

SAN DIEGO AREA
FLOOR COVERERS LABOR AGREEMENT

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
ON BEHALF OF
GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS
RESILIENT FLOOR AND DECORATIVE COVERING WORKERS
LOCAL UNION 1399

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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ARTICLES OF AGREEMENT

This Agreement is made and entered into and made effective January 1, 2023 by and between _____, hereinafter referred to as Employer, and Painters and Allied Trades District Council No. 36, I.U.P.A.T., AFL-CIO, on behalf of Glaziers, Architectural Metal and Glassworkers & Resilient Floor and Decorative Covering Workers Local Union 1399 of San Diego and Imperial Counties, hereinafter referred to as the “Union,” desiring to insure a continuance of amicable relations between Local 1399 and its Employers, both parties hereby mutually agree to maintain this Agreement.

PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationships between the Union and the Employer and to set forth herein the basic Agreement covering rates of pay, hours of work and all other conditions of employment to be observed between the parties hereto.

This Agreement has been consummated for the purpose of stabilizing the Floor Covering Industry and to promote continuity of work, to maintain stability in the conditions of employment and the continuance of mutually beneficial relations and for the purpose of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time. The parties hereto have agreed that the understanding hereinafter set forth shall be binding on all parties hereto both individually and collectively.

Now, therefore, in consideration of the promises and the mutual agreements hereinafter stated, it is agreed as follows:

ARTICLE I

UNION/MANAGEMENT RELATIONSHIP

Section 1. The Union is the exclusive bargaining representative of all employees performing work within the jurisdiction of the Union.

The jurisdiction of the Union is further defined in Article VIII hereinafter set forth and includes the territory of San Diego and Imperial Counties and San Clemente Island, California.

- A. The Union has requested that the Employer recognizes it as the Section 9 (a) representative of its employees. The Union has submitted or offered to submit to the Employer evidence that the Union has the support of a majority of the Employer’s employees, and the Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive collective bargaining representative under Section 9 (a) of the National Labor Relations Act of all full-time and regular part-time employees performing

all work described in this Agreement on all present and future job sites within the jurisdiction of the Union.

- B. In the event the language above is held not to create a 9(a) relationship, the following language shall apply. If during the life of this Agreement, the Union demonstrates to the Employer it represents the majority of the Employer's workers, the Employer agrees to recognize the Union's majority status, and this Agreement will be considered a Section 9 (a) Agreement for the purpose of the National Labor Relations Act.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. Geographical Area. This Agreement is effective within the geographical areas included within San Diego and Imperial Counties.

Section 2. Work Covered by This Agreement. Floor and decorative covering workers' work will include, but not be limited to: (1) measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base and/or underlayment(s) wherever it may be, all materials whether used either as a decorative covering, topping or as an acoustical appliance such as carpets of all types and designs, ("Carpet" means a manufactured article that is used in commercial or residential buildings affixed or placed on the floor or building walking surface as a decorative or functional building interior feature and that is primarily constructed of a top visible surface of synthetic or natural fibers or yarn or tufts attached to a backing system derived from synthetic or natural materials. "Carpet" includes, but is not limited to, a commercial or a residential broadloom carpet or modular carpet tiles and there padding underneath carpet as required by manufacture for warranties in roll sheet or interlocking form), sheet rubber, sheet linoleum, sheet vinyl, luxury vinyl tile (LVT), luxury vinyl plank ridged core (LVP), hybrid vinyl plank ridged core (HVP), hybrid vinyl tile (HVT) glue down, loose lay and click systems, laminate/prefinished engineered wood system flooring, rubber tile, linoleum tile, asphalt tile, cork flooring, interlocking tile, vinyl tile, vinyl composition tile, composition in sheet or tile form, top set base of any kind including profile rubber base, and all derivatives of above; artificial turf and its derivatives which includes but is not limited to the operation, maintenance and repair of the following equipment when used in the installation and removal of artificial turf, underlayment's and all its derivatives (Forklifts, Air Compressors and any attachments, Skid Steer, Skip Loader, Utility Cart/Top Dresser and Lay-Mor Ride on Sweeper thereof, all resilient seamless materials such as epoxy, polyurethane, plastics, resinous and liquid flooring and their derivatives whether poured on, sprayed on or troweled on components and systems; that have to do with concrete polishing toppings applied to floors. Installation of prefinished solid wood and solid glue down wood; (2) the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base and/or underlayment(s) where the above materials are to be installed or applied, such as drilling, plugging and slating for installing or fastening of carpet, the installation of all nosings, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid, which includes but is not limited to bead blasting, grinding, sanding, substrate

preparation and the application of all self-leveling, trowelable and board underlayments; (3) the removal of the aforementioned installed material from its base and/or underlayments as required by any means necessary; (4) the cleaning of rugs or carpets and all drapery, make-up and the installation of drapes and window treatments; (5) the application of moisture barrier and/or membrane in connection with the installation and flooring covered in this Agreement. All layout work including the use of any instrument or tool required for the work herein described.

Section 3. Subcontracting Work Covered by This Agreement. If any Employer sublets any work covered by this Agreement, provision shall be made in the terms of the subcontract for the work to be performed by the subcontractor in accordance with the terms of this Agreement. The purpose of this Section is to preserve and protect the work opportunities normally available to workers covered by this Agreement and to maintain and protect the standards and benefits of workers covered by this Agreement which have been negotiated over many years.

- A. Subcontracting Provision. The Employers agree that they will not subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation signatory to an existing current labor agreement with the Union. This Agreement will not limit the Employer's ability to originate contracts for goods or services. Furthermore, it is expressly understood and the Employers agree that beyond the general contractor and/or any of the entities whomever that are signatories to an existing, current labor agreement with this Union, there will be no subcontracting.

Whereas in the private market subcontracting provision the Union may make exceptions time to time to this clause in order to organize more shops and make labor agreements per project with a labor sub to complete the private work.

- B. Employer Liable if Subcontractor Does Not Perform Work in Accordance With This Agreement. If the Employer subcontracts work covered by this Agreement and the subcontractor fails to pay wages and fringe benefits in accordance with this Agreement, the Employer subcontracting the work out shall be liable for the payment of such wages and fringe benefits. Only after the Union provides written notice the subcontractor has failed to pay wages and fringe benefits and the Employer continues to use the subcontractor. The Union and the Benefit Funds will give the Employer a reasonable period of time to seek to get the delinquent subcontractor to comply with its agreement before taking any action against the Employer.
- C. Other Craft Work. It is further agreed that any job site work not covered by this Agreement contracted for by a signatory hereto, shall be performed by said signatory in accordance with the terms and conditions of the AFL-CIO collective bargaining agreement in effect for said work in the locality in which it is being performed provided said craft has in its collective bargaining agreement, a clause similar to this clause with the same meaning and intent.

- D. In the event the company is contractually required to use a proprietary product that cannot be sold or installed by anyone other than the company owning the product, that aforementioned subcontracting clauses shall not apply.
- E. Any employers working under the circumstances outlined below shall register his/her job(s) on the form provided by District Council 36.

1) An employer signed with Floor Covering Agreement with the International Union of Painters and Allied Trades outside the area described in Article 2, Section 1 of this agreement; or

2) Any employer who takes or lets any job subcontracted from a company that engages in manufacturing, sales or installation of flooring materials; or

3) Any signatory employer who is found to be delinquent in Trust Fund contributions in excess of sixty (60) days;

Said delinquent employers shall not only register each and every job with the District Council but the District Council shall have the right to place a Steward on each job being performed by the employer for a period of one year after all delinquencies are brought current.

The assessment of penalties for failure to register shall be determined by the Union or by a Labor Management Board established to arbitrate disputes under the Agreement (should one be established) and shall have the authority to adopt rules for the administration of this provision.

1st Offense: \$500

2nd Offense: \$1000

3rd Offense: Additional bond in the amount of \$10,000 or 125% of the amount of delinquent trust fund contributions, whichever is greater.

Fines listed above shall be payable at the discretion of the Union to either the Southern California Floor Covering Apprenticeship & Training Trust Fund.

Section 4. Out of Area Clause. 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, where no affiliated Union has a current Agreement covering such out-of-area work, the employer shall perform such work in accordance with the 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 5. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. If and when the Employer performs any work of the type covered by this Agreement within the geographical jurisdiction of this Union, under its own name or the name of another, as a corporation, sole proprietorship, partnership or any other business entity, including a joint venture, in which the Employer (including its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly (such as through family members) controlling or a majority ownership, management or control over such other entity, the terms and provisions of this Agreement shall be applicable to all such work. This Article is not intended to be the exclusive source of rights or remedies which the parties may have under State or Federal law.

Section 6. Preservation of Work.

- A. 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.

- B All charges of violations of Section 6 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.

- C. 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.

Section 7. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement and of employing every effort to expand work opportunities for signatory Employers and Union workers. Consistent with that recognition, the Union shall have the authority to enter Project Agreements that may amend, modify, and/or delete certain provisions of this Agreement including wages, hours, working conditions and methods of calculating compensation.

ARTICLE III **HIRING**

Section 1. Each Employer shall secure his employees from the Union hiring hall maintained by the Union. The Union shall maintain an open and non-discriminatory hiring hall and shall further maintain accurate employee availability lists from which employees shall be dispatched.

Section 2. Union Security. All workers covered by this Agreement shall be or become, and continuously remain, members in good standing of the Union on their eighth (8th) day of employment as a condition of employment. The Employer, on receipt of a written request from the Union, shall discharge within three (3) days any Employee covered by this Agreement who fails to become a member or fails to maintain his or her membership in the Union in the manner required for in this Agreement.

Section 3. If the Union is unable to supply qualified employees under Section 1 above, within twenty-four (24) hours after request or the time the job is to commence, whichever is sooner, the Employer shall have the right to hire from any source whatever, provided that any employee hired from such outside source, shall upon written notice from the Union, be subject to replacement within twenty-four (24) hours by an employee who qualifies under the provisions of said Section 1. If an outside employee is hired, in order to ensure continued flow of that one job he was hired for, he will be allowed to complete that one job without being subject to replacement.

This Section can only be used on private work that lasts for no longer than a two-week period.

- A. The Employer, when hiring from an outside source, shall provide to the Local Union hall employee's name, address, social security number and classification.

- B. Applicant not Union members, who wish to place their names on the hiring list, shall pay a reasonable fee to the Union to defray costs of operating the hiring hall. In no case shall this fee exceed the usual monthly dues of Union members.

Section 4. The Employer shall have the right to reject any employee from the availability list at the time the request for employee is made.

Section 5. The Union will post in appropriate places in the hiring hall and offices all rules governing the function and operation of the hiring hall, including the provisions of this Section.

Section 6. Any dispute concerning the interpretation of, or arising out of the application of this Article, shall be subject to determination under the provision of Article IV herein, provided that any such grievance may be filed by an employee or an applicant for employment as well as by an Employer or the Union.

ARTICLE IV **GRIEVANCE PROCEDURE**

All questions, disputes, and/or controversies arising with respect to the interpretation or application of this Agreement shall be adjusted and settled in the manner provided in this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1. The grievance of the employee (other than discharge) shall first be taken up between such employee and his immediate supervisor.

Step 2. Grievance involving discharge and all other grievances that are not settled in Step 1, shall be reduced to writing, signed by the complainant and presented by his Union representative to the Employer not later than fourteen (14) calendar days after the grievance arose, except disputes regarding pay shall have thirty (30) calendar days after the date the employee receives the check.

Step 3. Failing resolution under Step 2, the parties, by mutual consent may request the California Mediation and Conciliation Service to evaluate the position of the parties. The decision of the California Mediation and Conciliation Service shall not be binding, but shall be advisory only.

Step 4. The Arbitrator shall not have the power to make any awards changing, amending or adding to the provisions of the Collective Bargaining Agreement or the Pension and/or Insurance Trust Agreement. His jurisdiction shall be limited to hearing and determining cases arising out of the interpretation and/or application of this Agreement. The Arbitrator must render a written decision containing findings and conclusions, as well as an award within thirty (30) calendar days of the date of the close of the hearing, as the Arbitrator defines the close of the hearing. Should the Arbitrator not render his award within thirty (30) calendar days from the date of the close of the hearing, the Arbitrator shall not be

compensated at all for his participation in the matter, but the Arbitrator shall nonetheless as promptly thereafter as possible render a written decision containing findings and conclusions, as well as the award. The decision of the Arbitrator shall be final and binding on all parties. Parties agree to equally share the fee of the Arbitrator.

ARTICLE V

NO STRIKE OR LOCKOUT

Section 1. It is agreed that the Union shall not authorize a strike and the Employers shall not authorize a lockout, as long as the terms of this Agreement are lived up to.

Section 2. Nothing in this Agreement shall require Union members to cross a picket line established in connection with a labor dispute by a Union or Unions affiliated with the AFL-CIO, which has been sanctioned by the appropriate Building Construction Trades Council, or Labor Council.

Section 3. An Employer shall be denied the privilege of continuing to employ workmen under this Agreement, and such denial shall constitute a violation of this Article V under any of the following conditions:

- A. The Employer fails to make payment of undisputed wages due to workmen within twenty-four (24) hours after a written demand has been made upon the Employer for payment of such undisputed wage claims.
- B. The Employer fails to make payment of fringe benefit contributions or liquidated damages as required under Articles XII, XIII, XIV, XV, of this Agreement if the liability to make such payments is not in dispute and the Employer has failed to make such payment as is due within twenty-four (24) hours after written demand on the Employer for such payment; or
- C. The Employer fails or refuses to file contribution report forms required under the Articles enumerated under Subsection B above within twenty-four (24) hours following written demand upon the Employer for filing of such required forms; or
- D. The Employer tenders a check in payment of fringe benefit contributions due under this Agreement and upon presentation for payment to the bank or depository on which it is drawn, payment is not made and the Employer fails to replace such tendered check with a proper payment within twenty-four (24) hours after written notification by the Union to make such replacement; or
- E. If the Employer tenders a payroll check in payment of wages due under this Agreement and upon presentation for payment to the bank or depository on which it is drawn payment is not made, the Employer shall be obligated to reimburse the employee for all documented check charges which the employee incurs either at his own bank or at any other business establishment as a result of the Employer's dishonored check or the

employee's writing checks in reliance of the Employer's check. In addition, if the Employer refuses or fails to substitute cash for such tendered payroll check within twenty-four (24) hours after written notification by the Union to make such replacement, said Employer shall pay five per cent (5%) of the gross amount of the payroll check to the employee. Under the conditions of this Subsection, the workman is obligated to report failure to receive payment promptly.

ARTICLE VI

ADMINISTRATIVE DUES CHECK-OFF/MARKET RECOVERY

Section 1. Employer hereby agrees to deduct from the wages of all employees coming within the scope of this Agreement, a special administrative dues in accordance with District Council 36 Bylaws for each hour compensated for by all employees as called for in Article VII, Wages. Such payment will be payable at the same place and in the same manner as called for in Article XII, Apprentice and Training; Article XIII, Health and Welfare; and Article XV, Pension. Remittances shall be due between the first (1st) and tenth (10th) day of each month and shall be considered delinquent if not postmarked by the fifteenth (15th) day of the month succeeding the month for which deductions were made, provided that the employees have individually signed a valid authorization card authorizing such a deduction.

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. Each Employer who is a party to this Agreement hereby nominates and appoints the Administrators of the signatory Union Benefits Funds as its agents to receive all written assignments for wage deductions, for supplemental dues from members of the Union, and to receive all revocations thereof. The Employer shall transmit the supplemental dues deducted from wages, unless it has received notification from the Union to the contrary, and deposit such sums with the Administrators of the Benefits Funds and report the same in accordance with procedures agreed upon between the Administrators of the Benefit funds of the Union. The Union agrees to notify the last-known Employer of revocation.

Section 2. When an out-of-area Employer brings in a man from another area, the parties recognize that the Union must none the less police and enforce the Agreement for the benefit of the employee(s) of the out-of-area contractor. In order to defray the expense, it is agreed that Article VI, Section 1, shall apply to all hours worked by any out-of-area employee(s) covered by the contractor.

Section 3. Authorization Forms. Employee Automatic Renewal Authorization Form:

All Employers Signatory to a Collective Bargaining Agreement with District Council 36:

This is to authorize any of the various employers who are signatory to an Agreement with District Council 36, affiliated with the International Union of Painters and Allied Trades, including any renewal thereof, and by whom I may be employed under, and during the term of, such Agreement or any renewal thereof, to deduct from my wages and transmit to the District Council such amount as the District Council may certify to be due and owing from me as regular and/or administrative dues under the District Council's Bylaws, as amended from time to time.

This authorization and assignment shall be irrevocable for the period of one year following the date it was signed or until the current collective bargaining Agreement expires, whichever occurs sooner, shall automatically renew itself for successive yearly or applicable contract period thereafter, whichever is the lesser, unless between fifty 50 to sixty 60 days prior to any periodic renewal date I revoke this authorization by written notice to the District Council and to the Employer by whom I am then employed.

This is to further authorize said Employers, when I am working for them or any one of them within the jurisdiction of any Union affiliated with the International Union of Painters and Allied Trades other than my own District Council, to deduct from my wages the amount of administrative dues or business agent "assessment" (in the nature of dues), provided for in that other Union's bylaws, and remit such amount to that other Union; and if there is no provision for administrative dues or business agent "assessments" (in the nature of dues) in the Bylaws of that other Union, I authorize said employers to continue to deduct from my wages the amount specified in the first sentence of this authorization and remit the same to my own District Council.

The authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947.

The Union agrees to indemnify and hold harmless, the Company, against any and all suits, litigation, claims, demands, liabilities, damages, demands or penalties which may arise out of, or by reason of, any action that may be taken against the Company for the purpose of complying with the check off of this Section.

Section 4. Market Recovery Contributions. The Employer agrees to deduct each pay period from the paycheck of each employee covered by this Agreement, such amounts per hour, as determined by the Union on each hour worked set forth in Appendix A of this Agreement. In the event of any change in the amount of market recovery, the Employer shall be given a thirty (30) day notice prior to altering that amount.

ARTICLE VII **WAGES**

Section 1.

- A. Wages of regular employees are due and payable on the designated payday of each week no later than 4:30 p.m. No more than seven (7) days may be held back to allow the Employer to make up payroll. Occasional workers shall be paid in full when laid off. The out-of-town Employer shall have the employees' wages at the Union Hall or on the job site no later than 4:30 p.m. Upon failure of the Employer to pay at the stipulated time, waiting time shall be paid at the straight time rate. However, waiting time shall not exceed eight (8) hours out of each twenty-four (24) hours. This waiting provision shall not include any reasonable period of delay due to unforeseeable circumstances

including, but not limited to, acts of God, power outages, computer failures and the like, which result in temporary inability by the Employer to process payroll.

- B. Members of the Union shall report any waiting time to a representative of the Union no later than forty-eight (48) hours after wages are due and payable, excluding Saturdays and Sundays.
- C. Waiting time shall start as of the payroll date if check is returned to the employee marked insufficient funds.
- D. Checks or pay envelopes shall have a detachable stub or receipt that shall show the hours worked and the amount due. Such stub or receipt shall show the Employer and employee name and shall show straight time and overtime hours segregated and shall show all deductions, what they are and shall conform with Federal and State Laws covering income tax, Social Security deductions and State Unemployment Insurance.

Section 3. Paid Sick Leave – The parties to this agreement, on behalf of itself and its members, hereby expressly waive in their entirety each and every requirement and provision of the Healthy Workplaces, Healthy Families Act of 2014 (“the Act”), California Labor Code 245 – 249, Paid Sick Leave for Workers on Federal Projects (EO #13706), and any other city, county or local paid sick leave ordinance including any amendments to the Act and/or Order and any regulations, rules or policy statements regarding the Act and/or Order during the term of this agreement.

Section 4. Foreman. On a jobsite where ten (10) or more Journeyman or Apprentices are employed, for a duration of at least fifteen (15) working days, the Employer shall designate one (1) Journeyman as Foreman. A Foreman shall be responsible for the following:

- Oversee and ensure that all safety rules are being followed as well as complete all required safety documentation
- Monitor attendance of crew
- Coordinate daily tasks according to priorities and plans, adjusting as necessary due to site conditions, weather, supply delivery and personnel
- Delegate responsibilities and individual projects to the crew
- Emphasize the safe use of tools, machinery and equipment
- Oversee workmanship quality standards
- Resolve conflicts and/or miscommunication that may occur
- Report project status to supervisor(s)
- Have OSHA 30, First Aid, CPR

The Foreman’s wage shall be based on the following schedule:

Foreman shall be paid two dollars (\$2.00) per hour above the highest paid Journeyman wage.

In no event is an employee required to take on any function of foreman responsibilities without being compensated at the appropriate rate. Employee shall not suffer any retaliation for his refusal to accept a foreman assignment.

Section 5. Wage and Fringe Schedule Effective January 1, 2023:

Effective January 1, 2023:

Wage: Journeyman \$2.00 per hour increase
Apprentices based on percentage of Journeyman

Health & Welfare \$4.10 per hour

Pension Fund: \$11.22 per hour
Apprentices refer to wage schedule

LMCC - \$0.92
PATCAT: \$0.82 per hour
LMCI: \$0.10 per hour

Training Fund - \$0.85
FTI of DC 36 Training Fund: \$0.75 per hour
IUPAT FTI: \$0.10 per hour

Effective January 1, 2024:

Wage: Journeyman \$2.00 per hour increase
Apprentices based on percentage of Journeyman

Health & Welfare: \$4.10 per hour

Pension Fund: \$11.22 per hour
Apprentices refer to wage schedule

LMCC - \$1.17
PATCAT: \$1.07 per hour
LMCI: \$0.10 per hour

Training Fund - \$0.95
FTI of DC 36 Training Fund: \$0.85 per hour
IUPAT FTI: \$0.10 per hour

Effective January 1, 2025:

Wage: Journeyman \$2.00 per hour increase
Apprentices based on percentage of Journeyman

Health & Welfare: \$4.50 per hour

Pension Fund: \$11.22 per hour
 Apprentices refer to wage schedule

LMCC - \$1.42
 PATCAT: \$1.32 per hour
 LMCI: \$0.10 per hour

Training Fund - \$1.05
 FTI of DC 36 Training Fund: \$0.95 per hour
 IUPAT FTI: \$0.10 per hour

Wage and Benefit Schedule Effective January 1, 2023 through December 31, 2023										
CLASSIFICATION		WAGE	VACATION	H&W	PENSION	TRAINING	LMCC	TOTAL PACKAGE	^A IUPAT Admin Dues	*Market Recovery
JOURNEYMAN		\$36.77	\$2.05	\$4.10	\$11.22	\$0.85	\$0.92	\$55.91	\$0.10	\$0.50
APPRENTICES %										
1st Period -	0.4872	\$20.15	\$1.63	\$4.10	\$6.84	\$0.85	\$0.92	\$34.49	\$0.10	\$0.50
2nd Period -	0.5641	\$21.45	\$1.63	\$4.10	\$6.88	\$0.85	\$0.92	\$35.83	\$0.10	\$0.50
3rd Period -	0.6432	\$24.33	\$1.61	\$4.10	\$7.17	\$0.85	\$0.92	\$38.98	\$0.10	\$0.50
4th Period -	0.7234	\$27.23	\$1.58	\$4.10	\$7.56	\$0.85	\$0.92	\$42.24	\$0.10	\$0.50
5th Period -	0.8031	\$29.98	\$1.77	\$4.10	\$8.34	\$0.85	\$0.92	\$45.96	\$0.10	\$0.50
6th Period -	0.8805	\$32.66	\$1.71	\$4.10	\$9.15	\$0.85	\$0.92	\$49.39	\$0.10	\$0.50
7th Period -	0.92	\$33.96	\$1.67	\$4.10	\$9.72	\$0.85	\$0.92	\$51.22	\$0.10	\$0.50
8th Period -	0.96	\$35.27	\$1.63	\$4.10	\$10.30	\$0.85	\$0.92	\$53.07	\$0.10	\$0.50

Wage and Benefit Schedule Effective January 1, 2024 through December 31, 2024										
CLASSIFICATION		WAGE	VACATION	H&W	PENSION	TRAINING	LMCC	TOTAL PACKAGE	^A IUPAT Admin Dues	*Market Recovery
JOURNEYMAN		\$38.77	\$2.35	\$4.10	\$11.22	\$0.95	\$1.17	\$58.56	\$0.10	\$1.00
APPRENTICES %										
1st Period -	0.4872	\$21.12	\$1.93	\$4.10	\$6.84	\$0.95	\$1.17	\$36.11	\$0.10	\$1.00
2nd Period -	0.5641	\$22.58	\$1.93	\$4.10	\$6.88	\$0.95	\$1.17	\$37.61	\$0.10	\$1.00
3rd Period -	0.6432	\$25.62	\$1.91	\$4.10	\$7.17	\$0.95	\$1.17	\$40.92	\$0.10	\$1.00
4th Period -	0.7234	\$28.68	\$1.88	\$4.10	\$7.56	\$0.95	\$1.17	\$44.34	\$0.10	\$1.00
5th Period -	0.8031	\$31.59	\$2.07	\$4.10	\$8.34	\$0.95	\$1.17	\$48.22	\$0.10	\$1.00
6th Period -	0.8805	\$34.42	\$2.01	\$4.10	\$9.15	\$0.95	\$1.17	\$51.80	\$0.10	\$1.00
7th Period -	0.92	\$35.80	\$1.97	\$4.10	\$9.72	\$0.95	\$1.17	\$53.71	\$0.10	\$1.00
8th Period -	0.96	\$37.19	\$1.93	\$4.10	\$10.30	\$0.95	\$1.17	\$55.64	\$0.10	\$1.00

Wage and Benefit Schedule Effective January 1, 2025 through December 31, 2025								
CLASSIFICATION		WAGE	VACATION	H&W	PENSION	TRAINING	LMCC	TOTAL PACKAGE
JOURNEYMAN		\$40.77	\$2.60	\$4.50	\$11.22	\$1.05	\$1.42	\$61.56
APPRENTICES		%						
1st Period	- 0.4872	\$22.09	\$2.18	\$4.50	\$6.84	\$1.05	\$1.42	\$38.08
2nd Period	- 0.5641	\$23.71	\$2.18	\$4.50	\$6.88	\$1.05	\$1.42	\$39.74
3rd Period	- 0.6432	\$26.91	\$2.16	\$4.50	\$7.17	\$1.05	\$1.42	\$43.21
4th Period	- 0.7234	\$30.13	\$2.13	\$4.50	\$7.56	\$1.05	\$1.42	\$46.79
5th Period	- 0.8031	\$33.20	\$2.32	\$4.50	\$8.34	\$1.05	\$1.42	\$50.83
6th Period	- 0.8805	\$36.18	\$2.26	\$4.50	\$9.15	\$1.05	\$1.42	\$54.56
7th Period	- 0.92	\$37.64	\$2.22	\$4.50	\$9.72	\$1.05	\$1.42	\$56.55
8th Period	- 0.96	\$39.11	\$2.18	\$4.50	\$10.30	\$1.05	\$1.42	\$58.56

Section 5.

A Political Action Together voluntary contribution of five cents (\$0.05) effective January 1, 2006, will be forwarded on behalf of the members to the Vacation Trust and the Union will assume all responsibilities for the PAT deduction. Employers' party to this Agreement, hereby agree to honor authorizations for check-off of political contributions from all employees who are Union members in the following form:

AUTHORIZATION FORM FOR CHECK-OFF POLITICAL CONTRIBUTIONS

I hereby authorize my Employer to deduct from my pay the sum of five cents (\$0.05) for each hour worked and to forward that amount to the PAT Political Committee, c/o International Union of Painters and Allied Trades (IUPAT), 7234 Parkway Drive Hanover, MD 21076.

This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with Federal, State and Local elections, and that this voluntary authorization may be revoked at any time by notifying my Employer, PAT Political Contribution Committee and District Council No. ____ and/or Local Union No. ____ in writing of a desire to do so.

Name _____ Signature _____

Social Security Number _____

ARTICLE VIII **JURISDICTION**

Section 1. The jurisdiction of the Union shall cover all work which consists of measuring, cutting and fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base, wherever it may be, all materials (including when installed on walls or ceilings), whether used as a decorative covering or as an acoustical application such as wood laminates and pre-finished engineered wood products, floorcovering laminates of all types and designs, carpets of all types and designs, sheet rubber, sheet vinyl, cork (including bulletin or tack board), oil cloth, matting, linen crash, rubber tile, asphalt tile, cork tile, linoleum tile, sheet linoleum, mastic in sheets or tile form, vinyl tile, interlocking tile, vinyl, composite tile, and moisture membrane in connection with resilient flooring, mastipave, interlocking type carpet, liquid plastic floors and handrails, seamless resilient floor or wall covering and the waxing thereof and all derivatives of above including laminated plastics, formica, metal and plastic tile, vapor emission systems and resinous flooring, the fitting of all decorative or protective trim to and adjoining the above materials, including top set base, which shall include the drilling and plugging of holes and attaching of strip, slats, nosing, etc., on any base where the above materials are to be installed or applied such as drilling, plugging and slating for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edgings of any material, any type of mechanical device or electrical iron used in the installation and preparatory work of the craft for all of the aforesaid, make up and the installation of all necessary hardware for floors and wall covering material of any nature, either developed as or established by custom and usage as floor and wall covering materials. The jurisdiction of the Union shall also extend to such duties as pick up, delivering and handling of materials utilized by the Employers, the placing of material on the job, pick up and delivery of shop tools, the preparatory work of sanding area, removal of floor covering and such other miscellaneous duties of the trade.

ARTICLE IX **WORKING RULES**

Section 1. No employee working under this Agreement need work under any condition which may be, or tend to be detrimental to his or her health. 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 the agreement whenever the employer part to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

- A. It shall not be grounds for discipline or discharge for any employee to refuse to operate any motor vehicle or other piece of equipment or perform any operation or assigned duty which does not meet appropriate federal, state, or local safety standards and which may result in injury.

Section 2. **Mechanics Responsibility:** A mechanic who willfully or through negligence or incompetence installs floor covering material in such a manner as to be termed unacceptable to the standards generally in practice in the Floor Covering Industry shall be held responsible and accountable. Moisture related problems which have been brought to the attention of the employer in

a timely fashion and for which all reasonable steps to alleviate the problem have been taken, including moisture tests, shall not be the responsibility of the Mechanic. A Mechanic is by definition a Journeyman Installer. The Employer may also take disciplinary action up to and including discharge, but only after repeated occurrences and all of the aforementioned procedures have been followed.

A. Members working for their primary Employer during the week shall have the obligation to work for their primary Employer before accepting work from any other Employer. Primary Employer must notify member no later than Friday night at quitting time if employee is needed for weekend work.

ARTICLE X

HOURS

Section 1. A regular workday shall consist of eight (8) hours Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Lunch will be one-half hour without pay. Ten-minute breaks will be half way between starting time and lunch, and half way between lunch and ending time, or as close as reasonably possible.

Section 2. Variable Work Week.

- A. Variable Work Hours and Days. Notwithstanding any other provision of this Agreement, an Employer may request that a worker work a variable work week of up to ten (10) hours a day for four (4) consecutive days (excluding Sundays) totaling forty (40) hours that work week. Workers shall not receive overtime rates for work performed during this ten (10) hour day - forty (40) hour variable work week. Workers shall not be requested to work more than ten (10) Saturdays in any one calendar year under this section. Employers shall give workers at least seven (7) days advance written notice of any work requested under this section, unless such notice cannot be given due to a bona fide emergency.
- B. Shift Work Premium. If the Variable Work Week is applied to Shift Work, as defined in this Agreement, Shift Work Premiums as specified in Section 10(e) shall apply.
- C. Work Week Requirement. If the Employer works a worker one or more ten (10) hour days, but does not give the worker a full forty (40) hour work week as required under this section, the worker shall be paid all applicable overtime and premium rates provided in this Agreement.
- D. Sunday Rates. Time worked on Sunday shall be paid at the overtime rates set forth in this Agreement.
- E. Union Notice. Employers must notify the Union of a Variable Work Week either electronically or by telephone by 5:00 p.m. on the last regular work day before the

start of a Variable Work Week. The Employer must notify the Union of the job location, the names of the workers on the job and the Saturday job that caused the Saturday work, if any. The Employer will be given a Variable Work Week number by the Union. In the alternative, the Employer must give workers written notice by the last work day before the start of a Variable Work Week and mail, email or fax a copy of the notice(s) to the Union. When a Variable Work Week is discontinued, the Employer must notify the Union either electronically, by telephone or fax by 5:00 p.m. on the first regular work day after the Variable Work Week stops.

Section 3. Overtime and Holiday Notification.

- B. On a regular workday, the first eight (8) hours will be at regular pay, the next four (4) hours will be at one and one half (1½) time the regular rate of pay. Any time thereafter will be at double-time (2) times the regular rate of pay.
- C. Work performed in a regular work week which exceeds forty (40) hours per week will conform to applicable state law.
- D. All work performed on Saturdays will be paid at one and one-half times the regular hourly rate for the first eight (8) hours. All additional hours will be at the double-time rate, provided the employee has worked all scheduled hours Monday thru Friday.
- E. All work performed on Sundays or holidays will be at the double-time rate.
- F. For work performed outside of normal working hours, a premium of fifteen per cent (15%) will be paid to all Journeymen and indentured Apprentices.

Section 4. Show Up Time.

- A. If the employer identifies an employee as a person for whom work is available the following day either by dispatch tape or direct contact, and the employee timely shows up and no work is provided, the employee shall be entitled to be paid for two (2) hours show-up time.
- B. An employee hired for any fraction of twenty-four (24) hours shall be paid a minimum of two hours' pay, or for the actual time he worked, if more than two hours.
- C. Time shall start upon the arrival at the shop or project where he has been dispatched by the Union at the Employer's request.

ARTICLE XI **TRAVEL AND SUBSISTENCE**

Section 1. Mileage and Hauling.

- A. **Travel Reimbursement from Employer's Shop.** When a worker is instructed to report to the shop first, the worker shall receive Travel Reimbursement for time spent

traveling from the shop to job, job to job and job to shop at a rate equivalent to the worker's basic straight-time hourly wage rate for each hour, or part thereof, so spent. Workers driving their own vehicles shall also receive additional Travel Reimbursement, calculated at the Internal Revenue approved rate per mile driving from shop to the job, from the job to job and from the job to shop. Travel Reimbursement is not pay for hours worked for any purposes whatsoever, including but not limited to pay for hours worked under Appendix A of this Agreement.

Section 2. Travel Reimbursement. When a worker is instructed to report directly to the job from home, Travel Reimbursement shall be paid according to the following schedule from the Employer's shop (all mileage and drive time shall be calculated based on Google Maps using the shortest route on public highways):

0-30 Miles	\$0.00 per day
31-40 Miles	15.00 per day
41-60 Miles	35.00 per day
61- 120 Miles	60.00 per day

On jobs over 120 mile radius, Travel Reimbursement shall be paid at the Internal Revenue Service (IRS) approved rate per mile with no free zone.

When an employee is required to travel from shop to job, job to job, or job to shop, this time shall be compensated as hours worked. In addition, if an employee is driving his own vehicle, he shall be compensated for all miles driven from job to job or job to shop at the prevailing IRS approved rate per mile.

Section 3. Limitation on Travel Reimbursement. Workers shall not be required to travel more than twelve (12) hours in a twenty-four (24) hour period.

Section 4. Transportation of Passengers. Employers shall not require a worker to transport passengers in a vehicle owned by a worker.

Section 5. Jobs outside the County of the Employer's Shop. This section shall apply to new direct hires from the out-of-work list when the Union is notified before dispatching. When an Employer performs work under this Agreement at a job site located in a county other than the county in which an Employer's business establishment is located, such Employer may elect as to those workers working on such job who reside in a county other than the county in which the Employer's business is located, to use the local Building Trades Council office in the job site county as the center point from which to compute Travel Reimbursement, instead of computing Travel Reimbursement for such workers from the Employer's business establishment.

Section 6. When Employer's Business is Outside the Geographical Scope of this Agreement. If an Employer's established place of business is outside the geographical scope of this Agreement and the Employer does work within the geographical scope of this Agreement, Local Union No. 1399's Union Hall will be the Employer's center point for calculating Travel Reimbursement. When the job site is not in San Diego/Imperial County, the Building and Construction Trades Council Office in the

job site county shall be the Employer's center point for all Travel Reimbursement.

Section 7.

- A. Mileage and travel time for out-of-town employers working in the territorial jurisdiction of Local Union 1399 shall be computed from the Union Hall to the first job, then from job to job. Thereafter, reimbursement will be per Article XI, Section 1A.

- B. Compensation for a Traveling Day.
 - i) Travel time outside the free zone will be paid at actual time traveling, going and coming, and will be computed at regular time for the first eight (8) hours and at time and one half (1½) for any hours thereafter. Mileage over and above the thirty-mile free zone will be paid per Article XI, Section 1A.

 - ii) Apprentice Travel Expense. For every request for an Apprentice from the out of work list who is dispatched to a public works project that is forty (40) miles and beyond from the Local Union the Apprentice shall receive one hundred dollars (\$100.00) per day for Travel Expenses. On jobs that are one hundred and twenty (120) miles and beyond, acceptable lodging must be provided. The employer shall pay a per diem at the current County rates under the IRS guidelines in which the project is located for meals and incidental expenses. The mileage calculation shall be determined by the shortest route using Google Maps.

 - iii) Hours worked before and/or after traveling, on a day requiring travel outside the free zone, will be paid for at the straight time rate for the first eight (8) hours and at time and one half (1½) up to twelve (12) hours and at double time thereafter.

 - iv) On a day involving both travel time and work time, there shall be no more than twelve (12) total straight time hours. Hours that would be straight time hours under (i) and (ii) above, individually which exceed twelve (12) when added together, shall be paid for at the rate of one and one half (1½) times the Employee's straight time rate.

- C. Subsistence When Working Out of Town Overnight.

One trip each way, each week, must be paid if subsistence is not paid for seven (7) days each week. If subsistence is paid for seven (7) days each week, then only one trip at the start of the job and one trip at the completion of the job must be paid.

- D. Employer will pay accommodations plus forty dollars (\$40) per day for meals. A room shall be provided for all workers on jobs that consists of three (3) continuous days or more and one hundred and twenty (120) miles from shop. Workers will be compensated for all reasonable expenses when required to be out of town, including rooms that are verified by receipts for normal expenses not covered by the minimum daily allowance.

- Workers shall not be paid a daily subsistence if room and meals are supplied to the worker, which are acceptable to the worker with not more than two (2) workers per room. Workers shall be paid at the current IRS rates in effect in the county where the project is located per day for meals, in advance, on all out-of-town jobs. Workers on out-of-town jobs shall be paid drive time at straight time hourly rate and the appropriate mileage rate as stated in this Agreement. Travel Expenses as defined in this Agreement to and from the job site at the beginning and end of the job.
- E. Twenty dollars (\$20) per day is to be paid for use of employee's truck to haul material. "Haul" is defined as:
1. Authorization must be done prior to hauling, and a signature on the time card must be achieved within 24 hours.
 2. A hauling fee will be paid if an installer needs to pick up materials or supplies at a vendor or jobsite.
 3. Supply incidentals such as glue, patch, or seam tape are not considered haulable materials. Exceptions are three or more buckets of glue or a combination of three of the above items.
 4. Materials such as VCT, sheet vinyl, or base are considered haulable items.
- F. Other Expenses Reimbursed Weekly. Workers shall be paid one dollar (\$1.00) reimbursement per day worked for expenses such as on the job calls to employer or any other kind of communication pertaining to a jobsite using their personal cellphone, i.e. texts, pictures and keeping track of time cards. Parking and other incidental expenses shall be reimbursed with the appropriate receipts.

Section 8.

- 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 among the residents of the area where the work is performed, or from among persons who are employed in the greater percentage of their time in such area.
- B. 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 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, and fringe benefit contributions on behalf of such Employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council 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.

The Employer shall not be permitted to evade its obligations hereunder by setting up an additional "home" or "branch" office or plant in an area outside its principal place of business.

ARTICLE XII

APPRENTICE AND TRAINING

Section 1. The Employer and the Union recognize the need for Apprenticeship and Training and to this end they have jointly developed Apprenticeship Standards which have been registered with the State of California. These Apprenticeship Standards among other things specify that all Apprentices shall be properly indentured, including those employed on work coming under the provisions of Section 1777.5 of the Labor Code of the State of California governing employment of Apprentices on public work and are hereby made part of this Agreement by reference.

Section 2. It is the responsibility of the Employer and of the Union through their representatives to cause full compliance of the provisions of the Apprenticeship Standards by both parties and in particular, cooperate fully in providing on-the-job training and attendance by Apprentices in related school classes.

Section 3. Effective January 1, 2023, the Employer agrees to pay for each of his or her employees covered hereunder the sum of eighty-five cents (\$0.85) per hour worked. Such payments shall be paid to the Finishing Trades Institute of District Council 36 Joint Apprenticeship Training Trust Fund (FTI of DC 36) for the purpose of financing the Apprenticeship Program and will be subject to and entitled to the benefits of all the provisions of the Agreement and Declaration establishing the Trust fund. Such payments shall be payable at the same time and in the same manner as Health and Welfare payments are made. Refer to ARTICLE VII WAGES, Section 4 Wages and Fringe Benefits Schedule.

ARTICLE XIII

HEALTH AND WELFARE PLAN

Section 1. Effective January 1, 2023, every employer agrees to pay in accordance to Article VII, Section 3 for all hours compensated for including overtime and travel time to provide the basic Health and Welfare benefits provided by Glaziers, Architectural Metal & Glassworkers, Resilient Floor & Decorative Workers Local Union 1399 Health & Welfare Trust Fund, hereinafter Health and Welfare Trust Fund, for Floor Coverers and Floor Covering Apprentices of Local Union 1399.

Section 2. Contributions to Glaziers, Architectural Metal & Glassworkers, Resilient Floor & Decorative Workers Local Union 1399 Health & Welfare Trust Fund must be made in accordance with the Declaration and Trust Agreement and Audit and Collection Policies and Procedures of the Trust.

Section 3. The Employer shall make contributions to the Health and Welfare Trust Fund for each man-hour worked under this Agreement.

Section 4. In addition to any procedures and remedies plus liquidated damages and interest for default payments, the Third-Party Administrator thereof, in the event payments have not been received in accordance with the Declaration and Trust Agreement and Audit and Collection Policies and Procedures of the Trust may sue said Employer for one or more of the following: an accounting, injunction, recovery of the delinquent payment, reasonable attorney and accountant's fees, which Employer hereby agrees to pay, costs of suit and any other relief that may be appropriate under the circumstances.

Section 5. The Employer, if he or she has not already done so, hereby accepts the terms of Glaziers Architectural Metal and Glassworkers Local #1399 Health & Welfare Trust executed on September 1, 1990, and by this acceptance, agrees to and hereby becomes a party thereto.

Section 6. The Trustees may opt for a strictly self-pay benefit in which the participants bear the entire cost of the coverage or the Trustees may subsidize the coverage in any amount that they deem appropriate so long as that amount does not undermine the actuarial soundness of the Fund.

Further, the Trustees may require, as a condition of such coverage, that the Participant and/or the Participant's spouse must apply for Medicare coverage when it becomes available (including Parts A and B). Further, the Trust may require that such retirees accept whatever Medicare "assignment" program the Trust's current provider has available once the Participant and/or the Participant's spouse has reached age sixty-five (65).

ARTICLE XIV **VACATIONS AND HOLIDAYS**

Section 1. Effective January 1, 2023, every Employer shall pay contributions to a Third-Party Administrator established to receive contributions for this purpose; such payments shall be payable at the Depository in the same manner as Health and Welfare and other fringe benefit payments. Employer contributions shall be computed by multiplying the hours worked by the hourly Vacation and Holiday pay rate as set forth in Article XIV, Section 3, subsection A below for the classification to which the workman is assigned.

(a) HOLIDAYS: All Employees covered by this Agreement will receive nine (9) recognized holidays. Such holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (coordinate with Building Trades), Thanksgiving Day, Friday after Thanksgiving, Day before Christmas, Christmas.

Section 2. Failure for any Employer to make contributions as required above shall subject such Employer to the enforcement procedures and penalties as set forth under Health and Welfare and other fringe benefit trust funds and the enforcement procedures of the Union.

- A. Each employee entitled to receive Vacation and Holiday pay benefits under the terms and provisions of this Collective Bargaining Agreement shall receive such benefits in accordance with the benefit distribution procedures as listed hereafter.
- B. A normal distribution shall be directed by the Membership.

Section 3. Vacation and holiday contributions to the Third-Party Administrator shall be computed, based on the following schedule:

A. Vacation and Holiday Pay Rates.

<u>Classification</u>	<u>Rate per Hour</u>
Journeyman	\$2.05 per hour (1/1/23) \$2.35 per hour (1/1/24) \$2.60 per hour (1/1/25)
Apprentice - 1 st through 4 th period	Refer to Wage Schedule
Apprentice - 5 th through 8 th period	Refer to Wage Schedule

Section 4. In addition to any procedures and remedies plus liquidated damages and interest for default payments set forth in Article XIII, Section 3, the Trustees thereof, in the event payments have not been received in accordance with the Declaration and Trust Agreement and Audit and Collection Policies and Procedures of the Trust, may sue said Employer for one or more of the following: an accounting, injunction, recovery of the delinquent payment, reasonable attorney and accountant's fees, which Employer hereby agrees to pay, costs of suit and any other relief that may be appropriate under the circumstances.

ARTICLE XV
PENSION

Section 1. The Union and the Employer hereby agree to accept and be bound by the terms of the Resilient Floor Covering Pension Fund Master Trust Declaration executed December 24, 1958, and by this acceptance, agree to and shall become a party thereto.

Section 2. The individual Employer shall make contributions to the Pension Trust Fund, known as Resilient Floor Covering Pension Fund, for each man-hour worked under this Agreement.

Such payment shall be payable at the Third-Party Administrator in the same manner as Health and Welfare and other fringe benefit payments.

Section 3. In addition to any procedures and remedies plus ten per cent (10%) liquidated damages for default payments set forth in Article XIII, Section 4, the Trustees thereof, in the event payments

have not been received in accordance with the Declaration and Trust Agreement and Audit and Collection Policies and Procedures of the Trust may sue said Employer for one or more of the following: an accounting, injunction, recovery of the delinquent payment, reasonable attorney and accountant's fees, which Employer hereby agrees to pay, costs of suit and any other relief that may be appropriate under the circumstances.

Section 4. On contracts where the prevailing wage rates including required fringe benefits prescribed by a governmental body or agency are higher than those set forth in the Labor Agreement, or a reallocation of wages and benefit rates, the prevailing wage rates shall supersede the wage and fringe benefit rates called for herein for the specific contract established by a governmental body or agency. Such wage rate shall apply for the specific contract established by a governmental body or agency. Journeyman and Apprentice classifications shall be filed with the U.S. Department of Labor and the State of California Director of Industrial Relations each time wage data is filled with the Department of Labor.

ARTICLE XVI

FRINGE BENEFITS

Section 1. Contributions to the Trust Funds shall be made in accordance with ARTICLE VII WAGES, Section 4, Wage and Fringe Schedule.

Section 2. The failure of any Employer to make contributions as required under this Agreement shall subject such Employer to the enforcement procedures established under the Trust Agreements and Declarations of Trust and Audit and Collection Policies and Procedures of the Trusts.

Section 3. Effective January 1, 2023, the Employer agrees to deduct Union dues each pay period from the paycheck of each Union Employee. The amount deducted shall be percentage of the weekly gross wage for the period as provided in Article VI. The percentage to be deducted shall be submitted to the Employer by the Union not less than ten (10) days prior to the first deduction required to be made hereunder. The Union will furnish authorization forms.

Section 4. Allocation of fringe benefit contributions shall only be changed upon ten (10) days' prior notification by the Union.

ARTICLE XVII

SAVINGS CLAUSE AND AMENDMENTS

Section 1. If any Article or Section of this Agreement should be held invalidly by operation of law or by any tribunal of competent jurisdiction, or is compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE XVIII

DURATION OF AGREEMENT

Section 1. The terms, provisions and conditions of the Agreement shall be in effect for three (3) years from January 1, 2023 through December 31, 2025. If any party wishes to modify or terminate this Agreement, such party shall give written notice of modification or termination to the other party or parties to this Agreement. In order to be timely, such written notice shall be given not more than ninety (90) days nor less than sixty (60) days prior to December 31, 2025. If no party gives notice to modify or terminate this Agreement as provided above, the Agreement shall continue in effect from year to year after January 1, 2026, subject to termination or modification by any party or parties on written notice not more than ninety (90) days and not less than sixty (60) days prior to January 1 of any succeeding year.

Appendix A - Journeyman Tool List

All expendable items and tools other than those listed in Appendix A will be provided by the Employer.

Part 1. Carpet Tools:

Broom (Finishing)	4" Floor Scraper	Carpet Knife
25' or 30' Tape Measure	Fox Tail (Hand Duster)	Hack Saw
Utility Knife	Rubber Mallet	4 Wheel Dolly
Awl	Stair Tool	Base Shoe Lifter
5 in 1 Scraper	Carpet Scissors	Tool Box
Carpet Tractor	Wire Brush	Square Large & Small
Chalk Line	Tin Snips	Carpet Trimmer
Pliers	Glue Down	OSHA Compliant Extension Cord
Standard Construction Boots	6' Carpet Straight Edge	Pig Tail Adapter
Kicker	Loop Pile Cutter	Hand Truck
Cushion Back Cutter	Staple Hammer	
Power Stretcher	Iron, Seam Weight	
Downs Bar	Screw Driver 4-1	
Glass Cutter	Crescent Wrench	
Knee Pads	Tool Pouch	
26 oz. Hammer	6" Putty Knife	
or Plum Hatchet	Base Spreader 2½" 4" 6"	

Part 2. Hard Surface Tools:

Broom (Finishing)	or Plum Hatchet	Base Spreader 2½" 4" 6"
25' or 30' Tape Measure	4" Floor Scraper	Hack Saw
Utility Knife	Fox Tail (Hand Duster)	4 Wheel Dolly
5 in 1 Scraper	Wire Brush	Hand Roller
Dividers	Metal Miter Box	Base Shoe Lifter
Chalk Line	Metal Miters	Tool Box
Pliers	Propane Gas Torch	Square Large & Small
Standard Construction Boots	Outside Corner Scribes	Vinyl Tile Cutter
Wall Roller	Bar Scribes	OSHA Compliant Extension Cord
Hook Knife	6' Professional Straight Edge	Pig Tail Adapter
Under Scribes	Screw Driver 4-1	Hand Truck
100' Tape Steel (Metal)	Crescent Wrench	
Knee Pads	Tool Pouch	
26 oz. Hammer	6" Putty Knife	

Part 3. Combination Tools:

Broom (Finishing)	26 oz. Hammer	Crescent Wrench
25' or 30' Tape Measure	or Plum Hatchet	Tool Pouch
Utility Knife	4" Floor Scraper	6" Putty Knife
Awl	Fox Tail (Hand Duster)	Base Spreader 2½" 4" 6"
5 in 1 Scraper	Rubber Mallet	Carpet Knife
Carpet Tractor	Stair Tool	Hack Saw
Dividers	Carpet Scissors	4 Wheel Dolly
Chalk Line	Wire Brush	Hand Roller
Pliers	Tin Snips	Base Shoe Lifter
Standard Construction Boots	Metal Miter Box	Tool Box
Wall Roller	6' Carpet Straight Edge	Square Large & Small
Kicker	Metal Miters	Carpet Trimmer
Hook Knife	Propane Gas Torch	Vinyl Tile Cutter
Cushion Back Cutter	Loop Pile Cutter	OSHA Compliant Extension Cord
Power Stretcher	Staple Hammer	Pig Tail Adapter
Downs Bar	Outside Corner Scribes	Hand Truck
Under Scribes	Iron, Seam Weight	
Glass Cutter	Bar Scribe	
100' Tape Steel (Metal)	6' Professional Straight Edge	
Knee Pads	Screw Driver 4-1	

MASTER LABOR AGREEMENT
January 1, 2023 through December 31, 2025

Between
PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
ON BEHALF OF
GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS
RESILIENT FLOOR & DECORATE COVERING WORKERS
LOCAL UNION 1399
And

(COMPANY)

The undersigned signatory hereby approves, confirms, ratifies, and agrees to each and every detail, provision, and condition set forth in this Agreement.

By: _____ Date _____
(Union Signature)

Employer:

By: _____ Date _____
(Employer Signature)

Name/Title: _____

Address: _____

City, State and Zip Code: _____

Email: _____

Telephone and Fax: _____

Worker's Compensation Insurance Number: _____

Worker's Compensation Carrier: _____

State Contractor's License Number: _____

Federal Employer Identification Number: _____

State Employer Identification: _____