



SCOPE OF WORK PROVISIONS

FOR

Carpet Layer & Resilient Tile Layer

IN

Imperial and San Diego Counties

200-1399-2

SAN DIEGO AREA
FLOOR COVERERS LABOR AGREEMENT

RECEIVED
Department of Industrial Relations

JAN 30 2017

Office of the Director-Research

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

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

ARTICLE I

UNION/MANAGEMENT RELATIONSHIP

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

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

- A. The Union has requested that the Employer recognizes it as the Section 9 (a) representative of its employees. The Union has submitted or offered to submit to the Employer evidence that the Union has the support of a majority of the Employer's employees, and the Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in

collective bargaining. The Employer hereby recognizes the Union as the exclusive collective bargaining representative under Section 9 (a) of the National Labor Relations Act of all full-time and regular part-time employees performing all work described in this Agreement on all present and future job sites within the jurisdiction of the Union.

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

ARTICLE II SCOPE OF AGREEMENT

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

Section 2. Work Covered by This Agreement. Floor and decorative covering workers' work will include, but not be limited to: (1) measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base and/or underlayment(s) wherever it may be, all materials whether used either as a decorative covering, topping or as an acoustical appliance such as carpets of all types and designs, sheet rubber, sheet linoleum, sheet vinyl, laminate floors and laminate floor systems, cork carpet, rubber tile, linoleum tile, asphalt tile, cork tile, interlocking tile, vinyl tile, vinyl composition tile, composition in sheet or tile form, top set base , and all derivatives of above; artificial turf and its derivatives

all resilient seamless materials

such as epoxy, polyurethane, plastics, ; and their derivatives whether poured on, sprayed on or troweled on components and systems; installation of solid wood and solid glue down wood; (2) the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base and/or underlayment(s) where the above materials are to be installed or applied, such as drilling, plugging and slating for installing or fastening of carpet, the installing of all nosings, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid, which includes but is not limited to, sanding, substrate preparation and the application of all self-leveling, trowelable and board underlayments; (3) the removal of the aforementioned installed material from its base and/or underlayments as required; (4) the cleaning of rugs or carpets and all drapery, make-up and the installation of drapes and window treatments; (5) the application of moisture barrier and/or membrane in connection with the installation and flooring covered in this Agreement.

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

- A. Subcontracting Provision. The Employers agree that they will not subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation signatory to an existing current labor agreement with the Union. This Agreement will not limit the Employer's ability to originate contracts for goods or services. Furthermore, it is expressly understood and the Employers agree that beyond the general contractor and/or any of the entities whomever that are signatories to an existing, current labor agreement with this Union, there will be no subcontracting.
- B. Employer Liable if Subcontractor Does Not Perform Work in Accordance With This Agreement. If the Employer subcontracts work covered by this Agreement and the subcontractor fails to pay wages and fringe benefits in accordance with this Agreement, the Employer subcontracting the work out shall be liable for the payment of such wages and fringe benefits. Only after the Union provides written notice the subcontractor has failed to pay wages and fringe benefits and the Employer continues to use the subcontractor. The Union and the Benefit Funds will give the Employer a reasonable period of time to seek to get the delinquent subcontractor to comply with its agreement before taking any action against the Employer.

ARTICLE VIII

JURISDICTION

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