number, Compensation Insurance Carrier together with official certificate furnished by the Carrier, or Nevada State Industrial Insurance System Account Number.
- (g) No Employer may start any job, or employ any men, until this Agreement takes effect.
- (h) Upon signing of registration form applicant will be given a printed form of Agreement. Applicant is advised to read contents and will sign his name in the space provided on the last page, signifying that he has read and understands the terms and conditions of this contract.
- (i) Any and all work vehicles shall be signed in the following manner on both door sides: Name of Owner, or D.B.A., Business Address, Phone Number and State Contractor's License Number.

## **ARTICLE 6 DEFINITIONS**

**SECTION 1.** A journeyman is defined as one who has completed his apprenticeship or has passed the required examination given by an examination board set up for the purpose of determining his or her proficiency as a mechanic in the performance of duties pertaining to the Painting Industry.

## **ARTICLE 7 UNION MEMBERSHIP**

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

**SECTION 2.** Employees working for signatory Employers in the California portion of this Agreement, who are not members of the Union shall become members immediately following the

seventh (7th) day of such employment. Failing to become a member, upon proper notification to the Employer by the Union, such employee will be terminated immediately.

**SECTION 3.** All employees working the California portion of this Agreement shall maintain themselves in good standing with the Union as a condition of employment. Employees failing to maintain themselves in good standing shall be terminated by the Employer immediately after receipt of proper notice from the Union.

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

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

## **ARTICLE 8 HOLIDAYS**

**SECTION 1.** The following Holidays are recognized under the terms of this Agreement: New Year's Day, Memorial Day, July Fourth, Admission Day (last Friday of October in each year), Thanksgiving, and the day after Thanksgiving. No work will be permitted on Labor Day or Christmas Day under any conditions. When a Holiday falls on a Sunday, the Monday following shall be observed as the Holiday. When working in the Tahoe Area on the California side, California's Admission Day will be recognized as a Holiday; when working on the Nevada side, Nevada's Admission Day will be recognized as a Holiday.

## **ARTICLE 9 HOURS OF WORK**

**SECTION 1.** Five (5) days shall constitute a week's work. Eight (8) hours shall constitute a day's work, except when four (4) ten (10) hour days are worked. Hours of work shall be between 6:00 a.m. and 6:00 p.m., Monday thru Friday.

**SECTION 2.** Where, in any locality, existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier hour, such starting time may, with the mutual consent of the individual Employer and the Local Union in the area where the job is located, be made earlier. In such event the starting time agreed to must continue for the duration of the job, or until changed by mutual consent. The start of the day shift, as related to this section, will not be before 4:00 a.m.

**SECTION 3. Shift Work** - Shift work shall be permitted on new construction work only. In order to establish shift work the Contractor must notify and get the approval, in advance, of the Labor Relations Committee. The Contractor must notify the Committee of the shift, or shifts, contemplated, which shall be for a minimum of not less than five (5) consecutive days, Monday through Friday, of which one (1), two (2), or three (3) of the following shifts may be paid in accordance with Article 11, Section 7, of this Agreement. Shift hours shall be as follows:

- (a) First Shift , Day Shift, 8:00 a.m. to 4:30 p.m., with a lunch period from 12:00 p.m. to 12:30 p.m., eight (8) hours work at the regular rate of wages as listed in Article 30.
- (b) Second Shift, Afternoon Shift, 4:30 p.m. to 12:01 a.m., with a lunch period from 8:30 p.m. to 9:00 p.m., seven (7) hours work for eight (8) hour pay at the regular rate of wages as listed in Article 30.
- (c) Third Shift, graveyard shift, 12:30 a.m. to 7:30 a.m., with a lunch period from 4:00 a.m. to 4:30 a.m., six and one-half (6 1/2) hours work for eight (8) hours pay at the regular rate of wages as listed in Article 30.

**SECTION 4. Inclement Weather** - If an outside job is shut down due to inclement weather, such outside job, or jobs, may be manned, or worked, on Saturday and/or Sunday only by the employees who lost such time when the Job was shut down. Employees who do work on Saturdays and/or Sundays because of this circumstance must receive a permit from District Council No. 16 before working such job. Said employee, or said employees, may only work on said project that was shut down due to the inclement weather. This work shall be done on a voluntary basis and no employee shall be discharged or disciplined because of his refusal to work on said jobs on Saturdays, or Sundays. Straight time rate of pay shall apply to this section. If any employee works over eight (8) hours in a day, or over forty (40) hours in any week, the overtime rates shall apply, as provided for in this Agreement.

- (a) Employers who willfully violate the terms and conditions of this Article will automatically be fined Five Hundred Dollars (\$500.00), after a grievance has been heard, said fine to be paid to the Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee.
- (b) Employees who violate the terms and conditions of this Article will automatically be fined Two Hundred Dollars (\$200.00), after a grievance has been heard, said find to be paid to the Northern Nevada Painters and Allied Trades Joint Apprenticeship and Training Committee.

**SECTION 5. Overtime** - All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid at double time (2X). Any and all work performed in excess of the regular work day of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate. The Union will be notified when four (4) tens (10's) are instituted. Contractors whose work week starts after the normal Monday starting day will not be penalized for any additional overtime accumulated in a normal five (5) day week, Saturday, Sundays and Holidays excluded.

- (a) All overtime, except in full subsistence areas, shall be reported to the Business Representative.

**SECTION 6.** No employee covered by this Agreement shall report to any shop earlier than thirty (30) minutes, or on job site earlier than twenty (20) minutes before starting time.

- (a) When working five (5) eight (8) hour days, employees shall leave the shop by 4:30 p.m., or 6:00 p.m., according to starting time, regardless of whether tools are cleaned or not. If more time is needed to perform these duties, it must be taken prior to quitting time. When

working four (4) ten (10) hour days, quitting time will be based on the starting time of 6:00 a.m., or 7:00 a.m.

- (b) No Contractor shall request or allow any man, except foremen and apprentices, to do any shop work before 6:00 a.m. All shop hours worked before 6:00 a.m. will be paid at the time and one-half (1 1/2) rate.
- (c) Before starting any job prior to 6:00 a.m., the Business Representative must be notified.

**SECTION 7. Show up time** - Two (2) hours shall be paid any employee who is directed by a general field superintendent, owner, or dispatcher to start to work or show up to work and is not put to work unless a situation known as an Act of God shall arise. There will be no show up time paid for calling in or coming into the shop to inquire if there is work. There shall be a reasonable effort by each party to contact the other about any changes in work schedules.

**SECTION 8.** All other time, other than that mentioned, shall be considered overtime within the jurisdiction of this Agreement.

## **ARTICLE 10 WORKING CONDITIONS**

**SECTION 1.** No employee shall be required to work with any special coatings unless all of the following conditions are met:

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

**SECTION 2.** Rollers can be used in all materials.

**SECTION 3.** There shall be no limit on the length of spray extension poles.

**SECTION 4.** Employees who report for work at the time they are instructed by the Employer must be ready and able to work and shall be neat in appearance when reporting to work or no show up time will be allowed.

**SECTION 5.** Journeyman Painters shall report to work with the usual tools of the trade-duster, putty knife, broad knife, hammer, screw driver, pliers, clean white overalls and an extra pair of clean white overalls, caps and white shirts.

**SECTION 6.** Paperhangers will supply their own hand tools, excluding table, trusses, and paste machine.

**SECTION 7.** If an employee fails to report to work with the necessary tools or clothing, the Employer may buy such tools or clothing, present them to the employee, and deduct their cost from said employee's pay.

**SECTION 8.** Employees required to unload trucks, secure equipment, or take material inventory shall do so prior to quitting time.

**SECTION 9.** No open materials to be carried by Journeyman in his own vehicle, and no more than twenty (20) pounds at any one time.

**SECTION 10.** Employees are to be notified by Business Agent and Health and Welfare Trust that Employer has not paid into Trust Funds. If employees continue working for said Employer five (5) days after notification, said employees shall be subject to disciplinary action.

**SECTION 11.** Any employee, who may be discharged due to his activities in reporting violations of this Agreement, shall within five (5) days appeal to the Union, and if, after investigation, said charges are substantiated by the Union, written charges shall immediately be preferred against the Employer.

**SECTION 12.** No journeyman shall take day work except those journeymen who are over sixty (60) years in age or are disabled. All day work jobs shall be registered and recorded with the Union. Residential work is the only type of work that can be done by someone registering day work.

**SECTION 13.** It shall not be a violation of this Agreement for an employee to respect any legal picket line validly established by any bona fide Labor Organization, that has also been sanctioned by the Building Trades Council. Also, the Union party to the Agreement, has the right to withdraw employees subject to the Agreement whenever the Employer party to the Agreement is involved in a legitimate primary dispute with a bona fide Building Trades Craft Organization.

**SECTION 14.** If special situations arise, the union and the employer will meet to discuss special parking accommodations for that jobsite only.

## **ARTICLE 11 PAYMENT OF WAGES AND SUBSISTENCE**

**SECTION 1.** Friday shall constitute payday, including out-of-town work where subsistence is being paid.

**SECTION 2.** Wages shall be due and payable in lawful currency enclosed in an envelope showing the Employer's and the employee's name, hours worked, and the amount due, or by negotiable check payable on demand at par.

**SECTION 3.** Wages shall be paid not later than fifteen (15) minutes after regular quitting time.

- (a) One (1) hour waiting time will be charged for waiting over fifteen (15) minutes up to one (1) hours.
- (b) Two (2) hours waiting time after one (1) hour. Starting the following morning at 8:00 a.m., straight time shall be paid eight (8) hours per day, seven (7) days per week (30 day maximum) until paid in cash or certified check with slips showing deductions and signed by the Employer.

**SECTION 4.** Any Employer who fails to pay when wages or subsistence are due, or pays with a bad check, with willful intent to avoid payment shall pay waiting time at the double time rate, eight (8) hours a day. Seven (7) days a week, until paid in cash or by certified check with check stub or paper showing cash deductions and signed by the Contractor.

**SECTION 5.** Subsistence shall be paid on a separate check.

**SECTION 6.** The Employer issuing such checks shall provide reasonable facilities including identification for the cashing without charge or discount to the employee.

**SECTION 7.** All checks shall conform to all provisions pertaining to the payment of employees as required by Federal and State Laws.

## **ARTICLE 12 SUB-CONTRACTING**

**SECTION 1.** Two or more Employers -- The Employer parties to this Agreement hereby agree that no two or more Employers will be allowed to work for each other as employees. Painting Contractors will be permitted to sublet contracts.

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

**SECTION 3.** The Employer parties to this Agreement hereby agree that they will not contract any work covered by this Agreement unless the sub-contractor is properly licensed and signatory to this Agreement.

**SECTION 4.** The signatory Contractor in no event will permit the assignment of bargaining unit work on any job site to persons not in his employ or business concerns in an amount in excess of eighty percent (80%) of the total bargaining unit work required in the construction contract. For the purpose of this paragraph, the total monetary value of the production contract shall be deemed the equivalent of the total amount of the bargaining unit work provided for therein, this paragraph will be applicable with respect to any such assignment, whether in the form of a sub-contract or any other type business transaction. It is the intent of this paragraph to assure that at least twenty percent (20%) of the total amount of bargaining unit work required to perform a construction contract on any job site will be assigned to employees of the signatory Employer. It is the further intent of the parties that application of this Article be in accord with the Federal and State Law. The Employer warrants that this paragraph

will be strictly complied with and that any damages caused or costs incurred as a result of a violation thereof will be recoverable through the arbitration provisions of this contract.

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

### **ARTICLE 13 SHOP AND JOB STEWARD**

**SECTION 1.** The Business Manager/Secretary-Treasurer or his or her designee shall appoint a Shop Steward in all recognized shops and on all jobs where more than three (3) employees are required. These Stewards shall be designated as Shop Stewards or Job Stewards.

**SECTION 2.** The Union reserves the right to replace or name new Stewards at its discretion.

**SECTION 3.** It shall be the duty of the Shop or Job Steward to report to his Employer, or to the authorized Representative of the Union, any and all violations of this Agreement as well as violations of Federal and State Laws and Local Ordinances pertaining to this Agreement.

**SECTION 4.** The Business Agent shall be notified immediately of a layoff of a Job or Shop Steward, or Officer of Local Union No. 567. If the Business Agent feels that the Job or Shop Steward, or officers of Local Union No. 567 was discriminately laid off, he shall file a grievance in writing. If the result of the grievance hearing determines that the Job or Shop Steward, or Officer of Local Union No. 567, was laid off discriminately, the Job or Shop Steward, or Officer of Local Union No. 567, shall be reinstated with full back pay.

### **ARTICLE 14 BUSINESS MANAGER AND REPRESENTATIVES**

**SECTION 1.** The Business Manager/Secretary-Treasurer or Business Representative shall have access to the job during working hours for the purpose of checking compliance with the terms of this Agreement. He shall make every reasonable effort to advise the individual Employer or his representative of his presence on the job.

**SECTION 2.** No Business Manager/Secretary-Treasurer or Business Representative shall be discriminated against for performing his duties under this Agreement.

### **ARTICLE 15 MAINTENANCE WORK**

**SECTION 1.** District Council No. 16 hereby agrees that it will negotiate a Maintenance Agreement with any Employer who is, or will be, doing maintenance work and hiring maintenance employees.

- (a) Maintenance work shall be defined as the routine reoccurring work required to keep a facility, plant, building, structure, etc., in such condition that it may be continuously utilized in its original, or designated, capacity and efficiency for its intended purposes.

**ARTICLE 16  
COMMITTEES AND TRUSTS**

**SECTION 1.** All signatory parties to this Agreement hereby acknowledge that the following Committees and Trusts exist: Apprenticeship Committee, Health and Welfare, Pension Trusts, Labor-Management Cooperation Fund, Political Action Together – Political Committee, Vacation/Holiday Pay, STAR Program, and Administrative Dues Check-off.

**ARTICLE 17  
HIRING HALL**

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

**SECTION 2.** Upon receipt of such notice, the Union shall use its best efforts to furnish the required number of qualified and competent workmen. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, By-Laws, Rules, Regulations, Constitutional provisions or any other aspect or obligation or Union membership policies, or requirements. Such selection will be on the following basis:

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

**SECTION 3.** Any workman who feels that he has not been dispatched in accordance with the provisions of this Agreement may appeal to the Qualifications Committee, and the Committee shall have the power to reverse any decision of the Union with respect to dispatching. In any matter, as to which the opinion of the Committee is less than unanimous, a workman dissatisfied with the opinion may appeal to an impartial umpire. The umpire shall be selected by the State Conciliation service of the Department of Industrial Relations of the State of Nevada. The costs of any arbitration shall be borne equally by the workman and the Qualifications Committee. The decision of the Arbitrator shall be final and binding.

**SECTION 4.** For each workman dispatched, the Union shall send to the Employer, with the workman, or by mail a written referral slip. The Employer shall have the right to reject any job applicant referred by the Union, provided that he shall in no way discriminate against persons because of Union membership or activities, or race, color, sex, or creed. If the employee is not eligible for rehire, a termination slip shall be sent to the Local Union stating reasons.

**SECTION 5.** If the Union is unable to furnish qualified workmen within forty-eight (48) hours after an Employer calls for them, the Employer shall be free to procure workmen from any other source or sources. He shall, in such event, notify the Union within twenty-four (24) hours of the name and address of workmen so hired.

**SECTION 6.** In no case shall an Employer put a workman to work, without first receiving a referral slip from said workman. Employees as well as the Employers shall be responsible under this section. Phone call is acceptable.

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

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

**SECTION 9.** The Employer shall have the prerogative to pay such employees dispatched by the Union office minimum wage rates if the employee proves unsatisfactory or incapable of performing the required tasks.

**ARTICLE 18  
TRANSPORTATION, TRAVEL TIME, SUBSISTENCE**

**SECTION 1. Transportation and Travel Time -**

- (a) Contractors who have established shops out of the Reno and Tahoe area shall pay transportation and travel time from the seventy (70) road mile radius of their shops.
- (b) Travel time and transportation shall be paid portal to portal beyond the seventy (70) road mile free zone radius. Travel time shall be paid at the straight time rate from shop to job, from job to job and from job to shop.
- (c) Enclosed transportation (legal seating) shall be furnished, or the current IRS rate per mile paid for one (1) round trip for the duration of the job.

## **SECTION 2. Subsistence -**

- (a)** Any job over seventy (70) road miles from the Washoe County Court House shall be full subsistence – Seventy-Five dollars (\$75.00) per day, for days worked, or suitable board and room. One employee out of town will be reimbursed Ninety-five dollars (\$95.00) per day, for day's worked or suitable board and room.
- (b)** Subsistence shall be paid for all days that the employee works at the job area, including Saturdays, Sundays, and Holidays if worked. The only exception to the subsistence shall be when the employee has established a residence within ten (10) miles of the jobsite not less than ninety (90) days prior to the starting date of the job.

**SECTION 3.** Permanent, temporary shops and starting points if no permanent shop is established, as described in this Article shall be as follows:

- (a)** A permanent shop shall be defined as a shop of a permanent nature, established before July 1, 2008, with phones, office, office facilities, etc.
- (b)** Temporary shops shall be defined as shops set up for a particular job or project.
- (c)** An Employer who doesn't have a permanent shop shall use the Washoe County Court House as a starting and finishing point for travel time, transportation and subsistence as set forth in this Article.

## **ARTICLE 19 CHECK-OFF OF ADMINISTRATIVE DUES**

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

- (a)** Upon signing of this Agreement, the Union will notify the Employer in writing of the amount of Administrative Dues specified in the By-Laws and will submit to the Employer a copy of the By-Laws or the applicable By-Law provision.
- (b)** For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the By-Laws based on the number of hours worked during said payroll period and will accumulate said deduction to the end of the month.
- (c)** On or before the fifteenth (15th) day of each month, the Employer will remit to the bank designated by the Administrator to be turned over to the Union the entire amount of Administrative dues due and owing as to each employee for the month previous.

**SECTION 2.** When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters, other than the Union signatory hereto, and the By-Laws of that other Union contains a provision for Administrative dues or Business Agent "Assessment", the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job Administrative dues or Business Agent "Assessment" in the amount stated in that other Union's By-Laws and shall remit said amount to the other Union. In that event, that other

Union shall be acting agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the Check-off, the procedure specified in Section 1(a)-(c) will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of Administrative dues or Business Agent "Assessment" specified in its By-Laws and to submit to the Employer a copy of the By-Law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters, other than the Union signatory hereto, and the By-Laws of that other Union contains no provision for Administrative dues or Business Agent "Assessment", the Employer shall continue to be bound by Section 1.

**SECTION 3.** The obligation of the Employer under Sections 1 and 2 shall only apply as to employees who have voluntarily signed a valid dues deduction authorization card.

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

**SECTION 5.** On or before the twentieth (20th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

## **ARTICLE 20 APPRENTICESHIP AND TRAINING FUND**

### **SECTION 1.**

- (a) For the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund for each employee covered by this Agreement, as follows:
- (b) Commencing with the first day of July, 2018, for each hour or portion thereof, for which an employee received pay, the Employer shall make a contribution of Twenty-Five(\$0.25) to the above named Fund.
- (c) For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (d) 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, journeyman, trainees and probationary employees.
- (e) The payments to the Fund required above shall be made to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund, by the fifteenth (15<sup>th</sup>) of each month for the previous month.
- (f) The payments to the Fund required above shall be made to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund which was established under an

Agreement and Declaration of Trust. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

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

**SECTION 3.** If an Employer fails to make contributions to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund within twenty (20) 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 other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure of any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

**SECTION 4.**

- (a) Commencing with the first day of July 2018, and for the duration of this agreement, and any renewals or extensions thereof, from the funds collected in the aforementioned manner, the Trustees of the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund, shall hold in trusts the sum of Ten cents (\$0.10) per hour, for each hour Or portion thereof for which an employee receives pay, and remit said sum to the International Union of Painters and Allied Trades Finishing Trades Institute (IUPAT-FTI) at such regular period of time and in the manner and form as shall be determined by the Trustees of the IUPAT-FTI from time to time.
- (b) The payments to the Fund required in Section 4(a) above shall be made to the IUPAT-FTI, which was established under an Agreement and Declaration of Trust dated May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

**SECTION 5.**

- (a) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI, 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 Indenture.
- (b) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI, 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 Indenture.
- (c) The parties hereto further agree to be bound by all actions taken by the Trustees of the IUPAT-FTI pursuant to the said Agreement and Declaration of Trust.

## **ARTICLE 21**

### **HEALTH AND WELFARE PLAN**

**SECTION 1.** Each Employer covered by this Agreement shall pay to the Employee Painters' Trust the sum of Six Dollars and fifty six cents (\$6.56) per hour for each hour worked by each employee from July 1, 2018.

**SECTION 2.** The established security plan provided by the Employees Painters' Trust Health and Welfare Plan, or the plan in effect on July 1, 2018, is hereby made a part hereof and all signatories to this Agreement are bound by the terms of said Trust Agreement, which is incorporated herein by reference as though fully set forth herein.

**SECTION 3.** If an Employer fails to make contributions to the Employees Painters' Trust (Health and Welfare Plan) within fifteen (15) days 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 desire, it shall not be subject to, or covered by, any grievance or arbitration procedure, or any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

**SECTION 4.** The Employers shall not be responsible for a monetary failure of the Employees Painters' Trust (Health and Welfare Plan).

- (a) The Employers shall not be responsible for increases of contributions needed to maintain the current level of benefits, provided by the Employees Painters' Trust..

## **ARTICLE 22**

### **THE PAINTERS AND ALLIED TRADES LABOR-MANAGEMENT COOPERATION FUND**

**SECTION 1.** Commencing with the first day of July, 2018, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Fund ("Fund") for each employee covered by this Agreement, as follows:

- (a) For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution of Ten cents (\$.10) to the fund.
- (b) For the purpose of this Article and wherever similar language is used in this Agreement, each hour paid for, including hours attributed to show-up time and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

### **SECTION 2.**

- (a) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

- (b) The Employer hereby irrevocably designates as its representatives on the Board of Trustees such as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
- (c) The Union hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors.

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

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

### **ARTICLE 23 POLITICAL CONTRIBUTIONS**

**SECTION 1.** Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the 20<sup>th</sup> day of each month for the previous work month to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128. Contributions will be diverted from hourly wage rates pursuant to Article 28, Section 5.

#### **AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL CONTRIBUTIONS**

I HEREBY AUTHORIZE AND DIRECT MY Employer to deduct from my pay the sum of five cents (\$.05) for each hour that I receive pay as a contribution to the Political Action Together – Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send the "Combined National Fund," on or before the 15<sup>th</sup> day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to "Combined National Fund" and mailed to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to this contribution, should same occur.

This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer, that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fund raising and use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates

for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is only a suggestion and I may continue more or less and will not be favored or disadvantaged by the Union or my employer for doing so.

## **ARTICLE 24 PENSION PLAN**

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

- (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of Six Dollars and Thirteen cents \$ (\$6.13) to the above-named Pension Fund.
- (b) For the purpose of this Article, each hour paid for, including hours attributed to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to Apprentices, helpers, trainees, and probationary employees.
- (d) The payments to the Pension Fund required above shall be made to the "I.U.P.A.T. Union and Industry National Pension Fund", which was established under an Agreement and Declaration of Trust dated April 1, 1967. The Employer agrees to be bound by and to the said Agreement and Declaration of Trust, as though he has actually signed and same. Payments shall be made no later than the fifteenth (15<sup>th</sup>) of the month for the previous month.

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

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

**SECTION 4.** If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with Attorney's fees and such liquidated damages 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, if the Union so desires.

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

**SECTION 6.** The Employers shall not be responsible for a monetary failure of the I.U.P.A.T. Union and Industry National Pension Fund.

## **ARTICLE 25 VACATION/HOLIDAY PAY**

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

- (a) Upon signing of this Agreement, the Union will notify the Employer in writing of the amount of Vacation/Holiday Pay specified in the Wage Schedule A.
- (b) For each payroll period, the Employer will deduct from the taxable/net wage of each employee the amount specified in the Wage Schedule A based on the number of hours worked during said payroll period and will accumulate said deduction to the end of the month. Vacation/Holiday pay shall be deducted and paid on all hours worked.
- (c) On or before the fifteenth (15th) day of each month, the Employer will remit to the current Administrator the entire amount of Vacation/Holiday Pay due and owing as to each employee for the month previous.
- (d) The parties agree that, contributions to the Holiday and Vacation Fund shall be transmitted to the current administrator who thereupon will deposit the money in the bank. These contributions shall be made to a bank in the name of each individual worker and the bank shall set individual accounts for each employee. Interest on the accounts shall be paid to the employee.

## **ARTICLE 26 PAINTERS APPRENTICES**

**SECTION 1.** The members of the Local Joint Committee, having set up a program for the handling of an Apprenticeship system, have referred the program to the Local Joint Advisory Committee on Apprenticeship Training. Members of the Committee shall be selected by the group they represent. It shall be the duty of this Committee to work out rules and regulations for the control of Apprentices in the Painting Industry and decide all complaints having to do with Apprentices.

**SECTION 2.** In case of any dissatisfaction between a Contractor and an Apprentice regarding any decision of the Advisory Committee, it shall be the duty of the parties involved to appeal the matter to the Division of Apprenticeship, who shall be empowered to exercise disciplinary action when apprentices or Contractors refuse to comply with said rules and regulations.

**SECTION 3.** Employers shall be permitted to employ one (1) apprentice provided he has employed at least one (1) Journeyman Painter for a major portion of the previous year. An additional

apprentice will be permitted when the fourth (4th) Journeyman is employed. The ratio of apprentices thereafter shall be one (1) apprentice for three (3) Journeymen.

**SECTION 4.** It shall be mandatory for each Employer of five (5) or more employees to employ at least one (1) apprentice.

**SECTION 5.** All apprentices entering the trade after the effective date of this Agreement shall be bound to their Employer and/or Joint Apprenticeship Committee by contract in writing for a period of four (4) years, but shall be eligible for their journeyman's rating upon completion of three (3) years full apprenticeship, and only upon the complete approval of the Apprenticeship Joint Committee, in conformity with regulations established by the Division of Apprenticeship Standards, State of Nevada, adopted by the members of the Joint Committee.

NOTE: The term of Apprenticeship training shall be in accordance with standards set up by the State Apprenticeship Committee of the Painting Industry.

**SECTION 6.** Employers and members of the Council and/or the Union agree that all apprentices working at the trade shall attend vocational schools established for the training of said apprentices and assist in enforcement of all rules and regulations now in effect or hereinafter adopted by the Local Advisory Committee on Apprenticeship Training.

**SECTION 7.** All apprentices failing to attend class where schools are established on night or day designated by the Department of Education, except by legitimate excuse, shall be immediately removed from their work by an authorized Representative of the Joint Apprenticeship Committee and/or Local Union shall not be permitted to return to said work until a hearing has been held before the Advisory Committee on Apprenticeship Training and the matter settled to the satisfaction of said Committee.

**SECTION 8.** Any Employer who has been notified by the Apprenticeship Committee that his apprentice has been suspended from employment for not attending apprenticeship classes and continues to employ said apprentice shall be in violation of this Agreement.

- (a) All apprentices shall attend one hundred forty-four (144) hours per year as provided in this Agreement. All lost time shall be made up before Completion Certificate will be issued.
- (b) Any apprentice employed by a Signatory of this Agreement, who is not indentured will not be recognized as an Apprentice by the Apprenticeship Committee, or the Local Union.

**SECTION 9.** All apprentices sent to jobs shall be accompanied by a journeyman until said apprentice has had two and one-half (2 1/2) years experience at the trade. Apprentices shall not be placed in charge of jobs.

**SECTION 10.** Positively no apprentice shall be sent to out-of-town work that will interfere or prohibit him from attending school classes.

**SECTION 11.** No apprentice will work pulling paper over twenty (20) hours per week.

## **ARTICLE 27 STAR PROGRAM**

**SECTION 1.** There has been created a separate and independent entity, the STAR

(Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9). (a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management. 21(b) The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour worked or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 17.

**ARTICLE 28**  
**CENTRAL COLLECTION SYSTEM AND INCREASES INTO**  
**FRINGE BENEFITS, ADMINISTRATIVE DUES AND APPRENTICESHIP PLANS**

**SECTION 1.** There is a Health and Welfare Plan, a Painters and Allied Trades Labor Management Cooperation Fund, a Political Action Together – Political Committee, a Pension Plan, an Administrative Dues Check-off, a Vacation/Holiday Pay, Apprenticeship Plan, and STAR Program encompassed in this Agreement.

**SECTION 2. Central Collections System** - The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, 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 and organizations, make all required payments, either directly or through an intermediate body, to the ‘Central Collections’ Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

**SECTION 3.** Payments for the Pension Plan shall be for all hours, or fraction thereof, worked.

**SECTION 4.** In the event the majority of the members of Painters and Allied Trades Union Local No. 567 voted to increase the amount of contributions to the Check-off of Administrative Dues, the Employer shall, within thirty (30) days following receipt of such written notification from the Union, withhold the amount of such increase from the hourly wage rate then being paid and add the amount so withheld to the contributions specified in those Articles of this Agreement.

**SECTION 5. Increases Into Fringe Benefits** - In the event that the majority of the members of Painters and Allied Trades Union Local No. 567 vote to increase the amount of contributions to the Pension and/or Health and Welfare Plan and/or Apprenticeship Fund; and/or begin contributions to the Political Action Together – Political Committee, and/or increase the amount of contributions to the Vacation/Holiday Pay; the Employer shall, within thirty (30) days following receipts of such written notification from the Union, divert the amount of such increase from the hourly wage rate then being paid and add the amount so diverted to the contribution or contributions specified in those Articles of this Agreement.

**ARTICLE 29  
SPRAY REGULATIONS**

**SECTION 1.** It is recognized that unless regulated, the use of spray equipment is injurious to the health of the man concerned. However, it is agreed that in some instances herein specifically mentioned, the use of the spray equipment shall be permitted, provided that the use of every reasonable device and method be adopted to minimize the danger and hazard to the men involved and that all appropriate regulations of State and Municipal Departments, Commissions, and Industrial Accident Commissions be observed. And provided that all necessary precautions and safeguards are used, such as proper and approved U. S. Bureau of Mines masks, respirators, or air hoods, or when exhaust or suction fans are used to withdraw dangerous fumes, particles or mist.

- (a) No material containing lead shall be used for spraying purposes. Where ingredients are in doubt, the Labor Relations Committee shall have an analysis made. If the ingredients are found to be illegal for spraying purposes, the Contractor shall bear the expense of the analysis.
- (b) The Labor Relations Committee shall have the power to approve new materials that are presented on the market and proven to the satisfaction of the Labor Relations Committee that said materials cannot be brushed.

**SECTION 2.** Without permit: The use of spray shall be permitted without a permit from a Business Representative on the following surfaces and/or materials.

- (a) All textured and smooth surfaces may be sprayed. Contractors can use tools that are applicable to each job. All surfaces can be sprayed. Contractors must comply with all State and Federal Laws pertaining to OSHA. Any work pertaining to the size of the hand tools is to remain as set forth in this Agreement.

**ARTICLE 30  
WAGES**

**SECTION 1.** Journeyman wage rates per hour are as follows:

**CLASSIFICATION**

Brush/Roller Painter \$26.70

The following classification wage rates shall be \$2.00/hour above Brush/Roller Painter:  
Swing Stage 28.70

The following classifications wage rates shall be 5% above Brush/Roller Painter: (see wage schedule)  
Spray Painter, Faux Painter, Grainer, Marbleizer, Sandblaster, Paperhanger  
Structural Steel & Steeplejack 40' open space below  
(not to include stairways, tube steel, Q-decks, & trust joints  
worked off powered lift in enclosed building)  
Special Coating Application-Brush  
Special Coating Application-Spray  
Special Coating Application-Spray Steel

Special coating is a coating that requires the mixing of two or more products.

- (a) Wage Increases for Brush/Roller Painter will be as follows; Two Dollars (\$2.00) per hour increase for 7/1/2018 and Two Dollars (\$2.00) per hour increase for 7/1/2019 And One Dollar and Fifty Cents (\$1.50) on 7/1/2020

**SECTION 2.** Apprentice Painters shall be paid not less and not more than the percentage of the prevailing journeyman's wage, as follows:

Painter Apprentice

Effective July 1, 2018/hour

|  |         |
|--|---------|
| 1st 1,000 hours (55%)-----             | \$14.69 |
| 2nd 1,000 hours (60%)-----             | \$16.02 |
| 3rd 1,000 hours (65%)-----             | \$17.36 |
| 4th 1,000 hours (70%)-----             | \$18.69 |
| 5th 1,000 hours (75%)-----             | \$20.03 |
| 6 <sup>th</sup> 1,000 hours (80%)----- | \$21.36 |
| 7th 1,000 hours (85%)-----             | \$22.70 |
| Until Journeyman (90%)-----            | \$24.03 |

**SECTION 3.** Foreman's rates shall be as follows:

- (a) If three (3) or more employees covered by this agreement are on one jobsite, the employer must designate a Foreman.

(b) Foreman's wage rates

|                            |         |
|----------------------------|---------|
| Supervising: Three or more | \$29.20 |
| Six or more                | \$30.20 |

**SECTION 4.** Steeplejack work shall be defined as all work above forty feet (40') in height (heights to be defined as any area where a free fall, or open space below, may exist).

**SECTION 5.** On all Federal, State and or Public Works Projects subject to Davis Bacon or other prevailing wage statutes, the Union agrees to dispatch workers at the Davis Bacon or other applicable predetermined prevailing wage scale applicable to that area according to the regulations with the fringes to remain as per this agreement and or any successor agreement, provided the Employer has timely submitted an accurate wage survey to the Labor Commissioner in the year immediately preceding the bid.

## **ARTICLE 31 ON THE JOB SAFETY**

**SECTION 1.** In accordance with the requirement of the Occupational Safety and Health Act of 1970, it shall be the responsibility of the Employer and the employee to comply with safety rules contained herein. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that work related disease, sickness, death, injury or accident occurs.

**SECTION 2.** The Employer will not engage in any litigation against the Union, or a subrogation theory, contribution theory or otherwise, so as to obtain a money judgment from it in connection with any work related disease, sickness, death, injury or accident.

## **ARTICLE 32 GRIEVANCE PROCEDURE**

**SECTION 1.** Grievances of the Employer, employees, or the Union, arising out of interpretation, or enforcement of this Agreement shall be settled between the Employer directly involved and the Business Representative of the Union.

- (a) To be valid, grievances must be filed in writing within fifteen (15) calendar days of first knowledge of the facts giving rise to the grievance. After written notification of said grievance, a meeting between the Employer and the Union must take place and a decision rendered within five (5) calendar days.

**SECTION 2.** If a settlement is not reached within five (5) days, the matter shall be submitted to a board of adjustment, appointed as follows:

Two (2) members shall be appointed by the Employer involved, and two (2) members shall be appointed by the Union. In the event a majority of these appointees do not agree upon a settlement of the dispute within three (3) days thereafter, they shall mutually select a neutral Chairman, who shall be disinterested and not a member of the Union or engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Arbitration, and shall render a majority decision that shall be final, binding and conclusive upon all parties concerned.

If, within twenty-four (24) hours, the parties cannot agree on a neutral Chairman, such neutral Chairman shall be selected as follows:

The Federal Mediation and Conciliation Service shall be requested to submit the name of five (5) qualified arbitrators. Each party to the dispute, through their appointed representatives, shall have the right to reject two (2) of the names submitted and the remaining fifth person shall be selected as the neutral Chairman within twenty-four (24) hours after submission of the name of such qualified arbitrators.

The decision of the Arbitrator shall be final and binding.

## **ARTICLE 33 AUTHORITY TO EXECUTE**

**SECTION 1.** The undersigned Employer warrants, asserts, and agrees that this document is executed by him with full authority to represent and bind any firm, partnership, corporation, or other association engaged in work falling under the jurisdiction of this Agreement, of which he is a partner, officer, representative, or member.

**ARTICLE 34  
PARTNERSHIP MERGERS**

**SECTION 1.** If this Agreement is signed by the member of a partnership, it shall apply to them and each of them individually while such partnership exists. One partner only to be allowed to work with the tools of the trade, during the duration of this Agreement.

**ARTICLE 35  
PRESERVATION OF WORK CLAUSE**

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

**SECTION 2.** All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

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

**ARTICLE 36  
EVASION OF STANDARDS CLAUSE**

**SECTION 1.** The Employer party hereto shall not attempt to engage in any work covered by this Agreement through the use or device of another business or corporation which such Employer owns or controls or through the use or device of a joint venture with another Employer or Contractor 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 area where said device is sought to be used. If the Union is not so satisfied, the Union may resort to all available legal or economic recourse, including cancellation of this Agreement, notwithstanding any other provision of this Agreement.

## **ARTICLE 37 FAVORED NATIONS CLAUSE**

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

- (a) If it is mutually decided by a Committee of Contractors and District Council No. 16 that a job should be considered for a special job project agreement, said Agreement must be ratified by the membership of District Council No. 16. This special job project agreement applies to said job only.
- (b) Job project will encompass all industry work.
- (c) Employees must be eligible for hire from the hiring hall. Hiring hall procedures as set forth in Article 17 of this Agreement will be adhered to.
- (d) The job project agreement includes wages, hours and travel time. Subsistence/Zone Pay is per Article 17. Wages will be based on a percentage of the existing leadman scale.
- (e) The Contract and all pertinent information must be supplied so that the Committee may make an intelligent decision.

## **ARTICLE 38 TOP WORKPLACE PERFORMANCE**

### **SECTION 1.**

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- (b) A termination shall not be considered as “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of 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 39**

### **AMENDMENTS, TERMS AND DURATION OF AGREEMENT**

**SECTION 1.** This Agreement shall be in full force and effect from July 1, 2018 to and including June 30, 2021, and shall continue from year to year thereafter unless written notice of desire to cancel, or terminate, the Agreement is served by either party upon the other not less than sixty (60), and not more than ninety (90) days prior to July 1, 2021, or July 1 of any subsequent contract year.

**SECTION 2.** Where no such cancellation, or termination, notice is served and the parties desire to continue such Agreement, but also desire to negotiate changes, or revisions, in this Agreement; either party may serve upon the other a written notice not less than sixty (60) days and not more than ninety (90) days prior to July 1, 2021 or July 1 of any subsequent contract year, advising that such party desires to revise, or change the terms or conditions of such Agreement, and what those revisions, changes, terms or conditions are.

**SECTION 3.** The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

## **ARTICLE 40**

### **LABOR-RELATIONS COMMITTEE**

**SECTION 1.** The signatories to this Agreement agree to form a Labor-Relations Committee consisting of representatives of signatory Painting Contractors and members of District Council No. 16, to promote harmonious relations, insure adequate communications, and advance the proficiency and productivity of the workmen. This Committee shall meet quarterly to discuss and resolve problems relating to efficiency of operations as they may arise, to discuss any other matters that may be beneficial to our trade.

**SECTION 2.** District Council No. 16 shall select at least four (4) and not less than two (2) members to serve on the Committee. The signatory Contractors shall select at least four (4) and not less than two (2) Contractors to serve on this Committee. Labor Union Representatives and signatory Contractors may attend Committee meeting upon mutual consent of the Labor-Management Committee.

**SECTION 3.** This Agreement is made to ensure that working conditions and wages can become compatible in the Painting Industry and to promote a better relationship among Labor and Management. It is also our objective, through this Agreement, to promote the development of areas designated in our Master Agreement and to create a climate in which all projects utilize effectively the skills of our trade.

**SECTION 4.** It shall be recognized by both parties, Labor and Management, that harmonious relations are the result of responsible conduct of each individual and that these responsibilities and good faith will reflect our status to all we serve.

This Committee shall make recommendations to District Council No. 16, and all signatory Contractors pertaining to working conditions, wages, etc., to help promote our industry and effectively combat any crisis we may face.

#### **ARTICLE 41**

#### **COUNTER PARTS**

**SECTION 1.** This Agreement may be executed in multiple counterparts and where one counterpart is signed by the Employer, all such counter parts shall constitute, when taken together, one and the same instrument as if all such signatures were contained in the original.

#### **ARTICLE 42 SEPARABILITY**

**SECTION 1.** If any provision of this Agreement is declared invalid, or the application thereto any other person, circumstances, or thing is held invalid, the validity of the remainder of this Agreement and/or of the applicability thereof to any other person, circumstances, or thing must not be affected thereby. This Agreement is not intended to conflict with any existing Federal, State or Local laws.

#### **ARTICLE 43 DRUG FREE WORKPLACE**

**SECTION 1.** The Employer and District Council No. 16 has negotiated a drug free and alcohol free workplace policy for individuals covered by this Agreement. The policy is included in this Agreement as Attachment 1.



