



SCOPE OF WORK PROVISIONS

FOR

**CARPET, LINOLEUM, RESILIENT TILE LAYER (ALL SHIFTS)
MATERIAL HANDLER (ALL SHIFTS)**

IN

**INYO, LOS ANGELES, KERN, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

200-1247-1

**MASTER LABOR AGREEMENT
AS AMENDED**

Between

**FLOOR COVERING ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.**

And

**PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO
RESILIENT FLOOR AND DECORATIVE COVERING
LOCAL UNION NO. 1247**

2019 - 2022

RECEIVED
Department of Industrial Relations

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Office of the Director-Research

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 ("Carpet" means a manufactured article that is used in commercial or residential buildings affixed or placed on the floor or building walking surface as a decorative or functional building interior feature and that is primarily constructed

of a top visible surface of synthetic or natural fibers or yarn or tufts attached to a backing system derived from synthetic or natural materials. "Carpet" includes, but is not limited to, a commercial or a residential broadloom carpet or modular carpet tiles.), sheet rubber, sheet linoleum, sheet vinyl, laminate/ flooring systems, rubber tile, linoleum tile, asphalt tile, cork flooring, interlocking tile, vinyl tile, vinyl composition tile, composition in sheet or tile form, top set base of any kind including profile rubber base, and all derivatives of above; artificial turf and its derivatives which includes the operation, maintenance and repair of the following equipment when used in the installation artificial turf, underlayment's and all its derivatives (Forklifts, Air Compressors and any attachments, Skid Steer, Skip Loader, Utility Cart/Top Dresser and Lay-Mor Ride on Sweeper) thereof, all resilient seamless materials such as epoxy, polyurethane, plastics, resinous and liquid flooring 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 installation of all nosing's, 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, trowel able and board underlayment's; (3) the removal of the aforementioned installed material from its base and/or underlayment's 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.

As a deterrent to violations, the company will pay to the Southern California Floor Covering Apprenticeship & Training Trust Fund, the Southern California Floor Covering CAT Fund, or the Compliance Trust, the subcontracted amount between the Union signatory and any company that engages in the manufacturing, sales or installation of flooring materials for this said project. The Union will determine which fund receives payment.

Section 5. Material Handler. A Material Handler may be utilized in ratio of one (1) Material Handler with any five (5) Journeymen on any given project. Duties shall be limited to 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. Material Handlers may not perform bargaining unit work as defined in Article II, Section 2 of this Agreement.