

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT OF #CARPET LAYER AND RESILIENT TILE LAYER

Issue Date: April 17, 2017

Expiration date of Determination: December 31, 2017** 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 Office of the Director- Research Unit for specific rates at (415) 703-4774.

Locality: All localities within Imperial and San Diego Counties

This determination applies to projects advertised for bids on or after April 27, 2017. These rates supersede the Carpet Layer and Resilient Tile Layer wage rates issued in the following General Prevailing Wage Determination: IMP-2017-1 and SDI-2017-1

CLASSIFICATION (Journey person)	Employer Payments						Straight-time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily ^a 1 ½X	Saturday/ Sunday ^b 1 ½X	Holiday 2X
Carpet Layer and Resilient Tile Layer	\$28.77	5.00	7.16	0.70	0.45	0.37	8	\$42.45	\$56.83	\$56.83	\$71.22
Helper (0-6 Months)	\$10.50	-	-	0.50	-	-	8	\$11.00	\$16.25	\$16.25	\$21.50
Helper (After 6 Months)	\$10.50	5.00	0.15	0.50	0.10	-	8	\$16.25	\$21.50	\$21.50	\$26.75

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>

^a Rate applies to first 4 daily overtime hours; all other time is paid at the Sunday and Holiday rate.

^b Rate applies to first 8 hours worked on Saturday. Anytime thereafter is paid at the Sunday/Holiday rate.

** Predetermined Increases

Carpet Layer and Resilient Tile Layer –

Effective January 1, 2018: \$1.25 increase to Basic Hourly Rate, \$0.90 decrease to Health & Welfare, \$0.78 increase to Pension, \$0.05 increase to Training and \$0.07 increase to Other

Effective January 1, 2019: \$0.78 increase to Pension

Helper (0-6 Months) - No Predetermined Increases

Helper (After 6 Months) - Effective January 1, 2018: \$0.90 decrease to Health & Welfare

There are no further increases applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



HOLIDAY PROVISIONS

FOR

Carpet Layer & Resilient Tile Layer (All Shifts)

Helper (0-6 Months)

Helper (After 6 Months)

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 XIV

VACATIONS AND HOLIDAYS

(a) HOLIDAYS: Effective January 1, 2017 all Employees covered by this Agreement will receive eight (8) recognized holidays. Such holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (coordinate with Building Trades), Thanksgiving Day, Day before Christmas, Christmas.



SCOPE OF WORK PROVISIONS

FOR

Carpet Layer & Resilient Tile Layer (All Shifts)

IN

Imperial and San Diego Counties

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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.



SCOPE OF WORK PROVISIONS

FOR

Carpet Layer & Resilient Tile Layer:
Helper (0-6 Months) &
Helper (After 6 Months)

IN

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JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

Pick-up and delivery of material, shop tools, demolition of and removal of existing floor covering, moving of furniture, fixtures or equipment, cleaning or waxing of floors before and after installation.



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

Carpet Layer & Resilient Tile Layer (All Shifts)

Helper (0-6 Months)

Helper (After 6 Months)

IN

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ARTICLE XI
TRAVEL AND SUBSISTENCE

Section 1. Mileage and Hauling.

- A. Travel Reimbursement from Employer's Shop. When a worker is instructed to report to the shop first, the worker shall receive Travel Reimbursement for time spent traveling from the shop to job, job to job and job to shop at a rate equivalent to the worker's basic straight-time hourly wage rate for each hour, or part thereof, so spent. Workers driving their own vehicles shall also receive additional Travel Reimbursement, calculated at the Internal Revenue approved rate per mile driving from shop to the job, from the job to job and from the job to shop. Travel Reimbursement is not pay for hours worked for any purposes whatsoever, including but not limited to pay for hours worked under Appendix A of this Agreement.

Section 2. Travel Reimbursement. When a worker is instructed to report directly to the job from home, Travel Reimbursement shall be paid according to the following schedule, if the job is beyond the thirty mile radius from the Employer's shop:

0-30 Miles	\$0.00 per day
31-40 Miles	15.00 per day
41-60 Miles	35.00 per day
61- 120 Miles	60.00 per day

On jobs over 120 mile radius, Travel Reimbursement shall be paid at the Internal Revenue Service (IRS) approved rate per mile with no free zone.

When an employee is required to travel from shop to job, job to job, or job to shop, this time shall be compensated as hours worked. In addition, if an employee is driving his own vehicle, he shall be compensated for all miles driven from job to job or job to shop at the prevailing IRS approved rate per mile.

Section 3. Limitation on Travel Reimbursement. Workers shall not be required to travel more than twelve (12) hours in a twenty-four (24) hour period.

Section 4. Transportation of Passengers. Employers shall not require a worker to transport passengers in a vehicle owned by a worker.

Section 5. Jobs outside the County of the Employer's Shop. This section shall apply to new direct hires from the out-of-work list when the Union is notified before dispatching. When an Employer performs work under this Agreement at a job site located in a county other than the county in which an Employer's business establishment is located, such Employer may elect as to those workers working on such job who reside in a county other than the county in which the Employer's business is located, to use the local Building Trades Council office in the job site county as the center point from which to compute Travel Reimbursement, instead of computing Travel Reimbursement for such workers from the Employer's business establishment.

Section 6. When Employer's Business is Outside the Geographical Scope of this Agreement. If an Employer's established place of business is outside the geographical scope of this Agreement and the Employer does work within the geographical scope of this Agreement, Local Union No. 1399's Union Hall will be the Employer's center point for calculating Travel Reimbursement. When the job site is not in San Diego/Imperial County, the Building and Construction Trades Council Office in the job site county shall be the Employer's center point for all Travel Reimbursement.

Section 7.

A. Mileage and travel time for out-of-town employers working in the territorial jurisdiction of Local Union 1399 shall be computed from the Union Hall to the first job, then from job to job. Thereafter, reimbursement will be per Article XI, Section 1A.

B. Compensation for a Traveling Day.

i) Travel time outside the free zone will be paid at actual time traveling, going and coming, and will be computed at regular time for the first eight (8) hours and at time and one half (1½) for any hours thereafter. Mileage over and above the forty-mile free zone will be paid per Article XI, Section 1A.

ii) Hours worked before and/or after traveling, on a day requiring travel outside the free zone, will be paid for at the straight time rate for the first eight (8) hours and at time and one half (1½) up to twelve (12) hours and at double time thereafter.

iii) On a day involving both travel time and work time, there shall be no more than twelve (12) total straight time hours. Hours that would be straight time hours under (i) and (ii) above, individually which exceed twelve (12) when added together, shall be paid for at the rate of one and one half (1½) times the Employee's straight time rate.

C. Subsistence When Working Out Of Town Overnight.

One trip each way, each week, must be paid if subsistence is not paid for seven (7) days each week. If subsistence is paid for seven (7) days each week, then only one trip at the start of the job and one trip at the completion of the job must be paid.

D. Employer will pay accommodations plus \$25 per day for meals.

E. Fifteen dollars (\$15) per day is to be paid for use of employee's truck to haul material. "Haul" is defined as:

1. Authorization must be done prior to hauling, and a signature on the time card must be achieved within 24 hours.
2. A hauling fee will be paid if an installer needs to pick up materials or supplies at a vendor or jobsite.

3. Supply incidentals such as glue, patch, or seam tape are not considered haulable materials. Exceptions are three or more buckets of glue or a combination of three of the above items.
4. Materials such as VCT, sheet vinyl, or base are considered haulable items.

The Employer shall not be permitted to evade its obligations hereunder by setting up an additional "home" or "branch" office or plant in an area outside its principal place of business.