

# District Council 16

## Fresno 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 Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties.

Floor Covering Contractors signatory to this Area Addendum working within Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties, as defined above, shall have the following Articles and Sections amended as follows:

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

This Addendum is made and entered into this first day of September 2015 and shall continue until August 31<sup>st</sup>, 2018. Thereafter this Agreement shall continue from year to year commencing as of 12:01 a.m., September 1<sup>st</sup> unless notice is given by one of the Bargaining Parties of its desire to effect changes in hours, wages or working conditions.

**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) The rate of pay for Journeymen working under this Fresno Area Addendum shall be pursuant to the Fresno Area Addendum Wage Schedule A (attached) and the Total Package Wage shall be increased by one dollar and twenty-five cents (\$1.25) per hour on January 1, 2016, one dollar and twenty-five cents (\$1.25) per hour on January 1, 2017, and one dollar and twenty-five cents (\$1.25) per hour on January 1, 2018.

The per hour increase required each January 1 of this Agreement shall first be utilized to pay the deficit reduction contribution required by the I.U.P.A.T. Pension Fund, Preferred Rehabilitation Schedule.

The annual increases each January 1<sup>st</sup> of this Addendum shall first be utilized to cover any hourly cost increase to Health and Welfare. Any remaining annual increase amount that was not utilized to fund Health and Welfare shall be allocated by the membership of District Council 16 working under this Addendum.

**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 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:**

**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 without 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 without traffic in order to determine Travel Reimbursement and Fringe Benefits contributions. Google Maps without traffic 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
<b>Actual Commute (One Way)</b>	(Enter minutes as per Google Maps)	(Enter miles as per Google Maps)	<b>Calculation =</b> (Minutes ÷ Miles)
<b>Adjusted Commute (One Way)</b>	<b>Calculation =</b> (Adjusted Commute Miles x Minutes Per Miles)	<b>Calculation =</b> (Actual Commute Miles – 45)	
<b>Round Trip</b>	<b>Calculation =</b> (Adjusted Commute Minutes x 2)	<b>Calculation =</b> (Adjusted Commute Miles x 2)	
<b>Daily Travel Time/Mileage Reimbursement:</b>	<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 September, 2015, 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