

MASTER LABOR AGREEMENT

BETWEEN

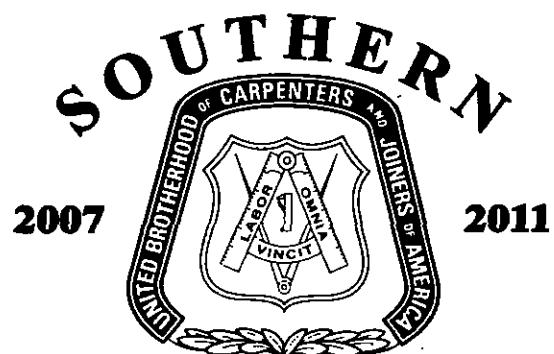
K# 8427

**PAINTING AND DECORATING
CONTRACTORS OF AMERICA**

AND

**SOUTHWEST REGIONAL
COUNCIL OF CARPENTERS
AND AFFILIATED LOCAL UNIONS**

**OF THE
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**



**NEVADA
DRYWALL**

JULY 1, 2007

THROUGH

JUNE 30, 2011



Southwest Regional Council of Carpenters

Southern Nevada Offices

Senior Administrative Assistant (702) 531-1824
Marc J. Furman

Senior Business Agent (702) 531-1811
Will Smith

Trust Fund Administrator (702) 851-4510
Rachel Mora

Apprenticeship Coordinator (702) 452-5099
John Vincent
Ext. 223

Business Representatives

Wayne Bunce (702) 531-1810
Efren Hernandez (702) 531-1830
Frank Valle (702) 531-1809

Business Representative / Financial Secretary

Local 1977 & Hiring Hall (702) 531-1856
Dan Dyrdahl

Local 897 (928) 763-1221
Tim Carlton

Local 1827 (702) 531-1827
Chuck Kessler

Local 1780 (702) 531-1804
William Harris

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THIS AGREEMENT is entered into this first day of July 2007, by and between the Painting & Decorating Contractors of America on behalf of its members (hereinafter referred to as "the Employer") and the Southwest Regional Council of Carpenters and Affiliated Local Unions, United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "the Union").

SECTION I - RECOGNITION

100. The Employer has satisfied itself that the Union represents a majority of Employees performing work covered by this Agreement and thereby recognizes the Union as the exclusive bargaining representative of all employees of the Employers hereinafter classified over whom the Union has jurisdiction.

101. The Union recognizes the Employer as the sole and exclusive bargaining representative for their respective members who have authorized the Employer to represent them. A list of such authorizations has been furnished to the Union and the Employer agrees to immediately notify the Union when any authorizations have been canceled or new authorizations have been executed.

102. The Agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the Agreement were entered in by each Member individually. The Employer shall be and continue to remain liable under this Agreement during the term irrespective of whether such members shall resign from the Association prior to the expiration date of this Agreement and such liability shall be deemed to have survived the termination of such membership and remain in force during the term of this Agreement.

103. The Employer, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and, having been presented with, or having been offered to be presented with, by the Union, proof that the union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grants recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this collective bargaining agreement, pursuant to Section 9(a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

104. Notwithstanding any provision of the Master Labor Agreement or this Agreement, the individual employer agrees that upon a showing by the Union or any of its affiliates a majority of the individual employer's shop employees, if any, have designated the Union and/or any of its affiliates as their representative for collective bargaining purposes, the individual employer shall recognize the Union and/or its affiliates as the collective bargaining representative of its shop employees and shall agree to negotiate all wages, hours, terms and conditions of employment appropriate for their shop. Proof of such majority representation shall be established by the submission of authorization cards to a neutral third person who shall compare the signatures with appropriate employer records. The individual employer shall fully cooperate in such review upon demand by the Union or any of its affiliates. This paragraph does not apply to Employers' storage warehouse or yards.

SECTION II - COVERAGE

200. This Agreement shall provide for the wages, fringe benefits and conditions of employment for all employees of the Employer within the recognized jurisdiction of Locals 897, 1780, 1827, 1977 and 2375 of the United Brotherhood of Carpenters and Joiners of America in the State of Nevada, and portions of Arizona and California. The recognized geographic jurisdiction of Locals 897, 1780 and 1977 covers Clark, Lincoln, Nye and Esmeralda Counties; Local 2375 covers Mineral County in addition to the aforementioned four county areas; and Local 1827's jurisdiction applies statewide. Local Unions 897, 1827 and 2375 shall include Needles, California and Bullhead City, Kingman, Lake Havasu City and Parker in Arizona. (Detailed map provided upon request.) "By becoming signatory to this Agreement the contractor agrees that when performing work in the State of Nevada, the contractor shall be bound by and shall perform all work under the terms and conditions contained in this Agreement." If a Contractor performs work in the State of California, such work will be performed pursuant to the then current Agreement known as the Southern California Drywall/Lathing Master Agreement between the Painting & Decorating Contractors of America and the Southwest Regional Council of Carpenters covering the State of California. If the Contractor performs work in the States of Arizona, Utah or New Mexico, such work will be performed pursuant to either the Arizona, Utah or New Mexico Appendix to this Agreement. The terms of the Arizona, Utah and New Mexico Appendices will be modified from time to time to reflect changes agreed to in those areas by a majority of local contractors. The Union will promptly notify the Association of changes applicable to other states and will meet to discuss such changes with the Association upon request.

201. This Agreement shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of equipment, and facilities, used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

202. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances which are incidental thereto, or the installation, operation, maintenance and repair equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Section.

203. This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit Exterior Insulating Finish Systems, (EFIS) or any other system of panels that is attached to the interior or exterior of any building or structure; any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system; and any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work. This agreement shall include theming work when utilizing the materials mentioned above.

204. The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication – whether performed at the jobsite or a panelization compound – of any and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or “pop-outs”, i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EFIS foam thicknesses and thereby comply with local codes for EFIS curtain walls.

205. Pre-fabrication of materials outside this agreement is permissible under the following situations:

205.1 Custom or specialty non-linear trims, such as ornate column bases, capitals, medallions, and so forth may be all or partially framed outside this agreement if the framing itself is required to affect the assembly of applicable profiled elements thereon for the purpose of shipment to the jobsite; and also where EPS (foam) profiles or elements are desirable to compete with more costly exterior elements such as GFRC and FRP.

205.2 Where contractors are bidding against non-union contractors who have access to pre-fabricated products and such products would make unionized contractors non-competitive and endanger their prospects of successfully competing for a job. In such cases, this waiver shall be processed by the Work Preservation Committee.

206. This Agreement shall cover all work in connection with tilt-up slabs, including but not limited to, benchmarks, lay out, setting of all forms, block outs, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused), rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the fork lift to perform all of the above work.

207. This Agreement shall cover all work in connection with the hoisting of materials which are to be used by the carpenters including but not limited to the rigging, guiding and handling.

208. This Agreement shall cover all work in connection with self supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, shall be the work of the carpenters.

209. This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

210. This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best efforts to insure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

211. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

212. The carpenters claim installation of metal studs, metal frames, including siding attached thereto, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

213. This agreement shall cover all types of exhibit work traditionally performed by carpenters.

214. The carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines and all open cut and cover construction projects. The carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly, and installation and removal of timber decking.

215. Fences constructed of wood, insulation installation, drywall and lathing work is covered in this Agreement and is considered as bargaining unit work, performed under all the terms and conditions of this Agreement.

216. All drywall work including, but not limited to: The installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceilings materials regardless of method or manner of installation.

217. All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners,

cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

218. No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended.

219. WORK COVERED - The work covered by this Agreement includes but is not limited to the following:

219.1 All work operations after the initial unloading of the drywall finishers' material on the job site, including distribution onto the point of application.

219.2 Work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thinwall, concrete, steel, wood and plaster surfaces.

219.3 Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.

219.4 Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.

219.5 The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.

219.6 This Agreement shall also cover all interior and/or exterior wall finish work, including EFIS and other wet wall finish work, which work shall be performed under the terms of this Agreement by journeyman or apprentice Drywallers or Lathers. The Union understands and recognizes that the PDCA and its members are signatory to a collective bargaining agreement with the painters and/or plasterers and plasterer tenders covering drywall finishing and wet wall finish work. The parties agree that this sub-section shall apply only to those signatory employers who are not already signatory to a collective bargaining agreement with the painters and/or plasterers and plasterer tenders covering the drywall finishing or wet wall finish work as described in this section of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce this paragraph to create any jurisdictional dispute concerning the work described in that section against any signatory employer.

that is also signatory to an agreement with the painters and/or plasterers and plasterer tenders covering the drywall finishing or wet wall finish work and who chooses to assign that work to the painters and/or plasterers and plasterer tenders.

220. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Section.

221. The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

222. All carrying bars, purlins and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

223. The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

224. The placing, handling, moving and erection of all materials which fall within the description of work set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds or other patented scaffolding.

225. The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, hand rail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations.

226. The character of such work covered by this Agreement shall be all carpenter work on such construction within the recognized jurisdiction of the United Brotherhood of Carpenters and Joiners of America, including but not limited to plastics and such work in connection with new methods of construction or use of materials innovated during the term of the Agreement. The Union may

request a work assignment in writing if it feels there is some danger of a jurisdictional dispute. When requested, an Employer will furnish the Union signed letters on the letterhead of the individual Employer, stating they have employed carpenters on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual Employer has performed with carpenters.

227. This Agreement shall apply to all work performed in the Employer's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project, covered by the terms of this Agreement, and all of the production or fabrication of materials by the Employer for use on the projects will be subject to the terms and conditions of this Agreement.

228. During the term hereof, there shall be no strikes, slowdowns, or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union.

229. The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this Agreement, the representatives of the Union involved will meet with the representatives of the Contractors to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractors shall be put into effect immediately.

230. Jurisdictional disputes which cannot be resolved at the local levels shall then be referred to the International Unions involved for determination, and the work shall proceed as assigned by the Contractor until such determination by the International Union has been confirmed to the disputing Unions and the Contractors. The intent of this Section is to clarify that jurisdictional issues are not a contractual liability.

231. This Agreement shall apply to the Employer or his subcontractor on any job site operation, under any change of name or association or corporate name or joint venture, and shall be binding upon any person who may have been a principal financially associated with the Employer or subcontractor.

232. LOCAL 897, LIGHT COMMERCIAL, RESIDENTIAL CONSTRUCTION: The parties hereto have agreed to special working rules for Local 897, residential construction and light commercial construction, which are contained in the Appendixes "B", "D", and "E".

SECTION III - SUBCONTRACTING

300. If an Employer shall subcontract work as herein defined, provisions shall be made in such subcontract for the observance by said subcontractor of the terms of this Agreement.

301. JOB REGISTRATION

301.1 Each Contractor shall notify the Union in writing, on a uniform job registration form to be provided by the Contract Administration Committee of the location of each job on which he will be performing work covered by this Agreement. Such notice shall

be given at least 48 hours prior to the commencement of work and shall contain all the information required by the Contract Administration Committee. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Contract Administration Committee within 48 hours thereafter. The Union may withhold or withdraw workers from the Contractor for failure to comply with this Section 1.

301.2 In the event an employer takes over the performance of the contract covered by the terms of this Agreement for another employer, the successor employer shall notify the Contract Administration Committee by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor contractor to claims for any delinquent fringe benefits of the predecessor contractor through the grievance procedure in addition to any other claims which may arise because of such failure.

302. To the extent required by state law, the Employer shall be financially responsible for all wages and fringe benefit payments owed to any workmen or any funds established by this Agreement by the Employer's Subcontractor, or the Subcontractor of a Subcontractor, to any workmen or any Fund contributions required in this Agreement for work performed on the Employer's job or project, provided there has been an appropriate demand made in writing to recover said wages and fringe benefits. If the Employer has included the delinquent Subcontractor on a duly filed Job Registration Form, a copy of such demand will be furnished to the Employer. If the state law is amended to relieve the Employer of such responsibility, then this Section shall continue to be applicable on the Employer's responsibility to the extent of any monies remaining due from the Employer to the Subcontractor who is liable for wages or fringe benefit contributions.

303. Prior to implementation of this paragraph, the Union or Trust Fund will make a good faith effort to promptly notify the Employer of any and all delinquencies of the Subcontractor and make a good faith effort to exhaust execution of the Subcontractor's bond or bonds.

304. The terms and conditions of this Agreement insofar as it affects the individual Employer shall apply to any subcontractor under the control of or working under contract with the individual Employer upon work covered by this Agreement, and said subcontractor with respect to such work shall be considered as the individual Employer. Any subcontractor performing work under the jurisdiction of this Agreement must furnish all materials and equipment for the fabrication and/or installation thereof (except carpenter hand tools) and must compensate carpenters at the wage rates, fringe benefits and working conditions as specified in this Agreement.

305. For purposes of this Agreement, a subcontractor is any person (other than an employee covered by this Agreement), firm, corporation, partnership, limited liability company, or other entity that holds a valid State Contractor's License, wherever required by law, and who agrees under contract in writing with the Employer or in writing with his subcontractors to perform any work covered by this Agreement and who employs workmen as employees to perform services

under this Agreement, who agrees in writing to perform for or on behalf of an Employer or other subcontractor any part or portion of the work covered by this Agreement.

306. The Employer and his subcontractors shall refrain from the use of materials which will tend to cause discord or disturbance on the job site.

307. The terms and conditions set forth in this Section III apply to bargaining unit work only. The Union may withhold or withdraw workers from the Employer or subcontractor for failure to comply with this Section III (301); only after first (1st) notifying the employer or subcontractor in writing 48 hours before withdrawing workers from the employer or subcontractor.

308. The parties recognize and acknowledge the importance of prompt remedial action to collect delinquent fringe benefit contributions from Employers or Subcontractors who are habitually delinquent in their payments to the Funds and will use their good faith efforts to encourage such action. The parties also recognize the responsibility to file appropriate documents in connection with bankruptcy of any Employer or Subcontractor as part of a prudent effort to collect unpaid wages or fringe benefit contributions.

SECTION IV - APPLICABILITY

400. The parties agree that in the event the Union party hereto shall negotiate different terms and conditions of employment for employees performing job site construction industry work in classifications similar to those set forth in this Agreement in the work and territorial jurisdiction of the Union signatory hereto, no Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in such other construction industry agreements concerning jobsite work within the territorial jurisdiction of this Agreement. This provision shall not be applicable to a maintenance or special project agreement that may be negotiated by the Union with an employer not signatory or bound to this Master Labor Agreement.

SECTION V - WAGE SCALES

500. No employee receiving total compensation (i.e., wages and payments to trust funds for vacation, health and welfare, pensions and subsistence) under an existing agreement between an individual Union and any Employer shall suffer any reduction in such compensation by reason of the execution of this Agreement.

501. WAGE & FRINGE BENEFIT INCREASES

Effective July 1, 2007

\$ 2.16 Wages

\$.09 Vacation/Supplemental Dues

\$.25 Pension A

\$.05 Contract Administration

* * \$.01 Grievance & Arbitration Trust

\$ 2.56

*On Sundays and Holidays \$1.50 per hour increase on Pension Annuity Plan B for each hour worked.

Effective July 1, 2008	\$ 2.55	To be allocated by the Union, including \$0.05 to Contract Administration
Effective July 1, 2009	\$ 2.55	To be allocated by the Union, including \$0.05 to Contract Administration
Effective July 1, 2010	\$ 2.55	To be allocated by the Union, including \$0.05 to Contract Administration

** Effective each July 1 of this contract, an additional \$.01 per year from Employers money to Grievance Arbitration Administration.

502. WAGE RATES - Effective 07/01/07

502.1 ZONE #1: Work performed within forty (40) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

J Journeyman Carpenter	\$ 32.63
Carpenter Welder	\$ +1.00

502.2 ZONE #2: Work performed outside of the Las Vegas Area Free Zone between forty (40) to sixty (60) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

J Journeyman Carpenter	\$ +2.50
Carpenter Welder	\$ +1.00

502.3 ZONE #3: Work performed outside of the Las Vegas Area Free Zone over sixty (60) road miles from Maryland Parkway and Charleston, except for Laughlin, Nevada, shall be compensated at the following rates:

J Journeyman Carpenter	\$ +4.25
Carpenter Welder	\$ +1.00

503. LAUGHLIN AREA: Work shall be compensated at the following rates:

J Journeyman Carpenter	\$ +2.00
Carpenter Welder	\$ +1.00

*Road miles are the most direct route by public road. When a job site is located in more than one (1) zone, all hours worked on that site shall be paid in accordance with the zone rate of the zone in which the preponderance of work is performed.

504. FRINGE BENEFIT RATES - Effective July 1, 2007

Health & Welfare	\$ 3.95
Pension	\$ 5.19 (\$2.34 Pension/\$2.85 Annuity)
Vacation/Supplemental Dues	\$ 2.95 (\$2.00 Vac/\$.95 Supp. Dues)
Apprenticeship	\$.35
Carpenters/Contractor Cooperation Cmte	\$.21
Grievance Arbitration/Administration	\$.08
Contract Administration Trust (CAT)	\$.05
Carpenters International Training Fund	\$.04
TOTAL	\$12.82

505. WELDING. The classifications of Carpenter-Welder and Millwright-Welder shall receive \$1.00 per hour over their respective Journeyman's rate. A carpenter-welder shall be defined a workman who holds a valid AWS D1.1 (Heavy Plate) or D1.3 (Light Gauge) certification; or other welding certification relevant to the scope of the job. And who has been dispatched as a certified welder or has been assigned by the Employer to weld on work on which his or her certification is required. This includes welding in panel yards or offsite for a project covered by this Agreement on work like precast and theming. For carpenter-welder classification this does not include miscellaneous or incidental welding of short duration or time accumulated of less than three (3) hours a day.

506. A millwright-welder shall be defined as a workman who performs work described as fusion, welding, brazing, soldering, burning and cutting of all materials. All millwright-welders shall receive the premium for the entire shift in which he performs work defined as a welding operation. Any carpenter who uses a hand held or tractor mounted oxyfuel torch, plasma arc torch or any other thermal cutting device for the purpose of cutting, burning, shaping, or fabricating of any material, for 4 hours or more in a single shift, shall also qualify for the 8 hours of welders' premium. Any apprentice who meets the above descriptions shall receive the premium for welder.

507. In the event that the scope of work demands certification beyond or other than AWS D1.1 or D1.3, it is agreed that the employer shall bear the expense of such certification. It is also agreed that the employer will provide, for each employee who meets the definition of carpenter or millwright-welder all gloves, welding hoods with proper filter lenses as per the standards of ANSI Z49.1 Sec. E4.2.1.1, replacement cover lenses, leathers or sleeves, wire brushes, chipping hammers, soap stone and other necessary equipment required to safely and properly perform the work of a welder. Also the employer shall replace these items in the event they become unusable due to wear or damage associated with welding operations.

508. Each employer shall provide a letter on company letterhead, to each welder employed. If the employee requests the welding qualifications letter in writing, this letter shall include employees name, Social Security number and verification that the welder performed work under the scope of his individual certification. The contractor, if requested in writing, shall provide an employee a copy of his welding records including a copy of his certification, procedures used and letter of welding qualification. Each employer shall recognize the letters of other signatory employers as verification of work performed under the standards of AWS D1.1 Sec. 4.1.3.1 and D1.3 Sec 4.9. These letters must be issued not later than the 15th of the month following the end of each six month period or upon separation from the employer due to the completion of the project. If a welder is terminated or leaves the employer prior to the end of the project then such letter and

information shall be produced within two weeks or ten working days of receipt of the written request for the information.

509. FOREMAN: The hourly wage scale for carpenter foreman shall be 9% above the journeyman carpenter wage rate. The hourly wage scale for carpenter general foreman shall be 9% above the carpenter foreman wage rate.

510. When an employee works in more than one classification for any portion of a day, he shall receive the rate of the highest classification for all work performed for that entire day.

511. All other classifications under the jurisdiction of the Union not designated herein shall receive not less than journeyman carpenter's scale as specified above, except apprentices and their classification herein described. The parties hereto may establish wage rates different than the apprenticeship wage rates for employees under a manpower development training program. Some consideration will be given to providing summer employment for undergraduate engineering students.

512. Indentured carpenter apprentices shall receive the following wages based on the following percentage of journeymen's base rates of pay and fringe benefit contributions per the schedule listed below:

512.1 APPRENTICE SCHEDULE

Schedule of Periods	%	Schedule
1 st 6 months (Minimum 600 hours)	50	(1)
2 nd 6 months (Minimum 600 hours)	60	(2)
2 nd year (Minimum 1200 hours)	70	(2)
3 rd year (Minimum 1200 hours)	80	(3)
4 th year (Minimum 1200 hours)	90	(3)

512.2 SCHEDULE OF FRINGE BENEFITS FOR APPRENTICES

512.2.1 1ST 6 months – Health & Welfare, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Drywall/Lathing Industry Labor Management Cooperation Committee, Supplemental Dues, Carpenters International Training Fund.

512.2.2 2nd 3rd & 4th 6 months – Health & Welfare, Vacation, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Drywall/Lathing Industry Labor Management Cooperation Committee, Supplemental

Dues, Carpenters International Training Fund, Pension "A" contribution, Carpenters-Contractors Cooperation Committee.

512.2.3 3rd & 4th years – all current fringes

512.3 Carpenter Pre-Apprentice

- 512.3.1** As a prelude to apprenticeship. There is established a classification of Pre-Apprentice.
- 512.3.2** The classification of Pre-Apprentice, the recruiting, hiring and dispatch shall be the responsibility of the Union.
- 512.3.3** The Employer may employ one Pre-Apprentice for every (2) Apprentices dispatched under this agreement on a job by job basis. If an Apprentice is not available when requested, a Pre-Apprentice may be used instead.
- 512.3.4** Pre-Apprentices shall, upon accumulation of 300 hours of on the job training become eligible for entry into the Apprenticeship program.
- 512.3.5** It is understood, should an Employer participate in the hiring of Pre-Apprentices that all hours earned in excess of 300 hours will be at the schedule (1) apprentice rate of pay.
- 512.3.6** Pre-Apprentices shall work under the supervision of the Carpenter Foreman and the work they perform will be incidental to work normally performed by Journeyman Carpenters and/or Apprentices. Pre-Apprentices will not be required to use power equipment.
- 512.3.7** Pre-Apprentices shall receive the following wages based on the Journeyman rate of pay:
 - 45% of Journeyman rate
 - .08 Grievance and Arbitration Administrative Trust Fund
 - .55 Supplemental Dues
 - .35 Apprenticeship Fund

513. PUBLIC WORKS: In the event an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates and fringe benefits shall apply to that project for the first twenty-four (24) months of the project. This period shall commence from the date of notice to proceed. If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee. On public works, the one dollar and fifty cents, (\$1.50), on Annuity for Sundays and holidays shall not apply. If the Federal Davis Bacon Act or State Prevailing Wage Law is repealed or amended, the contract may be reopened for affected sections. When an employee has been prevented from working for reasons

beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight-time rate of pay. This section will only be applicable if all craft employees are on a straight-time makeup day.

514. It is the obligation of each employer to complete the State Prevailing Wage Survey or the Form or to allow the Union to perform it for them.

515. Special Single Shifts: On Public Works Projects; When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona-fide job requirement that work can only be performed outside the regular day shift due to safety conditions, or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. Otherwise all time worked or hours paid for Saturdays, Sundays, and holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate. It is agreed, however, that in the operation of this shift, no employee will lose a shift's work.

516. WORK PRESERVATION COMMITTEE: 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. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Painting & Decorating Contractors of America. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

SECTION VI - PLANS & FUNDS

600. The Contractors signatory to this Agreement agree to comply with all the terms set forth in the Agreements establishing: (1) the Southwest Carpenters Pension Trust, dated September 14, 1959; (2) the Southern Nevada Carpenters Annuity Fund dated July 1, 1989; (3) the Southwest Carpenters Health & Welfare Trust, dated February 8, 1955; (4) the Southwest Carpenters Training Fund, dated May 1, 1960; (5) the Southwest Carpenters Vacation Trust, dated April 1, 1962; and (6) the Contractors Grievance and Arbitration Trust and (7) Contract Administration Trust, (hereafter collectively referred to as the "Carpenters Trust Funds") and any amendments, modifications, extensions and renewals of such Trust Agreements. Such Trust Agreements are incorporated herein by reference and made a part of this Agreement.

601. The Contractor agrees to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in this Agreement (see Section V Wage Scales) and the Trust Agreements and

further agrees to be bound by the Trust Agreements, and Rules and Procedures adopted by the Trustees, and all amendments, and modifications thereto and further agrees that it does irrevocably designate and appoint the Employers mentioned in the Trust Agreements along with representatives designated by the United General Contractors, Inc., as its attorney-in-fact, for the selection or removal of Trustees as provided by or pursuant to the Trust Agreements.

602. Included in the contributions called for herein, the parties agree that each signatory employer will make a contribution to the Carpenters' International Training Fund and to the UBC Labor Management Education and Development Fund (hereafter "International Funds") in such amounts as allocated by the Union. Payment to the International Funds shall be made to such collection agent as is designated by the Union on or before the 20th day of the month following the month of the work performed. Currently four cents per hour is contributed to the International Training Fund. These contributions may be collected with the existing contributions to one of the existing Carpenters Trust Funds or other Carpenter funds, upon approval of the Trustees of those Funds, and as allocated by the Union. The Employer agrees to be bound to the Agreements and Declarations of Trust for the International Funds as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request the employer may receive the latest annual report prepared for the Funds.

603. Each individual Employer covered by this Agreement will contribute the sum of \$2.85 cents for each hour compensated to carpenters employed by such individual Employer under this Agreement to the Carpenters Southern Nevada Pension Trust Fund. This amount is reflected in the Pension contribution set forth in Section V. When work on Sundays and Holidays is done, there will be a \$1.50 premium paid for each hour of compensation under this Agreement.

604. Supplemental Dues

604.1 Subject to the following conditions, the Contractor agrees that he will remit to the Southwest Carpenters Vacation Trust on a monthly basis for every hour worked or paid for by employees covered by this Agreement the amount designated herein (See Section 5 Wage Scales) as vacation pay. If his employees sign a written authorization to do so, the Administrator of the Vacation Trust will deduct from that amount the sum of ninety-five cents (\$0.95) per hour or the amount of Supplemental Dues that are lawfully required by the Union. In implementing the foregoing the Carpenters Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

604.2 Said Supplemental Dues will be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation Trust. All sums deducted by the Employers pursuant to the provision of this Article will, from the instant of their deduction, be considered dues if proper authorization will have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article will, from the instance of their transmittal, be considered vacation contributions if no such proper authorization will have been furnished, and will be held by the Vacation Trust for the

account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank will separate the funds transmitted into dues and vacation contributions, respectively, based on whether or not a proper dues deduction authorization will have been filed. The bank will then deposit such sums in the account of either the Agent or the Vacation Trust. The Union will bear the responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment will be borne by the Union. This provision will not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above will be irrevocable for a period of one (1) year from the date of the execution and will renew automatically from year to year, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, will have revoked such authorization.

604.3 The amount payable to the Vacation Fund on overtime work shall be paid in an amount reflecting the overtime premium payment.

605. CONTRIBUTIONS ON BEHALF OF SUPERINTENDENTS: The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Carpenters Health and Welfare Trust Fund and Carpenters Pension Trust Fund, on the basis of 173 hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity. The Employer agrees to abide by the rules adopted by the Trustees of the Pension and Health and Welfare Fund governing contributions on behalf of superintendents.

606. APPRENTICESHIP: The Employer and the Union agree to establish and operate a Joint Apprenticeship Committee for carpenters. The Joint Apprenticeship Committee is to have complete control and direction of the on-the-job and related class training of all apprentices in the trade.

607. To meet the cost of operation and administration of the joint apprenticeship program, each individual Employer covered by this Agreement will contribute the sum of thirty-five (\$.35) cents per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement. Such contributions shall be made to the "Carpenters Joint Apprenticeship Committee Fund." The employment of apprentices shall be governed under conditions established in accordance with this paragraph (g) and under the rules and regulations of the Joint Apprenticeship Committee.

608. The Trustees of the Joint Apprenticeship Committee shall have the authority to establish new training programs to provide journeyman carpenters with training regarding upgrading such carpenters on technology, materials and new methods of work that are related to the carpenters and

millwright trades. Such programs shall be established within existing contributions and available funds.

609. A Contractor may employ one (1) apprentice for every two (2) journeymen. The Contractor must hire one (1) apprentice after ten (10) journeymen, including the foreman. After the first ten (10), then for every five (5) journeymen he must employ one (1) apprentice if available. If the Employer fails to maintain the ratio of journeyman to apprentice, the Union will dispatch an apprentice every time a journeyman is dispatched until the ratio is met. Two (2) apprentices may be employed with each journeyman on Insulation Work.

610. GRIEVANCE AND ARBITRATION/ADMINISTRATION TRUST FUND: There is hereby established a Grievance and Arbitration/Administration Trust Fund. The purposes of the Trust are to establish and administer procedures to process grievances and to provide third party independent arbitration on disputes concerning the interpretation or application of this Agreement that may occur between the employer or individual employer and the Union. Additionally, the purposes will include establishing, implementing and administering uniform labor relations policies and assisting in the negotiations of any modification, amendment, change, extension or renewal of this Agreement or any subsequent agreement on behalf of signatory members of the Association and those individual Employers who, under a collective bargaining agreement with the Union, are so obligated to contribute. Each individual employer agrees to contribute the sum of eight cents (\$.08) per hour for each hour compensated to carpenters employed by such individual employer under this Agreement, to the Grievance and Arbitration/Administration Trust Fund.

611. The Trustees of the Grievance and Arbitration/Administration Trust Fund shall be appointed by the United Builders and Contractors Association, Inc. All monies collected on behalf of contractors who are signatory through a proxy with the Painting & Decorating Contractors of America will be forwarded to the Painting & Decorating Contractors of America on a monthly basis by the Grievance and Arbitration/Administration Trust Fund. Also it is agreed the Painting & Decorating Contractors of America will continue to represent all members of the Association in matters of labor relations, including grievance and arbitration representation.

612. CARPENTERS-CONTRACTORS COOPERATION COMMITTEE: The parties to this Agreement have established the Carpenters-Contractors Cooperation Committee for the purposes of protecting, improving and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Carpenters construction industry. Each signatory member of the Association and those individual Employers who are obligated to contribute under a collective bargaining agreement with the Union shall contribute, during the term of this Agreement, the sum designated in Section V to the Carpenters-Contractors Cooperation Committee. The Committee is a jointly established and administered Committee formed and created for the above stated purposes and the individual Employer hereby adopts and agree to be bound by the terms of Bylaws establishing the Carpenters-Contractors Cooperation Committee dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Directors of said Committee.

613. DRYWALL/LATHING INDUSTRY LABOR MANAGEMENT COOPERANTION COMMITTEE, INC.

- 613.1 Each Contractor shall, effective July 1, 2007, contribute the sum of five (\$0.05) cents per hour for each hour paid for or worked by employees performing work covered by this Agreement to the Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., also known as the Contract Administration Committee (herein "CAC") and such contributing Contractor agrees to be bound by all of the provisions of the By-Laws and Articles establishing the Contract Administration Committee, as amended, as such may from time to time be amended or supplemented. These funds shall be utilized by the CAC to administer and enforce the provisions of this Agreement. The contribution to the CAC will increase by five cents (\$0.05) per year effective July 1, 2008.
- 613.2 The CAC shall endeavor to employ persons in the capacity to field investigators who have extensive knowledge in the scope of work covered by this Agreement. Such field investigators shall be authorized and shall be provided with special credentials authorizing them to visit and/or investigate any job site properly within the area of coverage of this Agreement and gather information from any employee, employer, Union representative or employer association or representative covered by the Agreement. The field investigators shall assist in the enforcement of the Job Registration requirements, including verification of registered and non-registered job sites with footage and man hour estimates in connection therewith. Field investigators of the Fund shall also investigate complaints arising in connection with other alleged violations of this Agreement.
- 613.3 The CAC is authorized to assist the Union and the Association in any program or programs instituted by those organizations similar to the purposes and objectives of the CAC. Further, the CAC shall be authorized to cooperate with and exchange information with other construction industry craft programs whose purposes and objectives are similar to those specified therein. In case an individual Contractor fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the CAC or any of the parties hereto, may file an action to compel audit entry without regard to the grievance and arbitration procedures set forth in Article XV of this Agreement. Any action to secure compliance with the provisions of this Article, or to secure audit entry in order to perform such audits as may be required or requested pursuant to this Agreement, shall be brought and tried in a court of competent jurisdiction located in the city limit of Las Vegas, and each party to such action expressly waives any right to change venue of such action to any other county or any other place. If any individual Contractor refuses audit entry as required by this Agreement, and if an action is filed to complete audit entry, the individual Contractor shall be required to pay reasonable attorney's fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction
- 613.4 In addition to the above specified areas of responsibility, the CAC field investigators shall record any evidence of alleged violations discovered as set forth in Section 2 of this Article. Such evidence of violation shall immediately be forwarded in writing to the appropriate parties to this Agreement. The CAC shall file charges with the

Southern California Joint Adjustment Board in connection with the evidence of alleged violations of the Agreement with respect to job registration requirements, reporting of hours and payment of proper Trust Fund contributions and Uniform Drywall Bond requirements.

614. Audit and Contract Enforcement

- 614.1** Each individual Contractor shall maintain and make available upon written request by the Contract Administration Committee ("CAC") to auditors designated by said CAC all records of all firms believed to be compensating Drywall employees covered by this Agreement in which he or it has a financial interest. Said auditors shall be permitted to review and copy any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual Contractor during business hours at a reasonable time or times to examine and copy such books, records, papers, or reports of such individual Contractor as may be necessary to determine whether or not the individual Contractor is making full and prompt payment of all sums required by this Agreement. Said records shall include, but not necessarily be limited to, all job cost records, general check register and check stubs, bank statements and canceled checks, general ledger, workers' compensation insurance reports, financial statements, business income tax returns, employer time cards, payroll journals, individual earning records for all employees, forms W-2 and 1099 remitted to the U.S. Government, health and welfare and pension reports for all other trades, cash receipts journal, copies of all contracts, and all material invoices. Such records shall be made available at the Contractors' local office in Clark County, Nevada, or, if the Contractor does not maintain a local office, at the office of the Trust Fund.
- 614.2** In case an individual Contractor audited by the CAC is found to have materially breached the Agreement in the amount or manner of making contributions to the Trust Funds required under the Agreement, such individual Contractor shall be liable for the expenses of such audit, all expenses of collection as well as reasonable attorneys' fees, in addition to any other liabilities and expenses set forth under this Agreement, or the agreement and declaration of trusts establishing the fringe benefit procedures and obligations herein.
- 614.3** In case an individual Contractor fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the CAC or any of the parties hereto, may file an action to compel audit entry without regard to the grievance and arbitration procedures set forth in Article VIII of this Agreement. Any action to secure compliance with the provisions of this Article, or to secure audit entry in order to perform such audits as may be required or requested pursuant to this Agreement, shall be brought and tried in a court of competent jurisdiction located in the city limit of Las Vegas, and each party to such action expressly waives any right to change venue of such action to any other county or any other place. If any individual Contractor refuses audit entry as required by this Agreement, and if an action is filed to complete audit entry, the individual

Contractor shall be required to pay reasonable attorney's fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction.

- 614.4** In addition the Regional Council shall have the right to withdraw employees and refuse to dispatch workers to any individual Contractor who refuses audit entry within seven (7) calendar days or who refuses to make available relevant records necessary for the completion of the audit.
- 614.5** The CAC shall submit evidence of any alleged violation of this Agreement to the Association and the Southwest Regional Council of Carpenters, and shall then submit the matter to the Joint Adjustment Board for adjudication as though the complaint or grievance were filed by a Local Union, an individual Contractor or an individual worker.
- 614.6** In case the auditors designated by the Board of Trustees conduct an audit and determine that a Contractor has violated the provisions of this Agreement for hours worked (or paid for) in that the gross compensation, including any remuneration or compensation not required or permitted by this Agreement, divided by hours reported, exceeds the employee's base rate plus One Dollar (\$1.00) per hour, or if adequate records are not made available to allow the auditor to make his determination in that regard, or if hours worked for each payroll period are not recorded on payroll records, then the auditors shall calculate or estimate gross compensation including any remuneration or compensation not permitted in this Agreement from whatever information is available. This amount determined to be the gross compensation, when divided by the appropriate hourly wage, exclusive of vacation and other fringe benefits, and then multiplied by the appropriate hourly fringe benefit contribution rate according to this Agreement, shall be considered due the respective Trust Funds.
- 614.7** The failure to register jobs as required by Article III of this Agreement and/or the failure to report accurately all hours worked in a given period to the respective Trust Funds and/or to pay fully the required amounts to said Trust Funds as required by Article V of this Agreement shall constitute *prima facie* evidence of intent to violate this Agreement and shall require the auditors to apply the above-stated formula to determine the amount due the respective Trust Funds. The amount determined to be due by the application of the above formula shall be paid by the individual Contractor to the respective Trust Funds, unless challenged through the grievance procedure within ten (10) days from the date of receipt of the demand for payment.
- 614.8** If the Contractor fails to pay the said amount, and if a grievance is filed, the Joint Adjustment Board or arbitrator shall be authorized to assess damages in addition to any other remedies deemed appropriate by the Joint Adjustment Board or the arbitrator.

615. The failure to register jobs, and/or accurately report hours on jobs as required by this Agreement, shall entitle all of the Trusts to assess fringe benefits based upon the reports of the CAC field personnel as to their estimate of the hours that should have been paid on the particular job or jobs. Such estimate shall be conclusive evidence of the amount due and owing unless the estimate is found by the Joint Adjustment Board and/or the arbitrator to be arbitrary and capricious.

616. All payments required to be made by each Employer to the Vacation Savings Plan, the Health and Insurance Trust Fund, Grievance and Arbitration Administration Trust Fund, Carpenters Contractors Cooperation Committee, Contract Administration Trust, the Carpenters International Training Fund, the Pension Trust Fund, the Joint Apprenticeship Committee and the Journeyman Upgrading Fund, when applicable, under this Section shall be due and payable to the appropriate trust fund and Joint Apprenticeship Committee no later than the tenth (10th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered in violation of the Agreement and a delinquent Employer. The grievance and arbitration procedure contained in Section XV shall not apply to any cases involving the failure of a contractor to pay fringe benefits as required herein. The Union shall take appropriate action against the Employer or Subcontractor who is delinquent in the payment of fringe benefit contributions under this Agreement, up to and including the withholding of manpower.

617. A list of Subcontractors or others who are delinquent in payment of fringe benefit contributions under this Agreement will be provided monthly to Employers and Employer Associations representing Employers, as close as reasonably possible to the first of the next month succeeding the due date of reports referenced above.

618. The Union may, upon ninety (90) days written advance notice at any time during the term of this Agreement, allocate any portion of the then-existing journeyman wage rate to the Vacation Savings Plan, Apprenticeship Committee Trust Fund, Carpenters International Training Fund, Work Preservation Committee Fund, Health and Welfare and/or Pension Plan.

619. TRUST FUND DELINQUENCIES:

- 619.1** Throughout the effective term of this agreement, the Employer and the Union agree to be bound by and to fully comply with all terms and provisions of the Trust Agreements referred to herein and to comply fully with all, regulations and eligibility standards adopted by each of said Boards of Trustees, together with any and all further amendments, changes and additions to said Trust Agreements and/or to said rules, regulations and eligibility standards which at any time may be adopted.
- 619.2** In the event of non-payment or delinquent payment of contributions, the Employer shall pay to each of said Trust Funds liquidated damages, interest, audit fees, court costs and reasonable attorney fees for the expense of collection.
- 619.3** If any of said Boards of Trustees, acting directly or through its authorized representatives, makes a determination that the Employer is delinquent in furnishing timely reports in proper form, making timely payment of contributions or in failing

to comply fully with any of the provisions of the applicable Agreement and Declaration of Trust or with any rules, regulations or collection procedures of such Trust Fund, then, in addition to the foregoing provisions of this Article, the Union may refuse to furnish any employees to such delinquent Employer and/or may direct employees currently employed by such delinquent Employer to cease working and/or impose economic or other legal sanctions against such delinquent Employer. Any such action by the Union shall not be in violation of the Strike, Prohibition provisions set forth in this Agreement. Prior to removal of employees, the Union will give the Employer twenty-four (24) hours notice.

SECTION VII - HIRING PROVISIONS

700. The hiring provisions shall be as set forth in Appendix "A"

SECTION VIII - ZONE PAY

800. **ZONE 1** - The Free Zone around Las Vegas shall be within forty (40) road miles from the intersection of Charleston Boulevard and Maryland Parkway.

801. **ZONE 2** - Work performed outside of the Las Vegas Area Free Zone between forty (40) to sixty (60) road miles from Maryland Parkway and Charleston shall be compensated at rate set forth in Section V of this Agreement.

802. **ZONE 3** - Work performed outside of the Las Vegas Area Free Zone of over sixty (60) road miles shall be compensated at the rate set forth in Section V.

803. When the Contractor furnishes transportation to workmen to and from the jobsite on the Contractor's time, no travel and subsistence or zone pay shall be paid.

804. Workmen performing work outside Zone 1 shall receive the appropriate rate for not less than eight (8) hours per day.

805. No premium shall be paid regarding travel, subsistence or zone pay if a workman has been a bona fide resident for a period of six (6) months prior to employment and is employed in one of the areas described below:

PAHRUMP	MESQUITE
CALIENTE	ALAMO
PIOCHE	BEATTY
OVERTON	INDIAN SPRINGS
LOGANDALE	LATHROP WELLS
LAUGHLIN/BULLHEAD CITY	TONOPAH

806. The starting point for zone pay as described above shall be computed beyond twenty (20) miles from the post office in each community, and any workman qualified under the above residence requirements shall have the first preference regarding employment in any of the above-

described areas. Regardless of the residence of the workman, in the event the jobsite is located in any area other than the above-described areas, then each provision of this section on zone pay shall apply.

SECTION IX - HOURS OF WORK

900. Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 4:30 a.m. and 4:30 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time or deviation of the scheduled meal time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward, provided that no work is started prior to 4:30 a.m. without agreement of the Union before starting time or meal period, the Employer shall give written notification of the deviation in starting time or meal period to the Union not less than 24 hours prior to the starting time of the deviation, and such notice shall contain the following information:

1. Address of job.
2. Starting deviation hour or meal period.
3. Starting date for deviation.
4. Reason for deviation.
5. Approximate ending date of deviation.

901. Shift starting time on high-rise project above six stories shall commence at ground level elevator entrance.

902. Overtime rates shall not be paid for work performed before 4:30 a.m. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 4:30 a.m. at the rate of time and one-half ($1\frac{1}{2}X$) Monday through Saturday, or double time (2X), if occurring on a Sunday or holiday.

903. The regular work week shall consist of five (5) days, Monday through Friday. OVERTIME RATES: First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half ($1\frac{1}{2}X$). Vacation Savings are part of the total taxable rate and therefore are multiplier of overtime, either at time and one-half ($1\frac{1}{2}X$) or double-time (2X).

904. Saturdays up to the first ten (10) hours shall be at the rate of time and one-half ($1\frac{1}{2}X$). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be \$1.50 per hour additional paid to Pension Annuity. Employees must be given an eight (8) hour break between the termination of any work and the commencement of another straight time shift, except in cases of emergency.

905. When a workman is required to work more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a hot lunch no more than five (5) hours after the last lunch period, and the workman shall have sufficient time to eat the lunch without loss of time. The employer has the option to pay one-half ($\frac{1}{2}$) hour applicable overtime rate in lieu of meal.

906. When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operation, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time shall be paid the applicable overtime rate. When a special shift is established in accordance with paragraph (910.). Special Shifts, it is understood that a single and a multiple shift may work concurrently on a project.

907. Shift Work: When more than one shift is worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The second shift shall work seven and one half ($7\frac{1}{2}$) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for after the above-specified work shifts in any one day or on a Saturday, Sunday or holiday shall be paid for at the applicable overtime rate.

908. Any time worked from Friday midnight to Sunday midnight, or on a holiday or in excess of the regular shift hours or hours paid for, shall be paid at the overtime rate, except as provided in paragraph (909.) of this Section. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above shift arrangements.

909. Multiple Shifts:

909.1 On a three (3) shift operation commencing on Monday at the established starting time for the day shift then in effect, the 15th or Friday graveyard shift ending on or before 8:00 a.m. Saturday morning will be considered Friday work.

909.2 The Saturday graveyard shift ending on or before 8:00 a.m. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 a.m. Monday morning will be considered Sunday work.

909.3 Work performed at times considered Saturday and Sunday under multiple shift arrangements shall be paid for at the appropriate straight-time hourly rate.

910. Special Shifts: If maintenance or remodeling or new construction work cannot be performed on a regular shift because of the fact that establishments cannot suspend operations during the day, a special single or second shift may be employed starting at a time coinciding with required operations of the establishment, Monday through Friday. The employees on these shifts will work eight (8) consecutive hours, exclusive of a meal period, for which they shall receive eight

(8) hours pay at the straight time rate. Four (4) ten (10) hour days may be utilized Monday through Friday at straight time rate. Notification to the Union is required before commencement of work in this paragraph.

911. The Employer may, in Zone 1, 2 & 3, after first notifying the Union, work a work week consisting of 10 hours per day for four (4) consecutive days between the hours of 5:00 a.m. and 6:30 p.m., Monday through Friday; providing all trades on the worksite work the same shift.

SECTION X - HOLIDAYS

1000. The following days are recognized as holidays: New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day. Note: with respect to millwrights, Admission Day is a recognized holiday in lieu of Veteran's Day for all Nevada Counties except for Clark, Lincoln, Nye and Esmeralda. If any of the above holidays should fall on a Sunday, the Monday following shall be considered a recognized holiday. Work on such days shall be paid for at the applicable overtime rate (2X). No work shall be performed on Labor Day, unless the Union is notified five (5) days prior to Labor Day and it shall be voluntary. The five (5) day notice will be waived to preserve life and property. If it becomes necessary to work on Labor Day, it will be (3X) three times the regular wages.

1001. When it is necessary for an Employer to have work performed on Saturdays, Sundays or holidays, then it shall be the responsibility of the Employer to notify the Union.

SECTION XI - SHOWUP TIME

1100. Other than on the first day of dispatch, in which case two (2) hours shall apply, men who report for work, for whom no work is provided, shall be entitled to two (2) hours, pay at the regular hourly rate for so reporting unless he has been notified before his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four hours are worked in any one day he shall receive not less than the hours worked for that day, unless prevented from working for reasons beyond the control of the Employer, including but not limited to such factors as inclement weather or breakdown causing discontinuance of a major unit of the project, during which time employees are not required or requested to remain on the project by the Employer or his agent.

1101. No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Union, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this Section shall also be applicable to the requirements of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement. The employee will furnish the Employer with his current address and telephone number at the time of employment.

1102. Carpenters discharged on the first day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

1103. DISCHARGED EMPLOYEE: Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pickup time prevailing on the job.

1104. After the third (3rd) day of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to the grievance and arbitration provision of this Agreement. The individual Employer during the first three (3) days of employment may reject or discharge any employee for any reason. Discharge for cause shall be in writing to the employee.

SECTION XII - PRE-JOB CONFERENCE

1200. Pre-job conferences on all projects covered under the terms of this Agreement shall be held as follows:

1200.1 The individual Employer shall at his option or at the option of the Union or Regional Council, call for a pre-job conference. If the Union or Regional Council desires, it shall be entitled to a pre-job conference solely with the individual Employer. The individual Employer may include his subcontractors at such conference.

1200.2 The individual Employer shall advise the Union or Regional Council, in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or, contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.

SECTION XIII - PAYMENT OF WAGES

1300. All wages must be paid on the jobsite weekly on Fridays, no later than one-half hour before quitting time. The Employer may not hold back more than seven (7) calendar days pay. When an employee is laid off or discharged, the employee must be paid in full at the time of such layoff or discharge. All employees must be paid wages due to them on Fridays or at the time of the layoff or discharge, and if not, then pay shall accumulate for all time that such employee is not paid on the basis of eight hours per day on a seven day basis until payment is made.

1301. When employees are paid by check on other than a local bank, the Employer shall make arrangements for a local bank to honor his checks. The Employer will not require a lien waiver as a condition precedent to the receipt of a payroll check. All wages shall be paid by paycheck only. The individual Employer shall show on the paycheck stubs the individual Employer's name, business address, payroll ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period.

1302. Whenever an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of such resignation or quitting shall be paid within twenty-four (24) hours after a demand therefore. The Employer may not in any case, however, withhold the employee's final check for a period longer than three (3) days unless the delay is caused by circumstances beyond the control of the Employer.

1303. If the Employer lays off men prior to payday, they must pay the men in full at the time of termination of employment. Any employee discharged or laid off in the afternoon shall receive pay until the regular quitting time of the shift. All employees, upon termination, shall be allowed sufficient time to assemble their tools before leaving the job.

1304. The Employer agrees to furnish such payroll information as may be necessary as requested by the Union in order to determine whether there has been any violation of the wage, fringe benefits, or other conditions of employment of the Agreement.

SECTION XIV - UNION REPRESENTATIVE

1400. A Union Representative, full-time, credentialed by the Regional Council, or steward shall have access to the job during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with. He shall make every reasonable effort to advise the individual Employer or his representatives of his presence on the job and shall not stop or interfere with the work of any workman without the permission of the individual Employer or his representative unless the Union Representative determines that there has been a violation of the Agreement by the Employer. No Union Representative or steward shall be discriminated against for performing his duties under this Agreement.

1401. Stewards:

1401.1 The steward is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative, who shall immediately attempt to adjust the grievance or dispute with the Employer or his representative.

1401.2 The steward shall be a working employee selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously, as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his duties, including, in addition to his normal duties, obtaining information on safety and sanitation.

1401.3 The Union shall notify the Employer or his representative, in writing, of the appointment of the steward. The Employer or his representative can lay off or discharge the steward for cause only, and the Employer shall notify the Union, in writing, of his intention to do so one (1) full working day prior to such layoff or discharge on projects within fifty (50) miles of the hiring hall, and give two (2) working days notice on projects located over fifty (50) miles from the hiring hall.

1401.4 It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever carpenters overtime is worked and as long as there is work he is qualified to perform. The steward shall not be discharged or laid off for the performance of his Union duties.

SECTION XV - GRIEVANCE PROCEDURE

1500. Subject to the exceptions provided for in Article V of this Agreement, any dispute, grievance or question concerning the application or interpretation of this Agreement shall be determined in accordance with the provisions of this Article. Disputes concerning the proper payment of Trust Fund contributions or amount of Trust Fund contributions due and owing may at the option of any party hereto be submitted to the provisions of this Article, provided however, that the Trustees of the respective Trust Funds referred to in this Agreement shall not be required, as a condition of collecting all amounts due such Trust Funds, to submit their claims through the provisions of this Article.

1501. There is hereby established a Joint Adjustment Board for Southern Nevada for all grievances and claims arising under this Agreement and it shall be known as "The Southern Nevada Joint Adjustment Board for the Drywall Industry."

1501.1 The Board shall be composed of four representatives and their alternates selected by the Association and four representatives and their alternates selected by the Union.

1501.2 In addition to the employer and employee members, the Board shall have as a member an individual who shall be a permanent neutral arbitrator who shall sit as the chairman of the Board and shall attend meetings as scheduled. The permanent neutral arbitrator, who shall have no business connection with either party to this Agreement, shall be authorized to participate in the proceedings and if the Joint Adjustment Board is unable to reach a majority vote, the arbitrator shall render the deciding vote. The decision of the Joint Adjustment Board and/or the decision of the arbitrator, as the case may be, shall be final and binding upon all parties to this Agreement and shall have the effect of a legal judgment.

1501.3 A quorum of the Board shall consist of one employer member and one Union member along with the arbitrator. All decisions of the Joint Adjustment Board shall be by majority vote, with each party having equal voice and vote.

1501.4 Any individual employer against whom a grievance or claim has been filed may, upon demand, require that the arbitrator make the decision in the case rather than the Joint Adjustment Board. In the event that any individual employer fails to appear or refuses to participate in the grievance proceedings, the grievance or claim against said individual employer shall be processed and upon submission by the charging party or parties, the Joint Adjustment Board or the arbitrator, as the case may be, shall make a decision concerning said grievance or claim. No decision

concerning an individual contractor who fails or refuses to appear shall be made unless the neutral arbitrator issues said decision.

1502. The Joint Adjustment Board and the arbitrator, as the case may be, shall have the power to adjust grievances and disputes, make awards of back pay, levy fines for violations of the Agreement, and assess liquidated damages in accordance with the provisions of this Agreement, which shall be final and binding upon all parties to this Agreement. The Joint Adjustment Board may, as part of a remedy in any case before it, order an increase of the bonding requirements specified in this Agreement up to a maximum of \$30,000.00, or an amount equivalent to the average of the three (3) highest contributing months within the previous twelve (12) month period, whichever is greater, and may specify the effective date of such bonding requirements.

1503. The parties recognize and acknowledge that compliance with the requirements to pay wages, fringe benefits, and to abide by the provisions of this Agreement is essential for maintenance of this Agreement, the health and safety of workers covered thereunder, the fairness to all parties (including the Union, employees and employers in the industry), and that it would be extremely difficult if not impracticable to fix the actual expense and damage to the workers, and the Union, and the industry, for any failure to comply with any of the provisions of this Agreement. Any liquidated damages assessed by the Joint Adjustment Board or the arbitrator shall become due and payable to the Joint Adjustment Board as liquidated damages and not as a penalty. Neither the Joint Adjustment Board nor the impartial arbitrator shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

1504. In addition to any rules and procedures which the Panel may adopt, the Joint Adjustment Board and the permanent neutral arbitrator shall be governed by the following provisions:

1504.1 All proceedings shall be done in an expedited manner and no briefs, transcripts or written opinions shall be required unless specifically requested by any parties to the grievance or unless ordered by the permanent neutral arbitrator. The parties specifically agree that the permanent neutral arbitrator shall not be required to render an expanded opinion in any case unless requested prior to the commencement of the proceedings.

1504.2 The Board shall meet within forty-five (45) days of any item referred to it and shall establish regular monthly meetings for the purposes of hearing all grievances and claims filed therein. The Board shall provide notice of time and place of hearings to all persons having business before the Board and shall establish regular meeting places and mailing address for all matters. All proceedings of the Southern Nevada Joint Adjustment Board shall be held in the City of Las Vegas unless mutually agreed to move to another location.

1504.3 The expenses of the Joint Adjustment Board and the permanent neutral arbitrator, including all costs of a court reporter or otherwise, shall be paid by the Contract Administration Committee provided that all fines, assessments, or liquidated damages which are not awarded to individual employees or to the Trust Funds shall be retained by the Joint Adjustment Board to defray expenses. Any

surplus funds shall be turned over to the Trustees of the Apprenticeship Trust for the sole and exclusive use by said Apprenticeship Trust Fund.

1504.4 Any grievance or dispute to be submitted shall be presented to the Joint Adjustment Board within thirty (30) days after the complaining party has actual knowledge of the facts giving rise to the dispute or, when further discovery is necessary, the complaining party has made final determination of the facts giving rise to the dispute. Whenever possible before submission of the dispute to the Joint Adjustment Board, representatives of the Regional Council and the individual contractor shall attempt to adjust the matter. If after twenty-four (24) hours the matter cannot be adjusted between the respective parties, either party may submit the matter to the Joint Adjustment Board, which shall render a decision within the limits and subject to the provisions of this Article and applicable rules and regulations.

1504.5 Repeated violators of this Agreement shall lose the rights of the 24-hour adjustment provisions of this section.

1504.6 The Joint Adjustment Board or arbitrator may, as part of a remedy, require a contractor to submit weekly reports of workers and hours worked to the Contract Administration Committee.

1504.7 In any grievance in which the arbitrator is requested to issue an expanded opinion, the arbitrator shall not be required to render such an opinion unless the party requesting the same guarantees to pay any additional charges or expenses of such services. The decision of the arbitrator of the Joint Adjustment Board shall be issued within thirty (30) days following completion of the proceedings.

1504.8 Charges and expenses incurred as the result of special hearing or hearings heard on days other than the regular scheduled meeting date of the Joint Adjustment Board, shall be payable by the party requesting such special hearings and shall not be the responsibility of the Contract Administration Committee.

1505. A decision of the Joint Adjustment Board or the decision of the permanent neutral arbitrator shall be enforceable by petition to confirm an arbitration award filed in the Superior or Municipal Court of the City and County of Las Vegas for all proceedings of the Southern Nevada Joint Adjustment Board. Alternatively, such petition may be filed or tried in the United States District Court for the Southern District of Nevada.

1506. Any party who fails or refuses to comply with the decisions of the Joint Adjustment Board or an award of the permanent neutral arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law.

1507. If any party hereto fails to comply with the decision of the Joint Adjustment Board or the permanent neutral arbitrator, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such non-compliance

continues. Said right to withdraw employees or strike shall be in addition to all other remedies available herein.

1508. Whenever the Union has the right pursuant to the Terms of this Agreement to withdraw or refuse to refer workers, such rights shall coexist with the right to proceed under any stage provided for under the provisions of this Article.

1509. Awards involving application or enforcement of Article II (Subcontracting) shall not be enforced by strike action.

SECTION XVI - TOOLS

1600. The individual Employer shall provide on each jobsite a secure place where the employees may keep their tools.

1601. Carpenters and apprentices shall furnish their own tools, but shall not furnish sawhorses, ladders, miter boxes, electric drills, power bits, power or battery tools and machines, electric cords, power saws or automotive equipment to be used for the purpose of hauling or delivering the Employer's materials or equipment. Each employee shall arrive on the jobsite with tools in a proper condition. If necessary, the employees shall be allowed a reasonable amount of time during the work week to sharpen their tools on the Employer's time. If the Employer so chooses, he may send out employee's saws to be sharpened by a commercial saw sharpener.

1602. The Employer shall not contract with any workman or with any member of the family of a workman employed under this Agreement either by way of a lease, loan, or sale unless such member of the family is engaged in a bona fide licensed regular business regarding such tools.

1603. If any individual employee's full box of working tools is lost by reason of fire, theft or forcible entry while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of seven hundred fifty dollars (\$750.00) within five (5) working days from the date of claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim. To implement this section, the individual carpenter shall provide an exact written inventory of tools within five (5) days after starting the job.

SECTION XVII - WORKING CONDITIONS

1700. Iced drinking water or, at the option of the Employer, electric coolers, shall be furnished on the jobsite at all times and sufficient sanitary cups furnished. Sanitary toilets must be furnished on all jobs in accordance with the applicable local and state health and sanitation laws. The Employer shall provide a shelter for men to use at lunch time if no vehicle is available in the immediate locality of the project.

1701. The Employer will carry adequate insurance for compensation of injured workmen. The Employer and all employees mutually recognize the need for the provision and maintenance of safe working conditions, the observance of proper safety practices with respect to the use of tools, equipment and supplies, and compliance with all applicable federal and state safety rules and

regulations. Employees are required to report work injuries immediately to the Employer upon occurrence. Employees shall not be required to work under hazardous conditions when the performance of such work is in contravention to applicable Federal and State Safety Rules and Regulations. First aid kits must be provided and maintained on the jobsite.

1702. The Employer will immediately notify the Union by telephone of any industrial accident involving an employee covered by this Agreement that is of a nature that is required to be reported to the State of Nevada under applicable State laws. Where an employee is required to work in a hazardous area where there is a mutually recognized hazard and exposure to possible injury, such employee shall not be required to work alone.

1703. The Employer shall not refuse to hire for employment an applicant who is physically able to perform his work or discharge or discriminate against such an employee, because of any industrial injury incurred by the workman prior to employment or because of the filing of a claim for workers' compensation benefits.

1704. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in this Agreement. Any other method of paying employees, such as the use of piecework, bonus systems, quota setting or lumping of the work, shall be deemed a violation of this Agreement. Work performed under this Agreement shall be done by the employees of the Employer on an hourly basis subject to the subcontracting provisions of this Agreement, and the Employer recognizes those sections of the Constitution and Bylaws of the United Brotherhood of Carpenters and Joiners of America which prohibit its members from contracting for labor only. The contracting Employer agrees that all work covered by this Agreement shall be performed by carpenters and that such workmen shall be employees of the Employer or the subcontractor employed under the terms of this Agreement. The provisions regarding piecework and minimum hourly wage rates shall not be applicable in the event a carpenter is employed under Appendix "D" relating to residential construction.

1705. An employee who as a result of an on-the-job industrial injury is unable to complete a full day's work shall be paid for the full day on which such injury occurred, provided, however, that such payment need not be paid where said injury does not require the attention of a physician who has certified the employee's inability to complete the work on that day because of such injury. If the employee is required to keep a doctor's appointment during working hours and such doctor's appointment is the direct result of an on-the-job industrial accident, then his pay will continue for the time he is absent from the job for such doctor's office visit provided he furnishes satisfactory proof to the Employer.

1706. When any protective equipment or clothing is necessary, all such equipment or clothing shall be furnished by the Employer.

1707. Employees shall not be discriminated against for failure to work behind a picket line sanctioned by the Southwest Regional Council of Carpenters.

1708. Neither the Employer nor the Union will discriminate against a person with respect to employment or Union membership because of race, religion, color, sex, age, national origin or

ancestry. This provision shall apply to hiring, placement for employment, training during employment, rates of pay, or other forms of compensation and benefits, selection for training including apprenticeship, layoff or termination, and application for admission to Union membership.

1709. The Union shall within six months create a database that will track all apprentices and journeymen and their certifications along with the expiration of their certifications. All journeymen and apprentices shall be trained in and receive certifications in safety, CPR, first aid, OSHA, scaffold training, and any other certification or requirement to meet City, State or Federal rules or laws.

1710. The Union shall be responsible for creating and implementing the certification program by December 31, 2007. Thereafter, the Union shall monitor and make any required changes in the program. The Union will also develop a program for notifying employees when their certifications are up for renewal.

1711. The Contractor shall provide or pay for, parking facilities for employees where free parking is not available within three blocks of the job, or one-quarter (1/4) mile, whichever is less. When bussing of employees from a remote parking facility is used, the employee will travel in on his or her own time not to exceed thirty (30) minutes and must be returned to the parking area no later than thirty (30) minutes after quitting time or overtime will be assessed for the delay. If an employee is at the designated parking area thirty minutes before the start of work he or she will be considered to have started work on time regardless of when the bus arrives at the jobsite. Where payment is applicable, payment shall be made to the carpenter who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

1712. The parties to this Agreement recognize and understand that it would be inconsistent with the industry custom and practice to prohibit individuals, under normal conditions, during the first half of the shift, a 15 minute unorganized break at his or her assigned work area. If an employee is scheduled to work ten (10) or more hours on any day, he will be given a second fifteen (15) minute, unorganized break at the place of work during the second half of the shift between the sixth and ninth hour.

SECTION XVIII - UNION SECURITY

1800. The following Union Shop clause shall become operative if and when a court of competent jurisdiction should decide that a Union Shop provision as provided herein is lawful within the State of Nevada:

1801. Employees employed by one or more of the Employers subject to this Agreement for a period of eight (8) days continuously or cumulatively shall be or become after the eight day period or eight days after the effective date of this Agreement, whichever is later, members of the appropriate Local Union and shall remain members of the appropriate Local Union as a condition of continued employment.

1802. Membership in the appropriate Local Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership in the Union.

SECTION XIX - SAVINGS CLAUSE

1900. It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement, and the parties agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are fully inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter in lawful negotiations concerning the substance thereof.

SECTION XX - FOREMEN

2000. The selection of an individual who will be the carpenter foreman is at the sole discretion of the Employer. It is understood that a foreman shall be an employee employed under the terms of this Agreement and the dispatching and hiring provisions of Appendix "A", and shall receive the foreman's differential pay. Such foreman may work with the tools of the trade except as hereinafter provided. Whenever there are four or more journeyman employees, one must be designated as the foreman. When a carpenter is designated as a foreman and is assigned the responsibility of supervising ten (10) or more employees, he shall not be allowed to work as a journeyman except for the purpose of instruction or for incidental assistance to a journeyman or apprentice. In case more than two foremen are employed on the same shift on a single job, there shall be designated a general foreman. Any foreman who does not work, with his tools during regular working hours cannot work with his tools on overtime or on Saturdays, Sundays or holidays. For this purpose a Foreman is described as a Journeyman who receives direction from a Superintendent or General Foreman to direct, supervise or instruct any group or crew of carpenters, with the knowledge that he or she is responsible for a segment of the project.

SECTION XXI - SURETY BOND

2100. Each employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

<u>NUMBER OF EMPLOYEES</u>	<u>FACE AMOUNT</u>
0 - 5	\$ 15,000.00
6 - 12	\$ 25,000.00
13 - 25	\$ 50,000.00
26 - 50	\$ 100,000.00
51 - 75	\$ 150,000.00
76 or more	\$ 200,000.00

2101. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an Employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Employer. In addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer. The Carpenters Trust Fund shall be directed to use reasonable efforts to collect delinquencies from bonds in addition to other sources of payments.

SECTION XXII - EFFECTIVE DATE AND TERMINATION

2200. This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect to and including June 30, 2011 and continue in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the Agreement may give written notice to the other of a desire to change, modify or terminate the Agreement at least sixty (60) days but not more than ninety (90) days prior to June 30, 2011 or June 30 of any succeeding year.

2201. The Union agrees that in the event that either party should exercise its right under the first paragraph of this Section, the Union will for a period of sixty (60) days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for this work herein covered, and the Employer agrees to bargain in the same manner. If no Agreement is entered into between the parties by July 1 of any year in which such notice shall be given, then this Agreement thereupon shall cease and terminate.

DATE: July 12, 2007

DATE: July 2, 2007

**PAINTING & DECORATING
CONTRACTORS OF AMERICA
1701 WHITNEY MESA DR.,
SUITE #104
HENDERSON, NV 89014**

**SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS AND
AFFILIATED LOCAL UNIONS
501 NORTH LAMB BLVD.
LAS VEGAS, NV 89110**

SIGNED BY: Thomas Pfundstein

SIGNED: Marc J. Furman

PRINTED NAME: Thomas Pfundstein

PRINTED NAME: Marc J. Furman

TITLE: Executive Senior Director

TITLE: Senior Administrative Assistant

APPENDIX "A" - HIRING PROVISIONS

3000. In the employment of workmen for all work covered by this Agreement in the territory described, the following provisions shall govern:

3001. The Local Unions shall establish and maintain open and nondiscriminatory employment on work covered by this Agreement.

3002. It is agreed by the Employer and the Union to fully comply with all the provisions of the federal and state laws to the end that no person shall, on the grounds of sex, race, color, national origin, or membership or non-membership in a labor union, be excluded from participation in or be denied the benefits of the terms of this Agreement or otherwise subjected to discrimination by not having full access to the terms of this Agreement. The Union hereby agrees to indemnify and hold harmless the Employer from any losses or damages resulting from any act or omission of the Union in breaching or failing to comply with all such laws and regulations, not however, including court costs and attorneys fees not authorized by the Union.

3003. The Employer shall first call upon the Local Union having jurisdiction for such men as the Employer may from time to time need, and the respective Local Union shall furnish to the Employer the required number of qualified and competent workmen of the classification requested by the Employer strictly in accordance with the provision of this section.

3004. It shall be the responsibility of the Employer when ordering men to give the Local Union all of the pertinent information regarding the workmen's employment, to enable the dispatch of the workmen required.

3005. The Local Union will furnish, in accordance with the request of the individual Employer, such qualified and competent workmen of the classifications needed from among those entered on the employment lists, to the individual Employer by use of a written referral in the following order of preference on a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All applicants for referrals to jobs shall receive equal consideration for employment without regard to sex, race, creed, color or national origin, in conformity with the requirements of the federal and state laws.

3006. The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis:

3006.1 To qualify for referral as a journeyman, the applicant must submit evidence either of satisfactorily having completed a course in apprenticeship training conducted by or under the DIRECTION (discretion) of the standards of the Bureau of Apprenticeship, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four (4) years experience in the carpenter trade.

3006.2 The Union shall maintain a register of all applicants so qualified, established on the basis of the groups listed below, each applicant being registered in the highest priority group for which he qualifies:

3007. CARPENTER LIST: Journeyman Carpenters, form builders, setters, layout, finish, framers and welders.

3008. DRYWALL LIST: Journeyman Drywallers, metal framer, acoustic specialists, lathers, layout and welders.

3009. The Employer may request by name any qualified workman whose name is on the out-of-work list. On jobs with no on site or in office hiring or solicitation one worker in four (4) must be requested off the top of the list.

3010. The dispatcher at the Local Union in the first instance, in accordance with the provisions of this section, will determine whether a workman is qualified to register and into what group or list he shall be placed. This determination will normally be based upon information or papers which the workman or the Employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required.

3011. The Local Union shall post at the hiring hall of the Local Union all Provisions, including the terms of this Agreement and any hiring hall procedures adopted by the Union and not in conflict with terms of the Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment with the individual Employers are customarily posted.

3012. When ordering workmen, the individual Employer will give written notice to the Local Union, if possible, no later than 2:30 p.m. of the day prior (Monday through Friday), or in any event not less than twelve (12) hours, if possible, before the reporting time. In the event forty-eight (48) hours elapse after such notice without the Local Union furnishing any workmen, (Saturdays, Sundays and recognized Holidays excluded) the individual employer may procure workmen from any other source or sources. If workmen are so employed, the individual Employer shall promptly report, to the appropriate Local Union, each such workman by name.

3013. Subject to the terms of this Section, the individual Employer retains the right to reject any workman referred by the Union for any reason, and the individual Employer may discharge an employee for any cause which he *may deem sufficient, provided, however, in the hiring or discharging there shall not be any discrimination or the part of the Employer against any employee for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties.* In the event the Employer does not hire the workman dispatched, the Employer shall pay such workman a minimum of two (2) hours show-up pay at the hourly rate and all fringe benefits for his classification in Zone 1 and a minimum of four (4) hours in Zone 2 & 3.

3014. No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Local Union Hall, or refuses to work when assigned by the

Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this section shall also be applicable to the requirement of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement.

3015. When requesting an apprentice from the Union and such apprentice is not called by name, then the Union shall dispatch an apprentice from the hiring list in the order that the apprentice has signed the list, regardless of the year of such apprentice's training. Nothing in this subsection shall change the existing practice of (for) hiring apprentices directly by the Employer or calling for an, apprentice by name from the Union's hiring list.

3016. The Employer will provide a printed form for handout by the Union at time of dispatch indicating necessary forms of identification required by Immigration to establish eligibility to work under Federal Law.

3017. The use of, or being under the influence of drugs or alcohol (substance abuse) during working hours will not be tolerated. A drug abuse prevention & detection program is hereby adopted incorporated as Appendix "G".

APPENDIX "B" - CARPENTER WAGE RATES FOR LOCAL #897 JURISDICTIONS

4000. The geographic jurisdiction of Local Union 897 as defined in Section II – 200. Coverage is meant to be the City of Searchlight and all area South in the State of Nevada. An area in California that includes the City of Needles, and an area in Arizona that includes the Cities of Bullhead City, Kingman, Lake Havasu City and Parker. A detailed map provided upon request.

4001. Light Commercial Package: (Non-gaming commercial projects \$250,000.00 or less)

Effective	<u>July 1, 2007</u>
Wage	\$21.00
Health & Welfare	3.95
Pension Plan A	2.34
Pension Plan B	—
Supplemental Dues	.45
Apprenticeship	<u>.15</u>
Total	<u>\$ 27.89</u>
2008 -	+ \$.50
2009 -	+ \$.50
2010 -	+ \$.50

4002. Non-Gaming Commercial Package(Non-gaming commercial projects over \$250,000.00)

Effective	<u>July 1, 2007</u>
Wage	\$ 26.00
Health & Welfare	3.95
Pension Plan A	2.34
Pension Plan B	1.33
Supplemental Dues	.45
Apprenticeship	<u>.20</u>
Total	<u>\$34.27</u>
2008 -	+ \$.75
2009 -	+ \$.75
2010 -	+ \$.75

4003. These rates will be reviewed annually by the Work Preservation Committee and adjusted as necessary.

4004. Gaming-Related work and Public Works projects will be performed under the current Master Labor Agreement.

APPENDIX "D" - SPECIAL PROVISIONS FOR RESIDENTIAL CONSTRUCTION

5000. The following special provisions shall apply for all residential construction for the purpose of this Appendix "D" "Residential" shall be defined as follows:

5001. "RESIDENTIAL" DEFINITION: All residential wood frame construction, not more than four (4) stories in height above the exterior grade, such as, but not limited to, single family dwellings, condominiums, townhouses, apartment houses and mobile home parks. Hotels, motels, assisted living facilities are expressly excluded.

5002. Except as specifically set forth in this Appendix, each and every term and condition of the Labor Agreement shall apply to the Employer and Union. The Union reserves the right to enter into a specific housing agreement based on need and conditions deemed necessary with that individual employer.

APPENDIX "E" - LIGHT COMMERCIAL CONSTRUCTION

6000. The following special provisions for Light Commercial Construction shall apply:

6000.1 "LIGHT COMMERCIAL" DEFINITION: All wood or steel frame, concrete block, tilt-up and poured-in-place concrete construction not more than four (4) stories in height, such as, but not limited to, shopping centers, stores, office building, warehouses, and fast food establishments, but excluding hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed ten million dollars (\$10 million), including curb, gutter and sidewalk.

6000.2 The light commercial project definition, as stated above, shall apply to a tenant improvement project, regardless of the number of stories, on work in an existing structure which is not part of a new project.

6000.3 Requests to apply provisions of the Light Commercial, Appendix "E" to projects over the ten million dollars (\$10 million) limit, and where the project meets the definition in paragraph (a), and where non-union competition exists are encouraged. Application should be made directly to the Union on forms provided. These forms include information as to bid date, other bidders and relief requested. The form may be obtained from employer associations or directly from the Union. Request must be received at a minimum of five (5) working days prior to bid date.

6000.4 On light commercial projects, as defined above, the minimum hourly rate shall be seventy-five percent (75%) of the current journeyman carpenter rate established under this Agreement plus Vacation and Annuity Plan B.

6000.5 The provisions of Appendix "E" shall not apply on public works projects covered by the Davis Bacon Act or other prevailing wage regulations.

6000.6 Except as specifically set forth in this Appendix, each and every term and condition of the Master Labor Agreement shall apply to the Employer and Union

6001. VACATION SAVINGS PLAN, HEALTH AND INSURANCE PLAN, PENSION PLAN, APPRENTICESHIP TRAINING, GRIEVANCE AND ARBITRATION/ADMINISTRATION AND CARPENTERS-CONTRACTORS COOPERATION COMMITTEE.

6001.1 The Employer shall contribute to each of the Trust Funds as provided in Section VI of the master labor Agreement in the amounts set forth unless modified in this Appendix E.

6001.2 WAGE RATES AND FRINGE BENEFITS:

6001.2.1	Journeyman Carpenter	July 1, 2007
Wages		29.32
Fringe Benefits		
Pension A		2.34
Health & Welfare		3.95
Supplemental Dues		.95
Apprenticeship		.35
C/CCC		.21
Grievance & Arbitration		.08
Int'l Training		.04
Drywall/Lathing Labor Management Contract Administration		.05
		\$ 7.97 + wage

6001.2.2	Concrete Specialist
(Wages 80% of Journeyman)	
Wage July 1, 2007	\$ 23.46
Fringe Benefits	
Pension Annuity B	1.00
Health & Welfare	3.95
Supplemental Dues	.70
Apprenticeship	.15
Total	\$ 5.80 + wage

6001.2.3	Craft Assistant (Stocker/Scrapper)
(Wages 60% of Journeyman)	
Wages July 1, 2007	\$ 17.59
Fringe Benefits	
Annuity B	1.00
Health & Welfare	3.95
Supplemental Dues	.55
Apprenticeship	.15
Total	\$ 5.65+ wage

6001.3 Concrete specialists and craft assistant categories may be used by contractors on work that meets the definition in this Appendix. They are not required to do so.

6001.4 Other modifications can be made to the wages and fringe benefit contribution rate on a project basis by utilizing the Work Preservation Committee on work defined in this Appendix.

6001.5 If either party wants to reopen Appendix E to renegotiate wages or fringe benefit contributions, such party must provide the other party written notice at least 30 days prior to July 1, 2002.

6002. OVERTIME:

The conditions as set forth in Section IX in this Master Labor Agreement shall apply unless modified under this Appendix.

6003. OTHER PROVISIONS:

6003.1 When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours' pay at the straight time rate of pay.

6003.2 Overtime: Time and one-half ($1\frac{1}{2}X$) shall be paid for the first four (4) hours outside of the regular scheduled shift Monday through Friday and the first twelve (12) hours on Saturday. All overtime on Sundays and Holidays shall be paid at double (2X) time and shall exclude \$1.50 premium for Annuity Plan B.

6003.3 In the Light Commercial Industry the Employer may employ a ratio of (1) one Apprentice (1) one Craft Assistant, and (1) one Concrete Specialist, for every Carpenter Journeyman. These non-journeymen will work under the direct supervision of the Carpenter Journeyman and will perform but not be limited to such duties as stocking, scrapping, nailing off, clean-up and any other ancillary duties assigned to them by the Journeyman, they are assigned to work with.

6003.4 Apprentices will be dispatched at the appropriate percent of wages for the Light Commercial Journeyman rate with benefits as specified in section V of the Master Labor Agreement except as modified in Appendix E.

6003.5 Unless otherwise specified, all other provisions and/or conditions as set forth in the Master Labor Agreement shall apply.

APPENDIX "G" - DRUG ABUSE PREVENTION AND DETECTION

7000. The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

7000.1 It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

7000.2 All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be those established by the Federal Department of Health and Human Services. The facility where the sample is tested will be approved by the Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two (2) hours travel time plus lab time. If an employee fails the drug test and has time coming to him or her, the employer may withhold the cost of the drug test from the final check. Employers may use an oral fluid test or urine screen, solely as a type of pre-employment screening process. Testing procedures shall be conducted in a manner consistent with the products' manufacturing specifications ("Avitar ORAL screen" or Branan Medical Corp. "Oratect"). Any "non-negative" test results shall be designated as inconclusive. Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedure set forth in this collective bargaining agreement to confirm results.

7000.3 Applicants not passing the drug test will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug test will be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.

7000.4 The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom may be a Union employee. *This provision shall be applied in a non-discriminatory manner.* Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

7000.5 An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol where the Employer has reasonable cause to believe that the accident resulted from drug usage.

7000.6 There will be no individual random drug testing by the signatory Employer.

7000.7 It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

7000.8 A sufficient amount of a sample shall be taken to allow for an initial test and confirmation test. The initial test will be an Enzyme Multiplied Immunoassay Technique (E M I T). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography-Mass Spectrometry (G C/M S). The cutoff levels for both the initial test and confirmation test will be those established by the Federal Department of Health and Human Services. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one (1) year. Collection and transportation of each sample must be done in accordance with the procedures mandated by the Federal Department of Health and Human Services.

7000.9 Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work, for which the employee is qualified, exists, he or she shall be reinstated.

7000.10 Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

7000.11 In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.

7000.12 The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

7000.13 The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

7000.14 The Employers will be allowed to conduct periodic jobsite drug testing on construction projects until completion of work under the following circumstances:

7000.14.1 The entire jobsite must be tested including all employees of the Employer.

7000.14.2 Prior to start of periodic jobsite testing the Employer will notify the Union in writing.

7000.14.3 Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

L#8427

**PAINTERS & DECORATORS
MASTER AGREEMENT**

JULY 1, 2007

through

JUNE 30, 2011

--between--

INTERNATIONAL UNION OF PAINTERS

AND

**ALLIED TRADES DISTRICT COUNCIL #15
LOCAL UNION #159**

AND

**THE PAINTING AND
DECORATING CONTRACTORS
OF AMERICA
SOUTHERN NEVADA CHAPTER
LAS VEGAS, NEVADA**

**PAINTERS AND DECORATORS
MASTER AGREEMENT**

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**IUPAT District Council 15, Local Union 159 and Painting and Decorating Contractors
Association Master Labor Agreement: July 1, 2007-June 30, 2011**

**PAINTERS AND DECORATORS
MASTER AGREEMENT
July 1, 2007 through June 30, 2011
IUPAT District Council 15
Las Vegas, Nevada**

WITNESSETH

WITNESSETH: That for and consideration of harmonious relations between the parties referred to and the public, the maintenance and stability of the conditions of employment and other 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, and for the purpose of protecting and safeguarding the health and safety of the parties concerned, the parties hereto have agreed that the understanding hereinafter set forth shall be binding on all signatory members of the parties thereto, individually and collectively.

**ARTICLE 1
RECOGNITION**

Section 1 This agreement is made and entered into the 1st of July 2007, by and between the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, LOCAL UNION #159 which is affiliated with IUPAT DISTRICT COUNCIL 15, Las Vegas, Nevada, and SIGNATORY CONTRACTORS ASSOCIATIONS Listed in Section 2 (b) below, as well as any independent contractors not represented by an Association, Las Vegas, Nevada, for and on behalf of its present and future signatory members, as well as firms who have executed written authorizations for the Chapter to represent them in Labor Relation matters of which are related to this Agreement and any independent employers who may affix their signature to this agreement.

Section 2 It is agreed that this agreement shall constitute the complete agreement between the parties signatory hereto, and any other agreed to revisions and/or amendments not herein included are null and void.

- (a)** The employer recognizes the Union as the sole collective bargaining agency between itself and the employees covered under the scope of this Agreement.
- (b)** The Union recognizes the Associations as the collective bargaining agencies between themselves and employers covered under the scope of this Agreement who have executed "proxies" with a specific Association. Associations who are signatory to this agreement are as follows: Southern Nevada Chapter of the P.D.C.A. and the W.W.C.C.A.
- (c)** Any and all Collective Bargaining Agreements (excluding agreements with the Nevada Test Site either directly or indirectly) entered into between District Council 15, Local #159 and the signatory associations and independent contractors, will first be signatory to this Agreement.

**IUPAT District Council 15, Local Union 159 and Painting and Decorating Contractors
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Section 3 The Employer agrees that the Union is the sole and exclusive bargaining representative of its employees which are covered by this Agreement. Furthermore, any Employer who is signatory to this Agreement, hereby agrees that upon demand by the Union, the Employer will submit to an Authorization Card Check to determine the majority status of the Union. The Employer hereby agrees that if the Union has presented proof, or the Union has offered to show proof, in the form of signed Authorization for Representation Cards in sufficient numbers to show that the Union represents a majority of its employees in an appropriate bargaining unit as compared to the most recent remittance reports submitted to the trust fund administrator, that the Employer recognizes the Union as the sole and exclusive bargaining representative of the employees included in that appropriate bargaining unit as provided for in Section 9(a) of the National Labor Relations Act. This recognition extends to all present and future job sites of the Employer.

Section 4 It is hereby agreed that the Associations shall appoint all employer committee member(s), to any of the committees referred to in this Agreement if needed at the ratios listed below.

- (a) Painters and Decorators Joint Committee: PDCA 3 trustees; WWCCA, 1 trustee.
- (b) Painters Joint Apprenticeship and Training Committee: PDCA 3 trustees; WWCCA 1 trustee.
- (c) Health and Safety Training Upgrade Award Program: PDCA 3 trustees; WWCCA 1 trustee.
- (d) (Future) Vacation Trust Fund: PDCA 3 trustees; WWCCA 1 trustee.
- (e) (Future) LMCC Trust Fund: Determination of who seats Trustees is TBD.

**ARTICLE 2
Work Jurisdiction**

Section 1 This Agreement shall cover jurisdiction over

- a) Painters: Work will include, but not be limited to: (1) preparation of any surface that is to receive any coating. This Is to Include, but not be limited to caulking, puttying, spackling, bondo, fiberglass applications and repairs, sealers and primers. The application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiberglassing, E-Glass fiberglass, GRG, GFRC, plaster cast, carbon fiber, encapsulating, insulating, metalizing, flame spray, Exterior Insulating Finishing Systems, the application of Venetian Plasters and/or Polymers; (2)each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences; buildings; structures; industrial, power, chemical and

**IUPAT District Council 15, Local Union 159 and Painting and Decorating Contractors
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manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; (5) the inspection of all coatings and/or coating systems during their applications will be performed by members of this International Union.

- (b) Wall Covering work will include, but not limited to: (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micor fiberglass, etc., acrovin and various plastic wall coverings such as wainscoat, caps, corner moldings and accessories; (2) any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.
- (c) Drywall Finishing work will include, but not be limited to: (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all firestopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes. (2) all stucco and dryvit systems will be performed by members of this International Union.
- (d) Paint Makers will include, but not be limited to all workers engaged in the mixing, testing, preparing and/or manufacturing of paint, coating, caulking, putty, sealants, etc. and handling of lead, color, oil, lacquer, varnish, synthetic resin, acrylic paints and coatings, etc., including any and all materials for the same.
- (e) Sign and Display: Sign and Display Painters' work shall include, but not be limited to: (1) the making and installation of all signs and servicing of same, designing, lettering and pictorial work of any kind, including vinyl signs and vinyl substrates and the preparing for the finishing of same, be it by hand brush, roller, spray, mechanical or computer-aided and by any other method or process pertaining to same; (2) they shall have control of all branches, methods and processes of screen

**IUPAT District Council 15, Local Union 159 and Painting and Decorating Contractors
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process work, tube bending and display work such as creating, designing, building and finishing of all display matter and its related operations used for advertising purposes, including all art work and lettering whether it is done by hand, mechanical or computer aided or by any other method or process pertaining to same; (3) the construction, erection and maintenance of all billboards and all communication advertising will be done by members of this International Union.

- (f) Scenic Artists and Designers: Scenic Artists' and Designers' work will include, but not be limited to: models, sketches, carpenter drawings, painting for theatrical productions, motion picture settings and all the various effects; the painting of properties and decorations which may be used to decorate stage, motion picture and TV settings, mural paintings, display creations, costumes and the art of make-up and all its various effects.
- (g) Metal Polishers: Metal Polishers' work will include, but not be limited to: new construction and existing sites consisting of metal polishing, both the initial and continuing maintenance which shall include, but not be limited to, coloring, lacquering, spraying, application of vinyl coatings, cleaning, polishing and finishing of ornamental and architectural iron, bronze, brass, nickel, aluminum, stainless steel and all metal specialty work.
- (h) All Tools, Equipment and Material: (1) the handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union in performing their trade or work; (2) the loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction; (3) tools, material and equipment, as used herein, shall include, but not be limited to, brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated abrasive, shot, bead, water and related blasting equipment, containment systems, ventilation/dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same, the operation and maintenance of all types of compressors.
- (i) Related Work: Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean-up of any type debris caused by or during the preparation and/or application of any work described in this Section.
- (j) Technological Improvements, Advancements, New or Substitute Systems or Processes and/or New or Substitute Materials: The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or

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advancements in any existing or new system, process or material that is referred to or incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.

(k) Jurisdictional Disputes

- (1)** The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this agreement, the representatives of the Unions involved will meet with the representatives of the Contractor to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractor shall be put into effect immediately.
- (2)** Jurisdictional disputes that cannot be resolved at the local level shall be referred to the International Unions for the purpose of settling the said dispute under the dispute resolution process adopted by the General Presidents of the National Building trades known commonly as "The Plan"

**ARTICLE 3
Area Jurisdiction**

Section 1

The area Jurisdiction, covered by this agreement shall include, Clark County, Lincoln County, Nye County, Esmeralda County, in the State of Nevada and any other area jurisdiction awarded to Painters Local Union #159, by the International Union of Painters and Allied Trades.

**ARTICLE 4
50-50 Clause**

Section 1

It being understood that the principle place of business and the employment of the employer is in the area jurisdiction as stated, but that such employer on occasion undertakes painting work in other cities and areas, on which occasions such employer employs such additional employees, residents of such other city or area as the needs of the work require; now therefore, be it resolved:

- a)** The contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area.
- b)** 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

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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, it is understood that fringe benefit contributions that directly benefit the worker(s) follow the worker(s) home, however all fringe benefit contributions made on behalf of workers who have been brought in from another jurisdiction by an employer shall be remitted to the Painters and Decorators Joint Committee, or designated third party administrator, who will then immediately remit the Pension and Health and Welfare contributions made on behalf of those workers to their home jurisdiction's trust funds. All other contributions or deductions covered in this Agreement shall stay in the jurisdiction of District Council 15. 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.

**ARTICLE 5
Hiring Procedures**

Section 1 The Union shall be the sole and exclusive source of referrals of applicants for employment. All employees covered by this Agreement shall be dispatched by the Union.

- a) The employers retain the right to reject, for any lawful reason, any job applicant referred by the Union;
- b) All persons shall be retained on the job except for the following reasons: willful neglect of duty, incompetence, or conditions beyond the control of the employer.
- c) The Employer hereby agrees that when a worker is laid-off or terminated, that the employer shall fax a termination slip to the Union dispatch office and shall furnish the Union with information relative to reason for lay-off or termination and eligibility for rehire.

Section 2 The Union shall establish and maintain separate, open and non-discriminatory employment lists for workmen desiring employment on work covered by this agreement, and such workmen shall be entitled to registration and dispatch free of charge, subject to the provisions of this section.

- Section 3** The Employer shall first fax the dispatch office of the Union for the workmen they may from time to time need, and the Union shall furnish to the employer the required number of workmen of the classification needed and requested by the employer strictly in accordance with the procedure established. The Employer shall state on the faxed request any special requirements that workers need to satisfy to obtain employment from the Employer.
- Section 4** The dispatching office will fill the Employer's request for workmen of the type specified from among those entered on said lists by use of a written referral. The following order of preference and the selection of workmen for referral for jobs shall be on a non-discriminatory basis. The Employer will be able to select workman on the list by name at a ratio of 3 to 1. Work call shall be at 8 a.m. on regular workdays.
- Section 5** Apprentices shall be hired and transferred in accordance with the Apprenticeship Standards and provisions of the Painters and Decorators Joint Apprenticeship Council of Las Vegas, Nevada, and as established by the signatory parties.
- Section 6** When the Employer has notified the Union in writing that a worker is not eligible for rehire, the Employer shall not be forced into hiring, but may do so should the Employer elect to at a future date. Applicants who are not eligible for rehire shall not be entitled to show-up time or any other form of compensation.
- Section 7** If the registration list is exhausted or registrants refuse referral and the Union is unable to refer applicants for employment to the employer, within forty-eight (48) hours from the time of receiving the employer's request (Saturdays, Sundays and holidays excluded), the employer may procure employees from any other available source. If employees are so hired, the employer shall immediately refer to the Union those employees for dispatch, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.
- In order to be entitled to registration and dispatching as a journeyman, the applicant must be able to demonstrate that he has worked at the trade for a minimum of three years, and must have successfully completed standard examinations conducted by the Local Union.
- Section 8** Should an Employee be hired contrary to the provisions of the Hiring Procedure, The Union Representative shall request that the Employer dismiss the employee so hired. If the Employer refuses to dismiss the employee, the matter shall be referred to the Joint Committee.
- Section 9** The Union and the employers shall cooperate to the end that a copy of hiring and referral procedures set forth and as contained herein shall be posted on the bulletin

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board in the office of the Local Union and in the offices or shops of the employers who are parties to this Agreement.

- Section 10** The Union representatives have the right at all times to interview employers, or to see, or to be advised, on any applicant or journeyman as to hours worked, time cards, sign in sheets and or charts, rate of pay, travel time and subsistence paid, and any or all deductions covered by such payment. Further, the Business Representative shall be authorized as a matter of convenience for the Union and its members or applicants to present to a signatory employer, during the life of this Agreement, an authorization for any necessary deductions from an employee's earnings for the purpose of bringing an employee's account with the Union up to date after said employee has properly signed or endorsed such "hold-out" notice.

ARTICLE 6
Hours of Work – Overtime

- Section 1** The regular workday shall consist of eight (8) or ten (10) hours of work depending on the work week, between 5:00 a.m. and 4:30 p.m. with one half (1/2) hour for lunch to be given no later than five (5) hours after the beginning of the shift. Following the regular midday lunch break, no employee shall be required to work more than six hours without an additional thirty-minute lunch break. If more than six hours work is required, the employer agrees to provide no less than thirty minute lunch period without loss of time to the employee.

The Employer shall allow one paid fifteen (15) minute break which shall fall between starting time and the designated lunch period. If employees are required to work more than eight (8) hours but less than twelve (12) hours, the Employer shall allow an additional paid fifteen (15) minute break which will fall as close to the eighth (8th) hour as is reasonably possible.

- Section 2** The regular workweek shall consist of five (5) eight (8) hour workdays, Monday through Friday or four (4) consecutive ten (10) hour workdays between Monday and Friday.

- Section 3** A five day eight (8) hour week – the first three (3) hours worked outside a regular five (5) day eight (8) hours constituted day shift, Monday through Friday, shall be paid at the rate of 1 and ½ times the straight time rate. All hours worked beyond eleven (11) hours shall be paid at two (2X) times the straight time rate. The first eight (8) hours worked on a Saturday day shift shall be paid at the rate of one and one-half (1 ½X) times the straight time rate all other hours worked beyond the eight (8) hours shall be paid at double (2X) the straight time rate.

- Section 4** When working a four-ten (4-10) hour shift; All hours worked beyond ten hours shall be paid at double (2X) the straight time rate. The first eight (8) hours

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worked on the fifth (5th) or sixth (6th) day shall be paid at one and one half (1 ½) the straight time rate all other hours at double (2X) the straight time rate.

- Section 5** In the event that a majority of a shift is worked outside of the established day shift hours for any reason, the workweek and hours per shift shall be consistent with that of a normal day shift and shall be inclusive of a meal period (employee is paid 8 hours for 7 ½ hours worked) and the pay shall be at the straight time rate. This applies to shifts worked Monday through Friday only. Hours worked on Saturday and Sunday shall be paid at the applicable overtime rate.
- Section 6** Employees shall be entitled to no less than an eight (8) hour rest period between shifts. Should the Employer fail to allow an eight hour rest period, the employee shall be treated as if they were working on a continuation of the previous shift and shall be paid at the appropriate overtime rate.
- Section 7** Hours worked on Sunday and recognized holidays shall be paid at the rate of two times (2X) the straight time hourly rate.
- Section 8** The contractor must register such starting time with the Joint Committee and Local Union, setting forth the hours that he chooses to work and once such decision is made, such hours would apply on each and every job being performed by said contractor. It has never been the intention of this section to allow the employer to start the project and then transfer employees to another job site since this could be in violation of overtime as provided for in this agreement.
- Section 9** Any work beginning after 9:00 pm Sunday that ends on Monday shall be considered Monday work. This shall apply only if the shift hours worked for the week are consistent with the hours worked on Sunday. Any hours worked prior to 9:00 pm Sunday would be considered Sunday work and shall be paid at two times (2x) the regular straight time rate of pay.
- Section 10** In recognition of the fact that the scope of work as defined in this agreement is increasingly more tourist oriented in the Las Vegas and Laughlin area, the parties have agreed to special work hours for Hotel Guest Room remodel type work. To cover specific job requirements such as rooms that must be ready for occupancy on Fridays, the agreement is as follows:

When the working schedule requires remodeling of guest rooms be started on Monday and be completed so they may be occupied on Friday and provided the Union is advised and agrees prior to the start of such project, the employer, may work a shift consisting of four (4) consecutive days Monday through Thursday and may work a shift of ten (10) hours at the straight time hourly rate.

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It is further understood that the employer may schedule the hours of the shift to coincide with Hotel operations. All hours outside of the special shift will be paid at the double time rate.

Section 11 No member of the Local Union shall report to any shop earlier than fifteen minutes, or to any job earlier than fifteen minutes before the starting time.

Section 12 Employees who report for work at the time they are instructed to by the employer (or employer's agent) and who are not placed to work, shall be paid two hours show-up time. No show-up time is required if employees are not put to work because of inclement weather or an act of God.

Section 13 The parties to the agreement recognize that in the course of doing work in the construction industry certain unpredictable weather related situations can occur that can have severe economic impact on the employer and loss of income to the employee. To deal with this type of situation, the parties to this agreement agree to the following:

If work covered by this agreement is unable to be performed due to inclement weather during the regular work week, the employer may, if the employees are willing, schedule the employees to work on Saturday and/or Sunday of the same week at the straight time rate of pay during the regular hours.

It is understood the situation must be the nature spelled out in the memorandum of understanding, which will be made part of this agreement and further provided the Union is notified and agrees, prior to the start of such Saturday and/or Sunday work. The employees affected by such inclement weather will be those offered the Saturday and/or Sunday work but will be under no obligation to accept this work and no disciplinary measures will be taken against those who refuse to work such shift. If work is performed prior to the union approval, the regular overtime rates will apply.

Section 14 Workmen referred to the employers job site who arrive in an unfit condition for work, without proper tools or referrals, or who are not ready to go to work or who are not otherwise qualified, or who are workmen that the requesting contractor has notified the Union in writing of ineligibility for rehire, shall not be entitled to show-up time, travel or subsistence, or any other form of compensation by the contractor.

**ARTICLE 7
Holidays**

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Section 1 The following days are recognized holidays:

New Year's Day	Memorial Day
Thanksgiving Day	Labor Day
The Day after Thanksgiving Day	Fourth of July
Christmas Day	Presidents Day
Veteran's Day	

Section 2 If any of the above holidays fall on Sunday, the Monday immediately following shall be observed.

Section 3 Work performed on any of the above Holidays or the day observed as the Holiday shall be paid for at double the regular straight-time rate of the classification involved.

Section 4 No work shall be performed on Labor Day.

ARTICLE 8
Pension

If, during the life of this agreement, a majority of the members covered by this agreement elect by secret ballot to enter into a 401k) or Annuity plan, the parties signatory to this agreement shall meet for the purpose of creating a jointly trusted plan, with contributions being allocated from wages. Additionally, if the members elect to create a 401h) plan as a portion of the 401k)/ Annuity plan, the Employers Agree.

Section 1 Commencing with the 1st day of July, 2007 and for the duration of the Agreement, and any renewals or extension hereof, the Employer Agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:

a) For each hour or portion thereof, for which an employee received pay, the employer shall make a contribution to the above named Pension Fund in accordance with the following: Effective July 1, 2007 a contribution of twenty-five cents (\$0.25) per hour bringing the total Pension Contribution rate to four dollars and twenty-five cents (\$4.25) per hour to be paid on all hours worked as agreed upon. Effective July 1, 2008 a contribution of twenty-five cents (\$0.25) per hour bringing the total Pension Contribution rate to four dollars and fifty cents (\$4.50) per hour to be paid on all hours worked as agreed upon. Effective July 1, 2009 a contribution of twenty-five cents (\$0.25) per hour bringing the total Pension Contribution rate to four dollars and seventy-five cents (\$4.75) per hour to be paid on all hours worked as agreed upon. Effective July 1, 2010 a contribution of twenty-five cents (\$0.25) per hour bringing the total Pension Contribution rate to five dollars per hour to be paid on all hours worked as agreed upon.

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- b) For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- 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 all indentured apprentices and members of the International Union of Painters and Allied Trades, Local #159.
- d) The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he actually signed the same.

- Section 2** The Employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
- Section 3** All contributions shall be made at such time and in such manner as the trustees require; and the trustees may at any time conduct an audit in accordance with Article V Section 6 of the said Agreement and Declaration of Trust.
- Section 4** If an Employer fails to make contributions to the Pension Fund within five days after the date required by the trustees, the Joint Committee shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney's fees, and such penalties as may be assessed by the trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure of any "no strike" clause which may be provided or set forth elsewhere in this Agreement.
- Section 5** The Pension and Annuity Plan adopted by the trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

**ARTICLE 9
APPRENTICESHIP AND JOURNEYMAN TRAINING**

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Section 1 Commencing with the 1st day of July, 2007 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the National Trust Indenture executed by and between the International Union of Painters and Allied Trades and employer associations in the industry, agrees to make payment to the Painters Joint Apprenticeship and Training Committee for each employee covered by this Agreement as follows:

- (a) For each hour, for which an employee receives pay, the Employer shall make a contribution of forty cents (\$0.40) for Apprenticeship Training, and ten cents (\$0.10) for Journeyman Training. It is understood that the contributions and Programs are administered by a single Board of Trustees, however it is agreed that for accounting purposes, contributions and disbursements shall be processed through separate accounts. Future rates are as follows: Effective July 1, 2008: forty-two cents (\$0.42) for Apprenticeship Training, eleven cents (\$0.11) for Journeyman Training; Effective July 1, 2009: forty-five cents (\$0.45) for Apprenticeship Training, twelve cents (\$0.12) for Journeyman Training; Effective July 1, 2010: forty-nine cents (\$0.49) for Apprenticeship Training, thirteen cents (\$0.13) for Journeyman Training. It is understood that if it is determined that additional contributions to the training fund are not needed, those contributions will revert to wages.
- (b) For the purpose of this Article, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (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 all indentured apprentices and journeymen of Painters Local Union #159.
- (d) The payments to the Apprenticeship and Training Fund required above shall be made to the Painters Joint Apprenticeship and Training Committee which was established under an Agreement and Declaration of Trust, dated May 1, 1966. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
- (e) From the funds collected in the above manner, the trustees of the Painters Joint Apprenticeship shall hold in trust the sum of five cents (\$.05) per hour, for each hour or portion thereof for which an employee receives pay, and remit said sum to the Finishing Trades Institute (FTI) at such regular periods of time and in the manner and form as shall be determined by the trustees of the FTI from time to time.

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(f) The payments to the FTI required in paragraph (e) above shall be made to the Finishing Trades Institute which was established under an Agreement and Declaration of Trust dated February 1, 1971. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though he had actually signed the same.

- Section 2** The employer hereby irrevocably designates as its representatives on the Board of Trustees of the FTI, such trustees as are now serving or who will in the future serve, as employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
- Section 3** The Union hereby irrevocably designates as its representatives on the Board of Trustees of the FTI, such trustees as are now serving, or who will in the future serve, as Union trustees, together with their successors, as provided for in the aforesaid Trust Indenture. The parties hereto further agree to be bound by all actions taken by the trustees of the FTI pursuant to the said Agreement and Declaration of Trust.
- Section 4** All contributions shall be made at such time and in such manner as the trustees require and the trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Fund.
- Section 5** If an Employer fails to make contributions to the Painters Joint Apprenticeship and Training Committee within five (5) days after the date required by the trustees, such failure shall be deemed a violation of this Agreement, and the J.A.T.C. shall have the right to take what ever steps are necessary to secure compliance with this Agreement, and other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' 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.
- Section 6** The Apprenticeship and Training Plan adopted by the trustees of said Funds shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Funds as a deduction for income tax purposes.
- Section 7** When an employer has hired three (3) Journeyman he shall employ one (1) Apprentice, and may employ Apprentices on a three (3) Journeyman to one (1) Apprentice ratio after the first Apprentice has been hired.
- Section 8** Shops with less than three journeymen may be granted an apprentice if, in the opinion of the Joint Committee, it would be beneficial to all parties concerned.

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Section 9 All apprentices may change shops at least every six months in order to provide them with more rounded education of the trade. However, if an employer and his apprentice petition the J.A.T.C. With proof that said apprentice is receiving a proper training program, the J.A.T.C. May allow the apprentice to stay with the shop an additional six months. At the end of each six-month period an additional six months may be applied for. No apprentice will be engaged as a foreman or in any supervisory position.

Section 10 The Joint Apprenticeship and Training Committee shall have the right to take an apprentice from his employer if it is proven to the Committee that said apprentice is not benefiting from his job or is being misused.

All Apprentices shall be required to fill out and maintain in their possession an Employment activity book. A representative of the company shall sign this weekly. This is to insure that the education and training of the Apprentice continues. Upon evaluation of this record by the Apprenticeship Committee he may be removed from the employment with the contractor. It is the intention of this section not to cause loss of work but to insure that the apprentice is being trained in the craft.

Section 11 The Joint Apprenticeship and Training Committee shall be notified by the employer and the apprentice in writing of all hiring, releasing, and termination of apprentices.

Section 12 The Joint Apprenticeship and Training Committee, shall be the governing body in all apprentice matters, however it is understood that the Painters and Decorators Joint Committee has jurisdiction over apprentice matters that are related to the administration of this Agreement.

APPRENTICE WAGES

Section 13 Apprentice wages shall be as follows:

Percentage of Journeyman wage rate

40% - 45%	= 500 Hours Worked
45% - 50%	= 1000 Hours Worked
50% - 55%	= 1500 Hours Worked
55% - 65%	= 2000 Hours Worked
65% - 75%	= 3000 Hours Worked
75% - 85%	= 4000 Hours Worked
85% - 95%	= 5000 Hours Worked
95% -100%	= 6000 Hours Worked

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Section 14 No Vacation money will be withheld from wages of an apprentice until the 75% level has been reached.

Section 15 The J.A.T.C. shall be responsible for the management and disbursement of all Safety and Training Funds remitted to them under the J.C.I.P. Fund. This fund is to offset the costs of any and all Safety classes or courses and for Journeyman craft training along with materials and equipment. This fund will also be used for the purpose of training trainers.

a) The J.A.T.C. will be responsible for the formulation and scheduling of such classes along with the selection of Instructors. These funds at the discretion of the J.A.T.C. may be used for the Testing, Evaluating, Certifying, Tracking or Indexing Journeyman Painter, Drywall Finisher and Paperhanger members of Local 159.

b) The J.A.T.C. at their discretion may combine the J.C.I.P. Safety and Training Fund with any other Training funds that the Union and Contractors may be involved with if at their discretion it would benefit the members of Local 159.

c) Journeyman members of Local 159 may petition the J.A.T.C. to enter into a modified training program to learn a different aspect of the trade (Example: a drywall finisher wants to learn how to hang wall-paper). It is understood that prior to submitting a petition, the member must have completed six (6) months in an established Enhancement Training Course of the craft he or she wishes to learn, as well as having completed the OSHA 30, Ladder and Scaffold, Fall Protection, Lift, CPR and First Aid Awareness Courses, and have worked a minimum of one thousand (1000) hours in the twelve (12) months immediately preceding submitting a petition.

Members who have met the requirements for submitting a petition shall be entitled to work for a signatory Employer at 70% of the applicable Journeyman scale. 70% Journeymen may be employed at the following ratio: 3 Journeymen, 1 apprentice, 1 70% Journeyman.

After six (6) months of full time employment as a 70% Journeyman, the J.A.T.C. will evaluate the 70% Journeyman to determine whether or not they qualify as a 100% Journeyman. If it is determined that the 70% Journeyman is not fully qualified as a 100% Journeyman, the modified program may be extended for up to six (6) months at the sole discretion of the J.A.T.C.

Section 16 The parties signatory to this Agreement have agreed, that in the interest of promoting the industry through increased participation in Health and Safety and Upgrade Training, to create a Health and Safety/Upgrade Training Award Program (HSUTAP) to be funded by a thirteen cent (\$.13) Employer contribution effective July 1, 2004. The sole purpose of the program is to create an incentive for members covered by this Agreement to participate in Training. The parties

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created a jointly managed trust fund by executing an Agreement and Declaration of Trust May 1, 2007.

a) The payments to the HSUTAP required above shall be made at the same time and in the same manner as other Trust Fund Contributions included in this Agreement. The Board of Trustees shall administer the HSUTAP in accordance with the terms of the HSUTAP Agreement and Declaration of Trust.

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

c) The Board of Trustees of the HSUTAP shall work with the Board of Trustees of the Joint Apprenticeship and Training Committee (the entity providing training) to coordinate required training to establish eligibility for annual HSUTAP events.

**ARTICLE 10
Health and Welfare-Dental-Vision Plans**

- Section 1** Each employer signatory to this Agreement shall pay to the Employees Painters Trust (or designated health and welfare trust) the sum of Five dollars and eight cents (\$5.08) or the sum in effect per hour worked by each employee from July 1, 2004 for Health & Welfare, Dental and Vision Plans.
- Section 2** Effective July 1, 2004 and for the duration of this Agreement, the contractor, after 30 days notice, agrees to contribute one half (1/2) of any increases required by the Employee Painters Trust (or designated health and welfare trust) to maintain the present benefits for health and welfare, dental or vision plans, with a maximum contractor contribution of twenty-five cents for each year of the agreement. (7-1-04: \$0.25, 7-1-05: \$0.25, 7-1-06: \$0.25)
- Section 3** The Plans in effect are hereby made a part hereof and all signatories to this Agreement are bound by the terms of said Trust Agreement, which are incorporated herein by reference as though fully set forth herein.
- Section 4** If an employer fails to make contributions to the employee's Painters Trust Fund within five (5) days after the date required by the Trustees, the Joint Committee shall have the right to take whatever action or steps necessary to secure compliance with the Agreement and other provisions hereof to the contrary notwithstanding. The employer is liable for payment under this Article and if the Union so desires, it shall not be subject to, or covered by any grievance or arbitration procedure, or any "no strike" clauses which may be provided or set forth elsewhere in this Agreement. All legal fees will be paid by the employer.

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- Section 5** The Union reserves the right to refuse employees to any contractor or employer not keeping their welfare contributions current.
- Section 6** In order that workmen who are otherwise eligible for welfare benefits shall be fully protected, it is mutually agreed that any employer who fails to make payment for the welfare benefits as provided herein shall personally be responsible to the employees herein covered for the benefits which would have occurred by such welfare coverage.
- Section 7** In the event that there is a change in the designated health and welfare trust, the parties bound to this agreement hereby agree to take the steps necessary to jointly administer that fund.

**ARTICLE 11
Vacation Fund**

Prior to the effective date of this Agreement, the members of the Union, by secret ballot vote elected to change the function of the Vacation Fund from a monthly deposit into an individual account at the IBEW Plus Credit Union to a jointly managed Vacation Trust Fund. The parties hereby agree to create the Vacation Trust Fund by executing a declaration and agreement of trust as well as other governing documents for the trust fund.

- Section 1** Effective July 1, 2007 the employer will forward one dollar and fifty cents (\$1.50) per hour, on behalf of each employee who earns seventy-five percent (75%) or more of the journeyman straight time rate of pay, to the IBEW Plus Credit Union at 1900 South Jones Blvd. Las Vegas, Nevada 89146 (or designated financial institution).
- Section 2** This contribution to the Vacation Fund by the contributing employer will be paid at the same time and on the same forms as the welfare contributions. All rules pertaining to the payment of welfare monies will apply to the payment of vacation contributions.
- Section 3** The Vacation Fund contribution is a part of the hourly wage rate and is not to be construed as a fringe benefit. It shall be treated as such in the computation of payroll deductions.
- Section 4** Contributions shall be paid monthly and shall be recorded on forms supplied by the International Union of Painters and Allied Trades Union and Industry National Pension Fund Office.

Contributions covering hours worked during any month are due and payable on the first of the following month and will be considered delinquent if not paid by the thirtieth of the month. Employers failing to submit monthly reports as provided for above shall be assessed liquidated damages equal to five percent (5%) of the

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amount due on a monthly basis. Damages assessed shall be applied to the respective funds.

If contribution reports and payment are not received by the 30th of the month, the Joint Committee will suspend or revoke the employer's Shop Card for violation of this agreement and reserves the right to request the Local Union to remove any employees as covered by this agreement.

**ARTICLE 12
Check-Off of Administrative Dues**

Section 1 Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement, administrative dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner.

a) The Union will notify the Employer in writing of the amount of administrative dues specified in the bylaws, and will submit to the Employer a copy of the bylaws or the applicable bylaw provisions.

b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.

c) On or before the 30th day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

Section 2 When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representatives "assessment", the Employer shall check off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative "assessment" in the amount stated in that other union's bylaws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement. In performing this check-off, the procedure specified in Section 1(a-c) will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or business representative "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory

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hereto, and the bylaws of that other Union contain no provision for administrative dues or business representative "assessment", the Employer shall continue to be bound by Section 1.

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

a) It is mutually agreed and understood that in the event a majority of the members of the Union covered by this Agreement elect, through means of a special called meeting and secret ballot, to enter into Union Administrative Dues Check-Off the employer shall within 30 days after written notice from the Union, deduct from the employee wages, the amount voted on. Prior to making this deduction the Union shall forward signed authorization from the employee as provided for under Nevada Revised Statute 608.110.

**ARTICLE 13
Industry Promotion Fund**

Section 1 The effective date of the Industry Promotion Fund contributions was July 1, 1973, and it is agreed between the Painting and Decorating Contractors of America, Southern Nevada Chapter, and the International Union of Painters and Allied Trades, Local Union #159, that all Chapter Signatory members shall contribute, as provided for in Section 2 of this Section, to the Painting and Decorating Contractors of America, Southern Nevada Chapter.

It is further agreed, that this fund is not to be used for any anti-labor activities.

Section 2 Effective July 1, 2007, all signatory employers shall contribute twenty-six cents (\$.26) per hour, but not less than twenty dollars (\$20.00) per month. These contributions are to be paid monthly in the same manner as all other benefits. Effective July 1, 2008, all signatory employers shall contribute twenty-seven cents (\$.27) per hour. Effective July 1, 2009, all signatory employers shall contribute twenty-eight cents (\$.28) per hour. Effective July 1, 2010, all signatory employers shall contribute twenty-nine cents (\$.29) per hour.

Section 3 Notwithstanding that a Chapter Signatory member is also a member or proxy to another association of Employer's (a non-Southern Nevada PDCA Chapter Association), the contributions required under this Article 13 shall be fully and exclusively paid to this Industry Promotion Fund, to be administered solely by the Southern Nevada PDCA, and not prorated with or otherwise disbursed in whole or part to any other such Association.

Southern Nevada PDCA utilizes these Industry Funds for the betterment of the Union Painting Industry. The PDCA offers Safety Classes for OSHA 10, 30, 500, 501, 502 and 503, 3M Respirator medical evaluations and personal fit tests,

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ladders and scaffold user classes, ladders and scaffold erector and dismantle classes, swing stage training, Ames tool certification, Aplatech Taping system certification, skills training, and Supervisory instructions for construction managers. The PDCA also conducts Project Site Safety OSHA evaluations, Industry Standard third party clarifications and certifications, and also provides project management assistance.

It is understood and agreed that WWCCA is entitled to Industry Promotion funds that are attributable to Drywall Finishing hours performed by employees of WWCCA proxied Employers as of the effective date of this Agreement. It is also understood that should WWCCA establish a proxy relationship with any Employer after the effective date of this Agreement, WWCCA will be entitled to Industry Promotion Funds that are attributable to all WWCCA proxied Drywall Finishing hours.

ARTICLE 14
Fringe Benefit Contributions Administration

Section 1 Contributions shall be made monthly and shall be recorded on forms supplied by the International Union of Painters and Allied Trades Union and Industry National Pension Fund office (computer attachments accepted) and mail in one envelope with separate checks for each fund to the Joint Committee office for disbursement.

All remittance reports and contributions shall be equated and sent to a third party administrator utilizing one (1) check for all contributions, who in return will process the remittances and disburse the contributions to the Funds listed below. As of the effective date of this Agreement, a third party administrator has not been selected. Employers are to continue following the process listed below until they have been notified in writing to send contributions to a designated third party administrator.

In order to eliminate confusion relative to the processing of benefit contributions, the Employer will send a monthly remittance report and individual benefit contribution checks as follows, to the Joint Committee, who in turn will process and remit to:

- 1) IUPAT - Pension Fund**
- 2) The Painters Trust - Health and Welfare**
- 3) IBEW Plus Credit Union - Vacation Funds**
- 4) Painters Local 159 - Dues Check Off**
- 5) Painters Local 159 - Organizing Fund**
- 6) Painters JATC – Apprenticeship**
- 7) Labor Management Cooperation Initiative – LMCI**
- 8) Industry Promotion Fund**

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- 9) Joint Committee Fund**
- 10) Joint Committee Industry Promotion Fund**
- 11) Health and Safety/Upgrade Training Award Program**
- 12) Labor Management Cooperation Committee**

- Section 2** Contributions covering hours worked during any month are due and payable on the first of the following month and will be considered delinquent if not paid by the 30th of the month. Employers failing to submit monthly reports as provided for above shall be assessed liquidated damages equal to five percent (5%) of the amount due on a monthly basis. Damages assessed shall be applied to the respective funds.
- Section 3** If contribution reports and payment are not received by the 30th of the month for the preceding month, the Local Union may suspend or revoke the employers Shop Card for violation of this agreement and reserves the right to remove all employees as covered by this agreement.
- Section 4** The individual Employer further and additionally agrees to pay all reasonable costs and attorney's fees necessary and incurred to collect any amount due hereunder in the event of the default in performance by the Employer hereunder, including collection of sums due hereunder by demand or suit on the surety bond.

ARTICLE 15
Bonding-Shop Card-Subcontracting

- Section 1** On or after July 1, 2004 all employers signatory to this agreement shall provide and be covered by a surety bond for no less than thirty thousand dollars (\$30,000) for the purpose of protecting the Trust Funds as provided for in this agreement. The Joint Committee will review all applications and issue Shop Cards. The Committee shall have the authority, based upon past work and financial responsibilities, to require higher bond limits.
- Section 2** Further, should an employer fail to comply with the monthly remittance reporting provision of this agreement, then such employer may be required to submit the fringe benefit report to the Local Union on a weekly basis, including his check to cover such report. This weekly report shall be due no later than the following Wednesday after the regular Friday payday.
- Section 3** The employer agrees that should work, as herein defined be contracted or assigned to a subcontractor, provisions shall be made to require compliance by the subcontractor with all the terms of this agreement.
- Section 4** A subcontractor shall be defined as any person, firm, partnership, corporation, or other entity that is properly licensed in accordance with State Law, or the

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appropriate State Agency, to perform work covered under the scope of this Agreement.

Section 5 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.

It is expressly understood that this Article shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.

Section 6 Therefore, any employer becoming signatory to the Agreement by taking out a Shop Card hereby agrees to be bound by all provisions and amendments of the said Trust Agreements, decision of the Board of Directors of the Joint Committee, and decisions of the Board of Trustees of the various trust funds.

Section 7 The signing of the short form Shop Card application refers to this Agreement and is binding for all parties involved.

Section 8 On and after the date of signing of this Agreement, every employer, although a party hereto, must be registered through an authorized representative of Painters Local Union #159. The following information shall be required when registering.

- a) Firm name, address and telephone number.
- b) Name of owner or owners.
- c) Average number of workmen employed.
- d) A State Contractor's license number.
- e) Federal Withholding and Social Security account number.
- f) Nevada unemployment Insurance account number.
- g) City and/or County license number.
- h) Proof of workers Compensation insurance
- i) Proof of Surety Bond

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- Section 9** Such registration shall call for issuance of serially numbered Shop Cards. Said Cards shall be issued for the terms of the Agreement.
- Section 10** The Joint Committee shall be vested with the authority to issue Shop Cards; however, a Shop Card will not be issued to any employer until after the employer has met the qualifications as set forth in this Agreement.
- Section 11** The Shop Card is issued by the Joint Committee to indicate that the person to whom it is issued is a party to this Agreement and that he has signed a copy thereof. The holder of a Shop Card shall notify Painters Local Union #159 within ten (10) business days of any changes in ownership and/or officers of the corporation or license holder.
- Section 12** It is agreed that it is unfair for any person to be bound by the terms of this Agreement unless other parties thereto observe it likewise. It is recognized that it would constitute unfair competition for one employer to observe reasonable working conditions agreed upon while his competitors ignore such conditions. Therefore, no Shop Card will be issued to any license holder unless he employs one or more Journeyman.
- Section 13** The official Shop Card and all identification cards issued by the Joint Committee are the property of the Joint Committee. They are not transferable and must be returned upon demand to the Joint Committee or an authorized representative of the Joint Committee.

**ARTICLE 16
Preservation of Work Clause**

- Section 1** To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any devise or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.
- Section 2** All charges of violation of Section I 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) the effected employees covered by this agreement, including registered applicants for

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employment, the equivalent of wages those employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

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

**ARTICLE 17
Working Rules**

- Section 1** Workmen shall report to work with the usual tools of the trade.
- (a) **Painters** shall supply a five gallon bucket, duster, putty knife, broad knife, hammer, nail set, screwdriver, 5 in 1 tool, and wrenches.
- (b) **Paperhangers** shall supply a five gallon bucket, straight edge, 2' level and usual paperhanger's hand tools, with the contractor supplying all other tools and equipment. It is agreed by the signatory employers that they will furnish the necessary tables or boards, including such tools as rollers for pastes and adhesives, razor blades, towels, sponges, adhesives, wallpaper and wall coverings for a finished job.
- (c) **Drywall Finishers (Tapers)** shall be required to furnish a five gallon bucket, mud pans, various size knives, stomper, sanding pole, screwdriver, hammer and tin snips. The employer shall furnish all other tools of the craft.
- Section 2** It is hereby agreed that there shall be no restrictions for or restrictions on the use of any tools or equipment unless specifically addressed in this Agreement. No local practices or customs are recognized that restrict production or productivity.
- Section 3** Piecework, contracting or subcontracting to journeymen and apprentices shall not be permitted.

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- Section 4** The employer shall furnish fresh cool drinking water on all jobs. The Employer agrees to put sufficient ice into the containers to keep water cool on a daily basis.
- Section 5** No employer signatory to this agreement shall require or utilize any employees car, truck or any other vehicle to transport materials, tools or equipment of any type in excess of twenty five pounds in the performance of work while said employee is employed by him unless by mutual agreement a rental agreement is entered into with a payment to be no less than twenty (\$20.00) dollars per day per vehicle and/or trailer.
- Section 6** Employees shall not be permitted to rent, lease, or allow use of his own tools or spray equipment. Use of stilts is prohibited.
- Section 7** The preparation of material and equipment and the cleaning up and removal of same is to be performed within the eight hours. Employees will be allowed sufficient time for the cleaning of tools so as not to run past quitting time.
- Section 8** Workmen referred to the employers job site who arrive in an unfit condition for work, without proper tools or referrals, or who are not ready to go to work or who are not otherwise qualified, or who are workmen that the requesting contractor has notified the Union in writing of ineligibility for rehire, shall not be entitled to show-up time, travel or subsistence, or any other form of compensation by the contractor.
- Section 9** Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this agreement has the right to withdraw employees covered by this agreement whenever the employer party to the agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.
- Section 10** Employers shall furnish all paste machines and no employee shall be required to agree to furnish said equipment.
- Section 11** It is required that all journeymen and apprentices shall furnish and wear clean white overalls, or clean white pants and shirts; such uniforms to be changed at least once a day.
- Section 12** The Working Card is supplied by the Building and Construction Trades Council of Clark, Lincoln, Nye and Esmeralda Counties, Nevada, or by Painters Local Union #159 and issued to members in good standing with Painters Local Union #159.
- Section 13** It is agreed that any and all work not covered by this Agreement contracted for by an employer be performed by an employee affiliated with and in good standing with the Building and Construction Trades Council of Clark, Lincoln, Nye, and

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Esmeralda Counties, Nevada, or any other jurisdiction that is awarded to Painters Local Union #159.

Section 14 All members, including foremen, journeymen and apprentices are encouraged to participate in continuing education. This includes Health and Safety Training as well as craft specific training.

Section 14 Disabled Workers

- a) Disabled members shall be permitted to solicit work on an hourly basis. A worker that is injured and is injured to such a degree that he is unable, because of physical disability, or other infirmity, may be employed at below the established minimum wage rate, by mutual agreement between both parties to this agreement. The worker may be asked to work for the hourly wage, less the percentage of disability, he/she sustained.
- b) No employer shall employ more than one disabled worker to each five employees.
- c) The Joint Committee shall by medical documentation, determine the basis of a workers disability status.

**ARTICLE 18
Travel Time and Subsistence**

Section 1 **Travel Time** - the established city limits of Henderson and Boulder City shall be travel "free zone".
Laughlin (Remodel) - travel time down first day of work, back last day of work. No subsistence.
Laughlin (New Work) – travel time down first day of work, back last day of work. Subsistence \$35 per day.
Mesquite – no travel, no subsistence
State Line- no travel, no subsistence

a) On all other job sites, travel time shall commence fifteen (15) miles from Las Vegas Boulevard and Fremont Streets and shall be paid as follows:

0 to 15 miles = "free-zone"
0 to 5 miles beyond "free-zone" 15 minutes per day.
5 to 10 miles beyond "free-zone" 30 minutes per day.
10 to 15 miles beyond "free-zone" = 45 minutes per day.
15 to 25 miles beyond "free-zone" = 1 hour per day

b) Any job beyond the twenty-five (25) mile radius will pay at the hourly rate or fraction thereof.

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c) All employees residing within 25 perimeter miles of Laughlin, Nevada while employed at said site will not be eligible to receive any travel or subsistence pay.

- Section 2** Travel time is not to be construed as working time.
- Section 3** When a employee is hired or is currently working on a job site where travel time is paid and the employer, or a representative of the employer, fails to properly notify said employee not to report to the job site, then travel time shall be paid even though no work is performed by the employee.
- Section 4** If the construction job is classified as a subsistence job, the employee shall receive travel time to the job site on the first day of hire and travel time at the end of the job or termination. Power plant or industrial plant projects are excluded from this provision and shall be paid pursuant to paragraph (a) of this Section.
- Section 5** On jobs where subsistence is paid, the employer shall furnish a suitable change room and lunch area which shall be adequately heated in the winter and cooled in the summer.
- Section 6** Travel time on subsistence jobs will be determined by the amount of time actually spent driving from Las Vegas Boulevard and Fremont Streets, to the job site at the legal rate of speed.
- Section 7** Any dispute involving travel pay shall be resolved by the Joint Committee
- Section 8** Subsistence - All jobs located 45 miles or more beyond the established "free-zone" shall pay subsistence. If food and lodging are not available at the job site, in addition to subsistence, the employee shall receive travel time as provided for in this agreement to the nearest location that food and lodging are available beyond a "free-zone" of fifteen (15) miles from the job site.
- Section 9** Subsistence shall be paid at the rate of sixty-five (\$65.00) dollars per day for all days required to be out of town, however, if an employee "shows-up" on the job site on a scheduled workday and no work is provided, the employee shall receive full subsistence pay. If the employer provides rooms for workers subsistence shall be paid at the rate of thirty-five (\$35.00) dollars per day. There shall be no more than two employees per room and no more than one employee per bed.
- Section 10** If, for personal reasons, an employee voluntarily leaves the job site and fails to complete the shift, the amount of subsistence shall be prorated on an eight hour basis.

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- Section 11** If a worker is required to furnish his own transportation to any job site that is off the pavement or any first class country road (a maintained bladed road) the employer shall furnish transportation from pavement or first class county road to the job site and back.
- Section 12** Employees shall not accept transportation to or from job site in the employers' vehicle unless it is satisfactorily enclosed against the elements. Vehicles shall be provided with seats or benches. Employees are expressly forbidden to ride in the beds of trucks that contain gasoline, solvents, or an excessive amount of materials.
- Section 13** Any employee reporting to the job site in transportation furnished by the employer and who is arrested or detained by an authorized agent, State, County, City or Federal, for reasons of faulty equipment improperly registered vehicle, etc., shall be paid his prevailing wage while detained. This paragraph does not apply if such arrest or detainment is caused by negligence of said employee.
- Section 14** Any time lost by an employee in a legal court or hearing, if requested to appear by his employer, or employer's agent, shall be reimbursed at the prevailing basic wage rate. This paragraph shall not apply if negligence is on the part of the employee.
- Section 15** When an employee is requested to report to a job site in an area where free parking is not available on the job site or within two blocks of the site, the employer shall reimburse the employee for the cost of parking while working at said job site payable the next pay period.

**ARTICLE 19
Stewards**

- Section 1** There are to be stewards designated on all jobs. The steward is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative, who shall immediately attempt to adjust the grievance or dispute with the Employer or his representative.
- Section 2** The steward shall be a working employee selected by the Union who shall in addition to his regularly assigned work, be permitted to perform during working hours such of his steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his duties, including, in addition to his normal duties, obtaining information on safety and sanitation. The Employer shall make available to such designated steward the names and locations of jobs in progress and the number and names of bargaining unit employees employed on such jobs.

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- Section 3** The Union shall notify the Employer or his representative, in writing, of the appointment of the steward. The Employer or his representative can lay off or discharge the steward for cause only, and the Employer shall notify the Union, in writing, of his intent to do so one (1) full working day prior to such layoff or discharge on projects within fifty (50) miles of the hiring hall, and give two (2) working days notice on projects located over fifty (50) miles from the hiring hall.
- Section 4** It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever overtime is worked and as long as there is work he is qualified to perform. The steward shall not be discharged or laid off for the performance of his Union duties. The Steward (who must be capable of performing the work) shall be the last employee to be laid off or terminated (other than for cause) excluding supervision.

ARTICLE 20
Payment of Wages

- Section 1** All wages shall be due and payable either in lawful currency enclosed in an envelope showing the employer's and employee's names, hours worked, deductions made, and the amount due; or by negotiable check payable on demand at par, together with a receipt showing the employer's and employee's names, hours worked, deductions made and amount due. The said check and said envelope shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws. Any charges or penalties due to invalid payroll checks shall be reimbursed to the employee(s) affected upon demand. This shall include only charges or penalties incurred by the employee(s) that can be directly attributable to the bounced check(s).
- Section 2** Wages earned shall be due and payable Friday, on the job, no later than normal quitting time, and shall include all wages earned up to and including all hours worked on Sunday. When the regularly scheduled payday falls on a recognized holiday, wages earned shall be due and payable the day preceding the holiday.
- Section 3** The employee shall not be required to go to any shop or office outside of the job site to pick up his Friday paycheck unless he/she is on company time.
- Section 4** Employers bound to the provisions of this Collective Bargaining Agreement whose home office is in a different jurisdiction, shall have the ability to meet payroll when it is due.
- Section 5** Should any employee fail to work, quit early, or fail to be on the job site for the Friday pay, said employee shall not be entitled to any waiting time as provided for under this Agreement. Paychecks that are due and payable on Friday, in violation of Section 7 shall be submitted to the Local Union office the following Monday morning prior to 8:00 a.m. If the employer fails to present the weekly pay as

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provided for in this Section, the employer shall pay all waiting time as per Section 7.

- Section 6** Employees laid off or discharged must be paid in full on the job at the time of dismissal.
- Section 7** Upon failure of the employer to pay the employees at the stipulated quitting time, all waiting time shall accrue at the rate of straight time of the employees current wage classification rate, not to exceed eight (8) hours in a twenty-four (24) hour period on a seven-day (7) basis. Members must report to the Union Representative all claims for waiting time not later than 4:30 p.m. of the following working day after said wages are due and payable.
- Section 8** Delay occasioned by accidents beyond the control of the employer shall not be construed as a violation of Section 2.
- Section 9** In the event of controversy regarding the merits of the period of waiting time, the employer shall place the said compensation involved in escrow with the local Joint Committee and said compensation shall be held by the Joint Committee pending decision of the Joint Committee empowered to rule on said matter.
- Section 10** The refunding of wages earned (commonly referred to as a "kickback") by a member of the Local Union, or the acceptance of said refund by the employer as defined herein, shall constitute a distinct and separate violation of this agreement and shall necessitate such action as is hereinafter stipulated under the section covering violations.
- Section 11** This agreement shall be in addition to any right accruing under the Nevada Revised Statutes pertaining to Labor Law which makes "kickback" punishable by fine and/or imprisonment.
- Section 12** All employees, either discharged or terminated for normal cause, shall be given a termination slip with their final check. The termination slip shall state the reason, such as normal reduction in force, job ending, work unsatisfactory, etc. The termination slip shall also state whether or not the employee is eligible for rehire. One copy shall be retained by the employer, one copy shall be given to the employee, and one copy shall be sent to the Union.

**ARTICLE 21
New Commercial and Industrial Work**

4 Year Contract

Negotiated Contract - Downtown Construction

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Wage Package 3 Years

Section 1 Journeyman wages and benefit contributions shall be as follows:

	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Wage	\$32.48	\$34.63	\$36.82	\$38.99
Pension	\$4.25	\$4.50	\$4.75	\$5.00
H&W	\$5.30	\$5.30	\$5.30	\$5.30
IP	\$0.26	\$0.27	\$0.28	\$0.29
JATC	\$0.40	\$0.42	\$0.45	\$0.49
JCIP	\$0.10	\$0.11	\$0.12	\$0.13
JC	\$0.08	\$0.09	\$0.10	\$0.11
LMCI	\$0.06	\$0.07	\$0.08	\$0.10
LMCC	\$0.00	\$0.10	\$0.15	\$0.20
<u>HSUTAP</u>	<u>\$0.13</u>	<u>\$0.13</u>	<u>\$0.13</u>	<u>\$0.13</u>
Total Pkg	\$43.06	\$45.61	\$48.16	\$50.71
Wage increase	\$2.20	\$2.15	\$2.19	\$2.17
Benefit increase	\$0.35	\$0.40	\$0.36	\$0.38
IP increase	\$0.01	\$0.01	\$0.01	\$0.01
Total Pkg increase	\$2.56	\$2.56	\$2.56	\$2.56

Deductions from wage

Organizing	-\$0.40
Vacation	-\$1.50
Dues Ck Off	-3.00%

	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Brush & Roller	\$32.48	\$34.63	\$36.82	\$38.99
Spray Painter	\$32.48	\$34.63	\$36.82	\$38.99
Structural Steel Painter	\$32.48	\$35.03	\$37.22	\$39.39
Paperhanger	\$32.48	\$34.63	\$36.82	\$38.99
Sandblaster	\$32.48	\$34.63	\$36.82	\$38.99
Structural Steel Sandblaster	\$32.48	\$35.03	\$37.22	\$39.39
Pot Tender	\$32.48	\$34.63	\$36.82	\$38.99
Nozzleman	\$32.48	\$34.63	\$36.82	\$38.99
Tapers	\$32.48	\$34.63	\$36.82	\$38.99
Marbleizing	\$32.48	\$34.63	\$36.82	\$38.99
Metal Leafing	\$32.48	\$34.63	\$36.82	\$38.99

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Sign Painter	\$32.48	\$34.63	\$36.82	\$38.99
Steeplejack	\$29.38	\$36.43	\$38.62	\$40.79
Acid Staining	\$32.48	\$34.63	\$36.82	\$38.99
Graining	\$32.48	\$34.63	\$36.82	\$38.99
Buffing	\$32.48	\$34.63	\$36.82	\$38.99
Buffing Steel	\$32.48	\$35.03	\$37.22	\$39.39
Special Coating	\$28.58	\$35.63	\$37.82	\$39.99

Section 2 SPECIALTY PREMIUM PAY

- a)** **High Pay**- work on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift) or rappelling work over forty (40) feet, up to and including one hundred (100) feet in height shall be paid at the rate of eighty-five cents (\$0.85) per hour above the base classification. All work over one hundred (100) feet shall be paid at the rate of two dollars (\$2.00) per hour above the base classification.
- b)** High pay shall be paid in addition to all other premiums involved.
- c)** **Down Hole** – Down hole time shall pay in the same increments as high pay.
- d)** **Hazard Pay** - Employees required to work inside tunnels, tubes or piping not covered in paragraph (d) such as work involved at water treatment plants and mining operations shall receive a premium of thirty-five cents (\$0.35) per hour above the base classification. Hazard pay shall be paid in addition to all other premiums involved.
- e)** Employees working with or applying creosote, coal or hot tar epoxies shall be furnished uniforms or clothing described by OSHA.
- f)** If a worker is entitled to receive premium pay at any time during his shift he shall receive the premium for the entire shift.

Section 3 Structural Steel

- a)** For a definition of structural steel, see Exhibit A, Steel Construction Manual of the American Institute of Steel Construction; page 307, Section 2 classification.
- b)** On erected structural steel, a premium of thirty five cents (\$0.35) per hour over brush painters' rate will be paid from the ground up.
- c)** If painted on the ground (not erected), brush painter's rate will be paid. If steel is sprayable, the spray rate premium will be paid.
- d)** Service Station, as such, are not classified as structural steel.
- e)** Upright or horizontal storage tanks set in concrete or similar base, such as tanks used by oil company bulk plants will not be considered to be structural steel.

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f) All tanks mounted on structural steel supports, such as typical water towers of all designs, shall be considered structural steel and the steel premium rate shall apply.

Section 4 ALLOCATION OF WAGES

- a) The Union reserves the right to allocate any or all of the negotiated wage increases to Welfare, Vacation, Pension, Dues Check Off, Apprenticeship or Organizing.
- b) In the event the Union wants to increase the amount of contribution to any of the above mentioned Funds, the employer shall, within thirty days following written notice from the Union, divert the amount of such increase from the hourly wage rate then being paid and add the amount so diverted to the Fund as per instruction in the Union letter.
- c) Any negotiated increase for Vacation and/or Dues Check Off must be included in wages for tax purposes (vacation to be deducted after taxes).

**ARTICLE 22
Foreman - General Foreman**

Section 1 Foremen and General Foremen of the crafts shall be from the crafts will be chosen at the discretion of the employer, however, there will be at least one foreman on each job that has five or more journeymen.

- a) A foreman may work with the tools of the trade unless he is required to supervise more than ten employees at any given time. When a foreman is assigned the responsibility of supervising more than ten employees, he shall not be allowed to work with the tools of the trade, except for the purpose of instruction or for incidental assistance to a journeyman or an apprentice. In case more than three foremen are employed on the same shift on a single job, there shall be designated a general foreman. Foremen and General Foremen shall not work with the tools of the trade when working overtime. Foremen shall receive a minimum of nine percent (9%) differential above the highest paid journeyman under his supervision.
- b) General Foreman: A foreman designated to supervise other foremen shall be classified as a general foreman. When a general foreman is required under paragraph A of this Article, he shall receive a minimum of nine percent (9%) differential above the highest paid foreman under his supervision.

**ARTICLE 23
Painters Joint Committee**

Section 1 PURPOSE AND BUSINESS

**IUPAT District Council 15, Local Union 159 and Painting and Decorating Contractors
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- a) To promote, protect, foster and advance the rights and interests of those engaged in the business and profession of painting, paperhanging and decorating in the community, whether as a journeyman, apprentice, or contractor; to improve the conditions under which the industry is carried on; to develop fair and just competitive methods, to perfect methods and rules for the peaceful and just settlement of disputes and misunderstandings in the profession and in the industry; and the profession as against unfair actions and discriminations; to collect and disseminate pertinent and constructive data and information relating to the industry and useful in the profession.
- b) To promote greater harmony and unity of purpose in the industry as between employer and employee, and as between both and the public; to establish equitable standards of business relations between the painting and decorating craft and the community served; to advocate and encourage trade education and improvement, to establish and enforce rules and principles of conduct and codes of ethics for the government of its members and associates in the industry; to investigate, arbitrate, compromise, adjust and determine all organizations and local contractor associations in the industry, as shall be authorized from time to time by contracts or other existing agreements as between the Union and the Association; to sit as a board of arbitration under the terms and conditions of any such contracts or agreement; to receive complaints, hear evidence, make findings, and order and render and enforce decisions hereon; to make and enforce rulings thereunder and in accordance therewith, and with the findings of said board; and otherwise to perform and carry out all terms and conditions, intents and purposes of any such contract or agreement.
- c) The foregoing clauses shall be construed both as objects and powers, but no recital expression or declaration of specific or special powers or purposes herein enumerated shall be deemed to be exclusive; but it is hereby expressly declared that all other lawful purposes and powers not inconsistent with the Area Painters Agreement.

Section 2 MEMBERSHIP AND ALTERNATE MEMBERS

- a) The affairs and management of the Joint Committee shall be under the control of eight (8) members and eight (8) alternate members. Four (4) of the regular and four (4) of the alternate members shall be designated by the Business Manager/Secretary Treasurer of IUPAT District Council 15, and three (3) regular and three (3) alternate members shall be contractors who are members selected by the P.D.C.A., one (1) regular and one (1) alternate member shall be selected by W.W.C.C.A., this shall constitute the Employer's side of the committee. Alternate members of the committee shall be entitled to vote only in the event the regular member for whom he is an alternate is absent. The Joint Committee shall elect from among their members, a president and a secretary. The president and

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secretary will have one vote each. The committee shall not vote upon any subject unless at least two (2) Union members and at least two (2) contractor members are present and voting, and shall not vote upon matters of importance unless all six (6) members, or their respective alternates are present. Voting and meeting shall be subject to such further restrictions as shall be fixed from time to time by the Bylaws, or by agreement between the Union and contractors.

Section 3 OFFICERS AND DUTIES

- a) The President shall be the executive officer of the Joint Committee and shall preside at all meetings of the Joint Committee and shall be a member ex-officio of all committees. He shall, at such times as he shall deem proper, communicate to the Joint Committee such subject, and make such suggestions as may, in his opinion, tend to promote the welfare and increase the usefulness of the Joint Committee and shall perform such other duties as are necessarily incidental to the office, or as may be prescribed by the Joint Committee. He shall appoint a Committee. He shall sign all instruments which have first been approved by the Joint Committee.
- b) The secretary shall perform the duties of the President in the event of his death or absence, and in the event of permanent termination of the services of the President from any cause, for the balance of his term of office, the Secretary shall be automatically designated as "Acting President". He shall act as assistant to the President with such duties as the Chairman may designate or assign.
- c) The Secretary shall give notice of and attend all meetings and keep a record of the proceedings. He shall conduct all correspondence and carry into execution all orders, votes and resolutions requiring communications. He shall have charge of all documents, records and papers, and shall keep them safely. At the discretion of the Joint Committee, he shall prepare an annual report of the transactions and conditions of the Joint Committee.
- d) A treasurer may be elected or appointed by the Joint Committee who shall keep an accurate record of all monies received and expended for the Joint Committee and shall make all disbursements authorized and approved by the Joint Committee. Funds shall be drawn only on the signature of the Treasurer and President and all bills must be approved by the endorsement thereon of the President. He shall have charge of the property and other cash funds set up by the Joint Committee for the transaction of current business and regularly occurring expenses. The funds, books, and vouchers in his hands shall at all times be subject to verification by the Joint Committee. At the expiration of his term of office, the Treasurer shall deliver to his successor, all books, monies and other property of the Committee, or in the absence of a treasurer-elect, shall make delivery to the Chairman.

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- e) The said officers shall perform such other duties as shall from time to time be imposed or required by the Joint Committee, or as may be prescribed by the Bylaws or within the jurisdictions the specific office.
- f) The officers shall be empowered to employ such additional persons as may be necessary to the functioning of the Joint Committee subject to the approval of the expenditure by the Joint Committee.
- g) The President of the Joint committee shall preside at all meetings. In the absence of the President, the Secretary shall act; otherwise the Joint Committee may elect a President from their own number.
- h) The Joint Committee shall hold regular monthly meetings at a place as designated at 3:00 p.m. on the second Thursday of each month, for the transaction of such business and reports as may properly come before the committee. The Committee shall meet at such other times as may be necessary at the call of the President, or by any three (3) Committee members.
- i) Failure of any member of the Committee to attend a meeting hereof shall be explained in writing by such absentee, said communication to be delivered to the Secretary prior to the convening of the meeting. Also when a member of the Committee is unable to attend a meeting, he shall, as soon as possible, and prior to the holding of said meeting, advise his Alternate of the matter. Those members present shall determine in each instance the excuse for such absence and three consecutive inexcusable absences shall automatically vacate said membership.
- j) IUPAT District Council 15 of Las Vegas, Nevada, the W.W.C.C.A. and the Chapter of Painting and Decorating Contractors of Southern Nevada, shall fill all vacancies of officers from their respective representatives on the Committee for the unexpired term thereof that may occur by reason of death, resignation or otherwise.
- k) The Joint Committee shall elect from its membership an auditing committee each year to audit the books of the Joint Committee.
- l) It shall be the duty of the Joint Committee to keep a complete record of all its meetings and acts; to supervise all acts of the officers, committees and employees of the Joint Committee; to act as a board of investigation and/or discipline, or to appoint a committee for such a purpose and impose fines or other penalties.
- m) Notice of special meetings shall be mailed to each Joint Committee member not less than two (2) days prior to the meeting date and shall state the purpose, time and place of the meeting.

Section 4 ELECTION AND TERM OF OFFICE

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- a) In the election of officers, if the President should be an Employer, then the secretary must be a journeyman or vice versa. At each annual election, the office of President and Secretary must alternate, (i.e., if the President is an employer during the term of office then at the succeeding annual election, the President must be a journeyman and the Secretary must be an Employer or vice versa.)
- b) All officers of the Joint Committee shall be elected from official delegates to the Joint Committee.
- c) Elections shall take place at the first regular Joint Committee in July of each year and such officers shall serve for a term of one year, except as otherwise provided for under the terms of this Agreement.

Section 5 PROCEDURE

- a) Robert's Rules of Order shall be the mode of procedure in the conducting of the meetings of the Joint Committee, governing all parliamentary action.
- b) The order of business at all meetings of the Board of Directors or Committees, shall be as follows:
 - (1) Call to order,
 - (2) Roll Call,
 - (3) Reading of minutes,
 - (4) Reports of Officers, Chairman, Secretary, Treasurer (if elected or appointed)
 - (5) Correspondence,
 - (6) Reports of committees,
 - (7) Unfinished business from previous minutes, from officers reports, from committee reports, from floor,
 - (8) New business proposed by correspondence, proposed by committee, proposed by officers,
 - (9) Elections and Appointments, and
 - (10) Adjournment.
- c) The order of business may be altered by the Chairman or by vote of the members of the committee for any current meeting only.

Section 6 POWER AND DUTIES

- a) The Committee is hereby vested with power to adjust all disputes and grievance that may arise out of the application or interpretation of this agreement and shall be empowered to interpret and make such rules and regulations as may be necessary to give force and effect the intent, purpose and meaning of this

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Agreement. The Committee is empowered to have access to all records pertaining to any case where violations of this Agreement are involved. The Committee shall have the power to require all parties to testify under oath, and such parties may be required to subscribe to a written statement of their testimony under oath. All decisions of the Joint Committee shall be final and binding upon both parties to this Agreement.

- b) The parties hereto and any party executing a counter part hereof hereby agrees that any disputes and grievances that may arise under this Agreement or any question of interpretation of any clause of this Agreement shall establish such rules for procedure hereunder as it shall from time to time determine. The Joint Committee is not authorized to arbitrate disputes arising out of negotiations for a new contract of any changes in wage scales, hours of work or working conditions.
- c) Contractors who are accused of violation of this agreement are subject to trials by the Joint Committee, with such Joint Committee having power to levy penalties in the way of monetary fines or recommending cancellation of said employer's agreement with District Council 15. In the event the Joint Committee is required to use court action, to secure compliance with this agreement or to collect fines due, such Employer being sued shall pay, in addition to a court award, court costs and attorney fees incurred by the Joint Committee.
- d) The Committee shall not have any authority in questions pertaining to renewal or negotiations of a new contract.
- e) If a decision cannot be reached by the Joint Committee, either because of a tie vote with the committee, or if the Joint Committee fails to make a decision the grievance or the interpretation of the Contract shall be submitted to arbitration in the following manner:

 - (1) Within five days the Joint Committee shall meet and decide upon an arbitrator. The arbitrator shall be selected from seven (7) names which have been submitted to the Joint Committee by the Board of Appeals in the State of Nevada.
 - (2) The arbitrator that is selected shall be notified and shall hear the case within twenty (20) days and make a decision in writing within twenty (20) days to all three (3) parties concerned.
 - (3) The decision of the arbitrator shall be final and binding.
 - (4) The costs of the arbitrator shall be borne by the Joint Committee totally.
 - (5) If any of the above procedures are not compiled with within the time limits, the Joint Committee shall be free to take whatever economic action they deem necessary in order to resolve this dispute.

Section 7 CHARGES AND TRIALS

**IUPAT District Council 15, Local Union 159 and Painting and Decorating Contractors
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- a) All charges of contract violation shall be filed with the Secretary of the Joint Committee in triplicate. Such charges shall set forth the section of the agreement which was violated. The time and place of such violation shall be set forth in addition to a description of the violation.
- b) Upon receipt of such charges, the Secretary of the Joint Committee shall notify the party being charged, of such charge, with a copy of such original charge enclosed. The Secretary shall advise the accused of a time and place of a Joint Committee hearing. Such hearing shall be not less than five (5) days nor more than ten (10) days after notification. The Secretary shall at the time notify all Joint Committee members of the date of such hearing.
- c) The Joint Committee shall conduct a hearing on the charges, and if the accused is an employee, the Joint Committee shall refer the charges, along with the Joint Committee findings to Local Union #159. Local #159 shall process the charges and reach a conclusion within thirty (30) days after receipt of such charges. Local Union #159 shall within five days after concluding the matter, notify the Joint Committee of the action taken by the Local Union.

All fines collected by the Joint Committee shall go into the general fund of such committee. Any monies recovered by the Joint Committee shall be disbursed to either the appropriate benefit trust fund, the Local Union for dues checkoff, organizing fund, or costs for attorney or accounting fees incurred by the Local Union; or the affected member if monies recovered are for lost wages.

Section 8

PREVAILING WAGE

"The parties that are bound to the provisions of this CBA recognize that maintaining the prevailing wage rate at a high level is in the best interest of the industry."

- a) "The parties that are bound to the provisions of this Collective Bargaining Agreement recognize and understand that it is mandatory in the State of Nevada that the Employer(s) complete and submit prevailing wage surveys on a yearly basis. The survey is to include hours worked in each classification, wages and benefits paid for each classification, whether or not a CBA is in existence, and the signatures of the person who prepares the survey, and either the Employer or the Employer's authorized representative."
- b) "The Employer shall have the choice whether or not to voluntarily submit the survey, or to allow the Joint Committee to act as the Employer's representative for the exclusive purpose of submitting the prevailing wage survey."
- c) "Should the Employer elect to allow the Joint Committee to act as the Employer's representative, the Employer must supply the Joint Committee with

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the necessary information relative to public and private jobs, including the project and hours worked in each classification. The Employer must also grant the Joint Committee limited power of attorney for the exclusive purpose of preparing and submitting the prevailing wage surveys in accordance with the provisions of NAC 338.020 subsection 4."

- d) In any event a copy of all surveys must be turned into both the Southern Nevada PDCA and the Local Union.

Section 9 **Work Preservation and Targeting:** The Painters and Decorators Joint Committee, can modify this Agreement to expand work. The Committee is empowered to modify the terms of this Agreement on a project by project basis in order to secure or maintain work, provided that this occurs during the bid process and such modified terms are made available to all Employers who are signatory to this Agreement.

Section 10 **Labor Management Cooperation Committee:** The parties have agreed to create a new committee whose purpose is to enforce prevailing wage compliance as well as promoting the Unionized industry in order to secure additional job opportunities for signatory Employers as well as Union members. The program shall be funded by contributions to be made as follows: Effective July 1, 2008: for each hour worked ten cents (\$0.10) per hour; Effective July 1, 2009: for each hour worked fifteen cents (\$0.15); Effective July 1, 2010: for each hour worked twenty cents (\$0.20). The Business Manager/Secretary Treasurer of IUPAT District Council 15 shall appoint all Labor Trustees. Seating of Management's Trustees has yet to be determined. The parties agree that they shall meet and develop the program over the 12 month period beginning July 1, 2007. If the parties cannot come to an agreement regarding this program within the 12 month period listed above, the funding for this program shall revert back to employee wages.

ARTICLE 24
Safety

Section 1 All approved safety rules and regulations as set down and adopted by the State Industrial Insurance System, Public Service Commission, State Public Health Service and other agencies of the Federal, County or City governments having jurisdiction over the parties with respect to safety and sanitation matters shall be observed by the employer and his employees.

Section 2 Each employer signatory to this agreement shall designate an employee or an authorized representative to be in charge of Safety and shall be answerable to the State Industrial Insurance System and OSHA. When said person has been appointed, his name shall be reported to the Union office and the Union office shall be notified of any change.

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There shall be at least one safety meeting held per week at either the job site, or by the way of a "tailgate" meeting or at employers primary place of business. Safety meetings shall be mandatory to all Union employees and shall be held on company time.

Section 3 The Local Union shall be notified concerning all reported accidents by being sent a copy of the S.I.I.S. report when it is filed. In the case of a fatality, the Union shall be notified immediately by telephone. The employer further agrees that the Union Representative shall have full access to all areas where such accident occurred.

Section 4 Labor and Management are aware of the problem of alcohol and substance abuse in our industry today, therefore the employer may institute a fair and consistent drug policy.

In case of accident on the job that requires medical treatment, a drug test shall be given, this testing shall not be selective but given to all workers requiring medical aid.

Section 5 All Personnel Protection Equipment shall be furnished without cost or deposit to the employee.

**ARTICLE 25
General Savings Clause**

Section 1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if 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 the Agreement or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2 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 beginning of other 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.

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DURATION CLAUSE

- Section 1** This Agreement shall be in full force and effect from 7/1/2007 to and including 6/30/2011 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to 6/30/2007 or June 30 of any subsequent contract year.
- Section 2** Where no such cancellation or termination notice is served and parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to 6/30/2011 or June 30 of any subsequent contract year, advising terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

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IN WITNESS WHEREOF the parties hereto have set their hands and seals, this _____ day of _____ to be effective as of 7/01/2007 except as to those provisions where it has been otherwise agreed between the parties.

UNION:

EMPLOYER(S):

IUPAT DISTRICT COUNCIL 15
LOCAL UNION NO. 159

COMPANY NAME

DATE

DATE



SIGNATURE

SIGNATURE

John Smirk
PRINTED NAME

PRINTED NAME

Business Manager/Secretary Treasurer
TITLE

TITLE

POLITICAL CONTRIBUTION DEDUCTION

It is agreed by the parties hereto that Attachment "I" is a Memorandum of Understanding to the Master Agreement for the Painting Industry dated July 1, 2004 – June 30, 2007.

Voluntary Payroll Deduction of Political Contributions - Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the 20th day of each month for the previous work month to Combined National Fund, P.O. Box 79128, Baltimore, MD 21279-0128.

Authorization Form for Check-off of Political Contributions - I hereby authorize my employer to deduct from my pay the sum of five cents (\$.05) for each hour worked (or from each regular paycheck _____ dollars weekly), as a contribution to the Political Action Together - Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send the "Combined National Fund", on or before the 20th day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to "Combined National Fund" and mailed monthly together with the applicable remittance report to Combined National Fund, P.O. box 79128, Baltimore, MD 21279-0128. This authorization is signed freely and voluntarily and on the understanding the PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed in 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 Committee, and Local Union #159 in writing of a desire to do so.

Employee Signature _____

Contributions to PAT-PC are not deductible as charitable contributions for Federal income tax purposes.