

# District Council 16

## Sacramento Area Addendum To The Northern California Floor Covering Master Agreement

This Area Addendum to the Northern California Floor Covering Master Agreement shall only apply to Employers signatory to this Area Addendum performing covered work within Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba Counties, with the exception of the Tahoe Basin and the portion of Solano County north of Midway Road.

Floor Covering Contractors signatory to this Area Addendum working within Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba Counties, with the exception of the Tahoe Basin and the portion of Solano County north of Midway Road, as defined above, shall have the following Articles and Sections amended as follows:

### **Article 6, Section 2, shall be amended to read as follows:**

2. The Employer agrees 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 and services.
  - (a) Effective August 1, 2017 Article 6, Section 2 of the Northern California Floor Covering Master Agreement shall apply to signatory employers. The Employer shall provide a list of the Employer's jobs currently under contract and outstanding bids to the Union at the time of expiration of Article 6, Section 2 of the Sacramento Area Addendum. Only the jobs listed shall exclude the employer from the terms of Article 6, Section 2 of the Northern California Floor Covering Master Agreement until completion of listed projects.

### **Article 6, Section 3, shall be amended to read as follows:**

3. The individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement prior to commencement of work by the subcontractor, and shall specify the name and address of the subcontractor, the name and address of the work and the start date of the work. If thereafter the subcontractor becomes delinquent in the payment of any wages, trust fund contributions, or other fringe benefit payments, the Union shall give written notice of the delinquency to the individual Employer and to the subcontractor. The notice shall specify the name(s) and amounts, if known, of the delinquency. When the notice of delinquency is received, the individual Employer shall pay the amount of the subcontractor's delinquency which has occurred on the individual Employer's specific job. The employer shall not be liable for any such delinquency

occurring more than sixty (60) days prior to the receipt of the written notice from the Union referred to above.

**Article 9, Section 3 shall be amended to read as follows:**

Overtime hours worked prior to or after the Normal Work Day, Monday through Friday, shall be paid at one and one-half (1 & ½) times the Taxable Net Wage. All work performed on Saturday shall be paid at least one and one-half (1 & ½) times the Taxable Net Wage. All work performed on Sunday will be paid at least two (2) times the Taxable Net Wage. All hours worked in excess of twelve (12) hours in one (1) day, Holidays as listed in Article 11 (Holidays and Designated Days Off) and all hours worked in excess of eight (8) on Shift Work shall be paid at two (2) times the Taxable Net Wage.

Designated Days Off Listed in Article 11, (HOLIDAYS AND DESIGNATED DAYS OFF) shall be paid at one and one-half (1 & 1/2) times the minimum Taxable Net Wage.

**Article 9, Section 5 shall be amended to read as follows:**

When commencing work on any day, Monday through Friday, employees governed by this Agreement shall be employed for not less than four (4) hours per day. However, any employees reporting for work after their regular starting time shall be paid only for the hours worked, but not less than four (4) hours. When employees leave a job, at their own discretion, they shall be paid only for the hours worked. When weather, natural conditions, or emergency situation beyond the control of the Employer prevents a full day's work, the hours worked shall be paid for, but not less than two (2) hours. It shall be incumbent upon the employee to notify their Employer immediately upon being advised of the emergency.

**Article 10, Section 1 shall be amended to read as follows:**

1. There shall be two (2) classifications covered by this Agreement:

Journeyman  
Apprentice

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

- (1) Journeyman shall be paid pursuant to the attached Wage Schedule A and receive two dollars (\$2.00) per hour increase to the Total Package Wage contained within the attached Wage Schedule A on January 1, 2016, two dollars (\$2.00) per hour on January 1, 2017, two dollars (\$2.00) per hour on January 1, 2018, two dollars (\$2.00) per hour on October 1, 2018 increase to the Taxable Net Wage, eighty-eight cents (\$0.88) per hour January 1, 2019 to the Total Package for predetermined increase, of this Agreement and any extensions thereof.

The per hour increase required each January 1 of this Agreement shall first be utilized to pay the seventy-eight cents (\$0.78) per hour deficit reduction contribution required by the Resilient Floor Covering Pension Trust Fund, Preferred Rehabilitation Schedule #4A, pursuant to Article 19, Section 2(a). Secondly, the per hour increase required each January 1 of this Agreement shall be utilized to cover the hourly cost increase in Health & Welfare.

**Article 10, Sections 4, 5, and 6 shall be deleted.**

**Article 17 shall be deleted**

**Article 18, add Section 4 to read as follows:**

4. The Employer and the Union hereby agree to the continuation of the existing I.U.P.A.T. Union and Industry National Pension Fund (“National Pension Fund”).
  - (a) Within the limits of the total wage package contained in the attached Schedule A, for each hour or portion thereof, the Employer shall contribute to the National Pension Fund an amount determined by the Union on July 1, and January 1, of each year of this Agreement.
  - (b) For the purpose of this Section B, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement shall be counted as hours for which contributions are payable.
  - (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, trainees, and probationary employees.
  - (d) The payment to the National 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 hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
  - (e) The Employer hereby irrevocably designates as its representative on the Board of Trustees of the National Pension Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
  - (f) All contributions shall be made at such time and in such manner as the Trustees of the National Pension Fund require; and the Trustees may at any time conduct an audit in accordance with said Agreement and Declaration of Trust.
  - (g) If an Employer fails to make contributions to the National Pension Fund as provided for in Article 30 of this Agreement, 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 or any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.
  - (h) The National Pension Plan adopted by the Trustees of said National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code as to enable the Employer at all times to treat contributions to the National Pension Fund as a deduction for income tax purposes.

**Article 19, Section 1, add the following:**

- IUPAT Union and Industry National Pension Fund

**Article 19, Section 2(a) is revised as follows:**

(a) Whereas, the Resilient Floor Covering Pension Fund has been certified by its actuary to be in critical status as of January 1, 2010, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated February 25, 2011, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore, District Council 16 and the Floor Covering Association Central Coast Counties and/or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule #4A of the Rehabilitation Plan and addendum adopted by the Board of Trustees and incorporate said Recommended Schedule #4A into this Agreement as though it was set forth in its entirety. The hourly Journeyperson contribution rates shall be as follows:

<b>Effective Date</b>	<b>Journeyperson Contributions Providing Benefit Accrual Credit</b>	<b>Additional Contributions Not Providing Benefit Accrual Credit</b>
January 1, 2012	\$3.30	\$2.35
January 1, 2013	\$3.30	\$2.60
January 1, 2014	\$3.30	\$2.85
January 1, 2015	\$3.30	\$3.10
January 1, 2016	\$3.30	\$3.88
January 1, 2017	\$3.30	\$4.66
January 1, 2018	\$3.30	\$5.44
January 1, 2019	\$3.30	\$6.22
January 1, 2020	\$3.30	\$7.00

**Article 21, Section 1, add the following:**

1. The Employer shall notify each new employee of the pay period, pay day, and method of payment. Employees shall be paid weekly and no more than five (5) business days may be held back. No Employee will be required to pick up his pay check on a nonworking day or outside of normal working hours.

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

**1. TRAVEL TIME:**

Employees required to jobsite report more than forty-five (45) miles from the point of dispatch (employee's home or individual employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond forty-five (45) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty-five (45) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty-five (45) miles. (Mileage and drive time is to be based on google maps, no traffic). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the

jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.

**2. SUBSISTENCE:**

- (a) When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus subsistence in the amount of forty five dollars (\$45.00) per day, in advance, on a separate check.
- (b) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
- (c) Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

**3. TRAVEL TIME CALCULATION SHEET:**

The following Travel Time Calculation Sheet shall be used in conjunction with Google Maps, no traffic in order to determine Travel Reimbursement and Fringe Benefits contributions. The setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

**Travel Time Calculation Sheet (Formulas)**

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

**Travel Time Calculation Sheet (Example)**

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

**Article 37, The following language shall be added:**

All other terms and provisions of the Northern California Floor Covering Master Agreement shall apply. This addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Floor Covering Master Agreement.

This Agreement is made and entered into this first day **August 1, 2018, through July 31, 2019** by and between the Individual Employer signed below and District Council 16. By signing this Addendum the undersigned Employer understands and agrees to all of its provisions.

District Council 16

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title