

DEPARTMENT OF INDUSTRIAL RELATIONS  
 Division of Labor Statistics and Research  
 455 Golden Gate Avenue, 9<sup>th</sup> Floor  
 San Francisco, CA 94102

MAILING ADDRESS:  
 P. O. Box 420603  
 San Francisco, CA 94142-0603



September 13, 2007

**IMPORTANT NOTICE TO  
 AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO  
 THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**CRAFT:** Carpet, Linoleum, Soft Floor Layer and Carpet, Linoleum, Resilient Tile Layer

**CLASSIFICATIONS:** Floor Covering Handler After 3 Years, Floor Covering Handler Less Than 3 Years, Floor Covering Handler Trainee First 3 Months, Floor Covering Handler Trainee Second 3 Months

**EXPIRATION DATE OF DETERMINATION:** December 31, 2007\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

**LOCALITIES:** All Localities within Mariposa and Merced Counties

The appropriate rates to be paid for Mariposa and Merced Counties for the craft of Carpet, Linoleum, Resilient Tile Layer, which are now based on the Fresno region, are as follows and apply to projects advertised for bids on or after September 13, 2007:

**These rates supersede the Carpet, Linoleum, Soft Floor Layer, Carpet, Linoleum, Resilient Tile Layer, Floor Covering Handler After 3 Years, Floor Covering Handler Less Than 3 Years, Floor Covering Handler Trainee First 3 Months, and Floor Covering Handler Trainee Second 3 Months rates issued in the General Prevailing Wage Determinations, MAP-2007-2 and MER-2007-2.**

<b>Craft</b>	Basic Hourly Rate <sup>a</sup>	<u>Employer Payments</u>					<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>		Sunday/ Holiday (2 X)
		Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily <sup>b</sup> (1½ X)	Saturday <sup>b</sup> (1½ X)	
#Carpet, Linoleum, Resilient Tile Layer	\$24.53	\$6.88	\$3.00	-	\$0.36	\$0.10	8.0	\$34.87	\$47.14	\$47.14	\$59.40

# Indicates an apprenticeable craft. Please refer to the carpet, linoleum, resilient tile layer apprentice correction notice dated September 13, 2007.

<sup>a</sup> Includes an amount withheld for dues check off.

<sup>b</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday; all other time is paid at the Sunday and Holiday overtime hourly rate.

\*\* Effective January 1, 2008, there will be an increase of \$1.25 to be allocated to wages and/or fringes.

Effective July 1, 2008, there will be an increase of \$1.25 to be allocated to wages and/or fringes.

Effective January 1, 2009, there will be an increase of \$1.25 to be allocated to wages and/or fringes.

Effective July 1, 2009, there will be an increase of \$1.50 to be allocated to wages and/or fringes.

Effective January 1, 2010, there will be an increase of \$1.50 to be allocated to wages and/or fringes.

DEPARTMENT OF INDUSTRIAL RELATIONS  
 Division of Labor Statistics and Research  
 455 Golden Gate Avenue, 9<sup>th</sup> Floor  
 San Francisco, CA 94102

MAILING ADDRESS:  
 P. O. Box 420603  
 San Francisco, CA 94142-0603



September 13, 2007

**IMPORTANT NOTICE TO AWARDING BODIES  
 AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO  
 THE GENERAL PREVAILING WAGE APPRENTICE SCHEDULES**

**LOCALITY:** All localities within Mariposa and Merced Counties.

**JOURNEYMAN DETERMINATION REFERENCE:** Please refer to the carpet, linoleum, resilient tile layer correction notice dated September 13, 2007.

**These rates supersede the Carpet, Linoleum, Resilient Tile Layer apprentice rates issued in the following General Prevailing Wage Apprentice Schedules:** MAP-2007-2 and MER-2007-2.

**PERIODIC WAGE PERCENTAGE PROGRESSIONS**

**EMPLOYER PAYMENTS**

Classification	1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	7 <sup>th</sup> Period	8 <sup>th</sup> Period	Health and Welfare	Pension	Vacation and Holiday	Training	Other
Carpet, Linoleum, Resilient Tile Layer	A 50%	A 55%	A 60%	A 65%	A 70%	A 75%	A 80%	A 90%	Full	Full		Full	Full

- A) The duration per period is six months. To obtain the correct apprentice wage, please contact the Division of Apprenticeship Standards. Applying these percentages to the journeyman’s wage rate found in the notice dated September 13, 2007 correction may not result in the correct apprentice wage being paid.

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603  
CA 94142-0603



*San Francisco*

## HOLIDAY PROVISION

**FOR**

CARPET, LINOLEUM, RESILIENT TILE LAYER

**IN**

Fresno, Kings, Madera, Mariposa, Merced & Tulare Counties

# **DISTRICT COUNCIL No. 16**

*International Union of Painters and Allied Trades*

Painters & Tapers ~ Auto Marine & Specialty Painters ~ Sign, Pictorial & Display Painters  
Glaziers, Architectural Metal & Glass Workers ~ Paint Varnish & Lacquer Makers  
Carpet, Linoleum, Resilient Floor Covering & Soft Tile Layers

**GENE MASSEY**

Business Manager/Secretary-Treasurer

2705 Constitution Drive - Livermore, California 94551  
Telephone (925) 245-1080 - Fax (925) 245-1084

200-294-2



July 24, 2007

CERTIFIED MAIL: 7006 0810 0001 3789 5083

Ms. Maria Robbins, Acting Director  
Department of Industrial Relations  
Division of Labor Statistics and Research  
P. O. Box 420603  
San Francisco, CA 94142

**R E C E I V E D**  
Department of Industrial Relations

JUL 25 2007

Div. of Labor Statistics & Research  
Chief's Office

Dear Ms. Robbins:

I have enclosed the newly negotiated AREA ADDENDUM to the NORTHERN CALIFORNIA FLOOR COVERING MASTER AGREEMENT between IUPAT LOCAL UNION 294 (Mixed) and Fresno Area LINOLEUM and CARPET CONTRACTORS, the Associated FLOORCOVERING - WAGE SCHEDULE and the corresponding FLOORCOVERING - WAGE PAYMENT STATEMENT, contract period July 1, 2007 through June 30, 2010.

The counties covered by this statement are Fresno, King, Madera, Mariposa, Merced and Tulare.

I trust this information is sufficient for you to accept the wage rates listed as the prevailing wage rates in this area and that such rates will be published forthwith.

If you need additional information, or have any questions, please contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Davis", written in a cursive style.

Tim Davis  
Director of Service  
District Council 16

**Fresno Area Addendum  
To The  
Northern California Floor Covering Master Agreement**

This Area Addendum to the Northern California Floor Covering Master Agreement shall only apply to Floor Covering Contractors signatory to this Area Addendum performing covered work within Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties. Floor Covering Contractors signatory to this Area Addendum working within the counties as defined above, shall have the following Articles of the Northern California Floor Covering Master Agreement amended as detailed below.

The Preamble shall be amended to read as follows:

**PREAMBLE**

This Agreement, made and entered into by and between the Individual Employer (hereinafter referred to as "Employer", "Employers" or "Individual Employer") and District Council No. 16, International Union of Painters and Allied Trades, Carpet, Linoleum and Soft Tile Workers, Local Union 12 and Carpet, Linoleum and Soft Tile Workers, Local Union 294 (hereinafter referred to as the "union").

**WITNESSETH:**

Whereas, The Unions and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future:

Now, therefore, the parties hereto agree as follows:

8. During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contribution rates required to a particular benefit fund or funds and a corresponding reduction or increase in the minimum hourly wage rates set forth in Schedule A. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request as of the effective date requested by the Union. As of such date the hourly minimum wage rates set forth in schedule A of this Agreement shall be reduced or increased in an amount equal to the increase or decrease required of the Employer to the particular benefit fund or funds. In any event the employers Total Package Wage Rate shall not be more than those amounts set forth in this Agreement.

**ARTICLE 11  
HOLIDAYS AND DESIGNATED DAYS OFF**

1. Holidays are defined as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after and Christmas day. If a holiday falls on a Sunday, it shall be observed the following Monday. If a holiday falls on a Saturday, same shall be observed on the preceding Friday. No work under any circumstances shall be permitted on Labor Day.
2. **DESIGNATED DAYS OFF** - In addition to the foregoing recognized holidays, there shall be six (6) Designated Days Off per year as designated below:

July 1, 2005, September 2, 2005, February 17, 2006, April 14, 2006, May 26, 2006, June 16, 2006, July 3, 2006, September 1, 2006, February 16, 2007, April 6, 2007, May 25, 2007, June 15, 2007, July 5, 2007, August 31, 2007, December 24, 2007, February 15, 2008, March 21, 2008, May 23, 2008.

**ARTICLE 12  
VACATIONS**

1. The parties agree that, contributions to the Holiday and Vacation Fund shall be transmitted to the current administrator who thereupon will deposit the money in the bank. These contributions shall be made to a bank in the name of each individual worker and the bank shall set individual accounts for each employee. Interest on the accounts shall be paid to the employee.
2. Vacations shall be taken at a time mutually agreed upon by the Employer and employee.
3. The contribution rate shall be set forth in Schedule A and shall be paid on all hours worked.

**ARTICLE 13  
STEWARDS**

1. **Appointment**  
The District Council shall be empowered to appoint and remove all shop and/or job stewards as required in any shop or job of an employer signatory to this agreement. Stewards shall be competent Journeypersons currently employed by the employer at the time of appointment.

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603  
CA 94142-0603



San Francisco

## SCOPE OF WORK PROVISION

**FOR**

**CARPET, LINOLEUM, RESILIENT TILE LAYER**

**IN**

**Fresno, Kings, Madera, Mariposa, Merced & Tulare Counties**

# **DISTRICT COUNCIL No. 16**

*International Union of Painters and Allied Trades*

Painters & Tapers ~ Auto Marine & Specialty Painters ~ Sign, Pictorial & Display Painters  
Glaziers, Architectural Metal & Glass Workers ~ Paint Varnish & Lacquer Makers  
Carpet, Linoleum, Resilient Floor Covering & Soft Tile Layers

**GENE MASSEY**

Business Manager/Secretary-Treasurer

2705 Constitution Drive - Livermore, California 94551  
Telephone (925) 245-1080 - Fax (925) 245-1084

200-294-2



July 24, 2007

CERTIFIED MAIL: 7006 0810 0001 3789 5083

Ms. Maria Robbins, Acting Director  
Department of Industrial Relations  
Division of Labor Statistics and Research  
P. O. Box 420603  
San Francisco, CA 94142

**R E C E I V E D**  
Department of Industrial Relations

JUL 25 2007

Div. of Labor Statistics & Research  
Chief's Office

Dear Ms. Robbins:

I have enclosed the newly negotiated AREA ADDENDUM to the NORTHERN CALIFORNIA FLOOR COVERING MASTER AGREEMENT between IUPAT LOCAL UNION 294 (Mixed) and Fresno Area LINOLEUM and CARPET CONTRACTORS, the Associated FLOORCOVERING - WAGE SCHEDULE and the corresponding FLOORCOVERING - WAGE PAYMENT STATEMENT, contract period July 1, 2007 through June 30, 2010.

The counties covered by this statement are Fresno, King, Madera, Mariposa, Merced and Tulare.

I trust this information is sufficient for you to accept the wage rates listed as the prevailing wage rates in this area and that such rates will be published forthwith.

If you need additional information, or have any questions, please contact my office.

Sincerely,

Tim Davis  
Director of Service  
District Council 16

**Fresno Area Addendum  
To The  
Northern California Floor Covering Master Agreement**

This Area Addendum to the Northern California Floor Covering Master Agreement shall only apply to Floor Covering Contractors signatory to this Area Addendum performing covered work within Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties. Floor Covering Contractors signatory to this Area Addendum working within the counties as defined above, shall have the following Articles of the Northern California Floor Covering Master Agreement amended as detailed below.

The Preamble shall be amended to read as follows:

**PREAMBLE**

This Agreement, made and entered into by and between the Individual Employer (hereinafter referred to as "Employer", "Employers" or "Individual Employer") and District Council No. 16, International Union of Painters and Allied Trades, Carpet, Linoleum and Soft Tile Workers, Local Union 12 and Carpet, Linoleum and Soft Tile Workers, Local Union 294 (hereinafter referred to as the "union").

**WITNESSETH:**

Whereas, The Unions and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future:

Now, therefore, the parties hereto agree as follows:

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into as of the first day of July 1, 2005 by and between CENTRAL COAST COUNTIES FLOOR COVERING ASSOCIATION and the NORTHERN CALIFORNIA FLOOR COVERING ASSOCIATION on behalf of their regular members who have authorized their inclusion in the coverage of this contract and on behalf of any employers who in the future may authorize their inclusion in the coverage of this contract, INDEPENDENT Floor Covering Employers signatory hereto, each of whom is hereinafter referred to as the "EMPLOYER", and DISTRICT COUNCIL 16, CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL UNION 12 and CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL UNION 1237 of the International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as the "Union".

### WITNESSETH:

WHEREAS, the Union and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future,

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE 1 JURISDICTION

1. By way of illustration and not limitation, the jurisdiction applies to all work including and related to the installation of resilient floor, wall, and ceiling materials commonly referred to as carpet, linoleum, vinyl, rubber, cork, asphalt, vinyl composite mastipave, synthetic grass, prefinished hardwood, laminates, engineered wood, all applications of pre-finished and laminate floors, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile, or liquid form.

Installation on floors, walls, ceilings, stairs, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, sport fields, area ways, all other like or similar applications, whether permanent or temporary.

Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floor covering industry.

Preparatory removal of floor covering, wall covering, adhesive and underlayments. The sanding, patching, sealing, and priming of the installation surface.

Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds, or any material used as a base for the finished surface.

Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging, and all other accessories, and related sundries.

Repair, finishing, coating, sculpturing, insets, and such other processes relating to the industry.

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603  
CA 94142-0603



San Francisco

TRAVEL AND SUBSISTENCE PROVISION

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER

IN

Fresno, Kings, Madera, Mariposa, Merced & Tulare Counties

# **DISTRICT COUNCIL No. 16**

*International Union of Painters and Allied Trades*

Painters & Tapers ~ Auto Marine & Specialty Painters ~ Sign, Pictorial & Display Painters  
Glaziers, Architectural Metal & Glass Workers ~ Paint Varnish & Lacquer Makers  
Carpet, Linoleum, Resilient Floor Covering & Soft Tile Layers

**GENE MASSEY**

Business Manager/Secretary-Treasurer

2705 Constitution Drive - Livermore, California 94551  
Telephone (925) 245-1080 - Fax (925) 245-1084

200-294-2



July 24, 2007

CERTIFIED MAIL: 7006 0810 0001 3789 5083

Ms. Maria Robbins, Acting Director  
Department of Industrial Relations  
Division of Labor Statistics and Research  
P. O. Box 420603  
San Francisco, CA 94142

**R E C E I V E D**  
Department of Industrial Relations

JUL 25 2007

Div. of Labor Statistics & Research  
Chief's Office

Dear Ms. Robbins:

I have enclosed the newly negotiated AREA ADDENDUM to the NORTHERN CALIFORNIA FLOOR COVERING MASTER AGREEMENT between IUPAT LOCAL UNION 294 (Mixed) and Fresno Area LINOLEUM and CARPET CONTRACTORS, the Associated FLOORCOVERING - WAGE SCHEDULE and the corresponding FLOORCOVERING - WAGE PAYMENT STATEMENT, contract period July 1, 2007 through June 30, 2010.

The counties covered by this statement are Fresno, King, Madera, Mariposa, Merced and Tulare.

I trust this information is sufficient for you to accept the wage rates listed as the prevailing wage rates in this area and that such rates will be published forthwith.

If you need additional information, or have any questions, please contact my office.

Sincerely,



Tim Davis  
Director of Service  
District Council 16

**Fresno Area Addendum  
To The  
Northern California Floor Covering Master Agreement**

This Area Addendum to the Northern California Floor Covering Master Agreement shall only apply to Floor Covering Contractors signatory to this Area Addendum performing covered work within Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties. Floor Covering Contractors signatory to this Area Addendum working within the counties as defined above, shall have the following Articles of the Northern California Floor Covering Master Agreement amended as detailed below.

The Preamble shall be amended to read as follows:

**PREAMBLE**

This Agreement, made and entered into by and between the Individual Employer (hereinafter referred to as "Employer", "Employers" or "Individual Employer") and District Council No. 16, International Union of Painters and Allied Trades, Carpet, Linoleum and Soft Tile Workers, Local Union 12 and Carpet, Linoleum and Soft Tile Workers, Local Union 294 (hereinafter referred to as the "union").

**WITNESSETH:**

Whereas, The Unions and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future:

Now, therefore, the parties hereto agree as follows:

Article 21, Section 1 shall be amended to read as follows:

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

Article 26, Section 7 Shall be added:

By mutual agreement between the Union, Members and Employer the job foreman may transport sundries from jobsite to shop upon completion of the job.

Article 27 shall be amended to read as follows:

**ARTICLE 27**  
**TRAVEL TIME, TRAVEL EXPENSES & SUBSISTENCE**

**1. Travel Time**

Employees required to jobsite report more than forty five (45) miles from the point of dispatch (employee's home or individual employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond forty five (45) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty five (45) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty five (45) miles. (Mileage and drive time is to be based on Microsoft MapPoint 2004 or latest available version.) Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.

**2. SUBSISTENCE**

(a) When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus Subsistence in the amount of forty-five dollars (\$45.00) per day, in advance, on a separate check.

(b) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.

(c) Employces shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

**3. Travel Time Spread Sheet**

The following Travel Time Calculation Sheet shall be used in conjunction with Microsoft MapPoint in order to determine Travel Reimbursement and Fringe Benefits contributions. Microsoft MapPoint setting for Driving Speeds shall be; Interstate Highways - 65 mph, Limited Access Highways - 60 mph, Other Highways - 50 mph, Arterial Roads - 35 mph, Streets - 20 mph.

Article 36, The following language shall be added:

This Addendum shall be in full force and effective from July 1, 2007 through June 30, 2010 and shall continue thereafter from year to year unless either party serves written notice upon the other at least sixty (60) days prior to July 1 of any subsequent year of its desire to amend, modify or terminate this Agreement.

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

**SIGNATORIES**

This Agreement is made and entered in to this first day July 2007, by and between the Individual Employer signed below and District Council No. 16. By signing this document the undersigned Employer understands and agrees to all of its provisions.

District Council 16

6-27-07  
Date  
[Signature]  
Business Representative  
District Council No. 16

FLOORTEC INC.  
Employer  
6/25/2007  
Date  
[Signature]  
Signature  
PRESIDENT  
Title

**RECEIVED**  
Department of Industrial Relations

AUG 02 2007

Div. of Labor Statistics & Research  
Chief's Office