

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

2022 - 2026

TABLE OF CONTENTS

	Page No.
AGREEMENT.....	1
ARTICLE I - RECOGNITION.....	1
Section 1. Union Exclusive Bargaining Agent and Voluntary Recognition Agreement.....	1
Section 2. Coverage of Agreement and Association Exclusive Bargaining Agent for Association Employers.....	1
Section 3. Construction Industry Work.....	1
ARTICLE II - SCOPE OF AGREEMENT.....	1
Section 1. Geographical Area.....	1
Section 2. Work Covered by This Agreement.....	1
Section 3. Subcontracting Work Covered by This Agreement.....	2
(a) Subcontracting Provision.....	2
(b) Employer Liable If Subcontractor Does Not Perform Work in Accordance With This Agreement.....	3
(c) Other Craft Work.....	3
Section 4. Delinquent Employers/Job Registration/Stewards.....	3
Section 5. Work Performed Outside the Geographical Scope of This Agreement.....	3
Section 6. Successors and Assigns.....	4
Section 7. Preservation of Work.....	4
(a) Preservation.....	4
(b) Violation.....	4
(c) Remedies.....	4
ARTICLE III - MORE FAVORABLE AGREEMENTS.....	5
ARTICLE IV - EMPLOYMENT.....	5
Section 1. Union Security.....	5
Section 2. Hiring Workers.....	5
Section 3. Non-Discrimination.....	5
Section 4. Procedures for Hiring Workers.....	5
(a) Qualified and Competent Workers.....	5
(b) Employment.....	6
Section 5. Top Workplace Performance.....	7
Section 6. Workers Must Have Tools of the Trade.....	7
Section 7. Employer Furnished Equipment.....	8
Section 8. Shop Steward.....	8
Section 9. Rights and Privileges.....	8
Section 10. Work Assignments.....	8
Section 11. Suspension of Stewards.....	8
Section 12. Procedures for the Removal of Stewards.....	9

TABLE OF CONTENTS

	Page No.
ARTICLE V - QUALIFICATIONS OF PARTIES.....	9
Section 1. Association Employers.....	9
Section 2. Employers Who Cease to be Association Members.....	9
Section 3. Non-Association Employers Must Sign a Counterpart of This Agreement.....	9
Section 4. Employer Requirements.....	9
Section 5. Notifying JLMC of Address and Telephone.....	10
Section 6. Licenses.....	10
Section 7. Changes of Status.....	10
Section 8. Workers May Not Do Subcontract Work.....	10
Section 9. New Association(s).....	10
Section 10. Ratio of Journeymen.....	10
ARTICLE VI - CONTRACT ADMINISTRATION BOND.....	10
Section 1. Posting Bond.....	10
Section 2. Terms of Bonds.....	11
(a) Indemnity Bond.....	11
(b) Cash Bond.....	11
1. Cash Bond Deposits.....	11
2. Refunds.....	11
3. Deposits.....	12
Section 3. Claims.....	12
Section 4. Administration of Bond.....	12
Section 5. Termination.....	12
Section 6. Defaults.....	12
Section 7. Time Limits for Bonds.....	12
ARTICLE VII - WORKING HOURS AND CONDITIONS.....	12
Section 1. Regular Work Days and Lunch Periods.....	12
Section 2. Investigation Time.....	12
Section 3. Time and One-Half Overtime.....	12
Section 4. Double Time Overtime.....	13
Section 5. When Holidays Are Observed.....	13
Section 6. Non-Contract Wages.....	13
Section 7. Weekly Time Records and Workers' Withholding Exemption Certificates.....	13
(a) Time Records.....	13
(b) Withholding Exemption Certificate.....	13
(c) Employment Compliance.....	13
Section 8. Paychecks.....	13
Section 9. Audits, Complaints and JLMC Action.....	14
Section 10. Shift Work.....	14
(a) Shift Work Schedules.....	14
(b) Union Notice.....	14

TABLE OF CONTENTS

	Page No.
(c) Work Refusal.....	14
(d) Overtime on Shift Work.....	14
(e) Shift Work Premium.....	14
(f) Extraordinary Conditions.....	15
Section 11. Variable Work Week.....	15
(a) Variable Work Hours and Days.....	15
(b) Shift Work Premium.....	15
(c) Work Week Requirement.....	15
(d) Sunday Rates.....	15
(e) Union Notice.....	15
ARTICLE VIII - WAGES.....	15
Section 1. Wage Rates/Appendix A.....	15
Section 2. Journeyman.....	15
Section 3. Foreman.....	15
Section 4. Apprentice.....	16
Section 5. Material Handler.....	16
Section 6. When Payments Must Be Made to Workers.....	16
(a) Discharge Pay.....	16
(b) Quit Pay.....	16
(c) Waiting Time.....	16
(d) Waiting Time and Wage Claims.....	17
Section 7. Other Expenses Reimbursed Weekly.....	17
Section 8. Amount of Expenses and Subsistence.....	17
Section 9. Pay When Work Is Not Performed.....	17
Section 10. Pay for Newly Hired Workers.....	18
(a) When Work Starts.....	18
(b) No Pay for Worker Who Is Not Requested to Work.....	18
Section 11. Student Employment.....	18
Section 12. Special Dispensation Workers.....	18
ARTICLE IX - TRAVEL EXPENSE.....	18
Section 1. Travel Expense from Employer's Shop.....	18
Section 2. Travel Expense.....	18
Section 3. Limitation on Travel Expense.....	19
Section 4. Transportation of Passengers.....	19
Section 5. Jobs Outside the County of the Employer's Shop.....	19
Section 6. When Employer's Business is Outside the Geographical Scope of This Agreement.....	19
Section 7. Apprentice Travel Expense.....	19
ARTICLE X - WORKER VEHICLES.....	19
Section 1. Furnishing Vehicles.....	19
ARTICLE XI - APPRENTICESHIP AND TRAINING.....	19
Section 1. Apprenticeship and Training Standards.....	19
Section 2. Committee Authority.....	19
Section 3. Members.....	19

TABLE OF CONTENTS

	Page No.
Section 4. Hourly Wage Rates.....	20
Section 5. Apprentices Under Journeyman Supervision.....	20
Section 6. Apprentice to Journeymen Ratios.....	20
Section 7. Journeyman Upgrade Training Program.....	20
 ARTICLE XII - TRUST FUNDS AND ADMINISTRATION.....	 20
Session 1. Apprenticeship & Training Trust Fund.....	20
Session 2. Finishing Trades Institute (FTI).....	20
Session 3. Health and Welfare Trust Fund.....	20
Session 4. Vacation and Holiday Pay Trust Fund.....	20
Session 5. Pension Trust Fund.....	20
Session 6. Contract Administration Trust for Union-Management Relations.....	20
Section 7. Painters and Allied Trades Compliance Administrative Trust (PATCAT).....	21
Section 8. Labor Management Partnership.....	21
Section 9. Southern California Floor Covering Labor Management Cooperation Committee (LMCC).....	21
Section 10. Incorporation.....	21
Section 11. Acknowledgment.....	21
Section 12. Binding Effect.....	21
Section 13. Administration.....	21
Section 14. Contributions.....	22
Section 15. Trust Fund Reporting Requirements for Employers Outside the Geographical Area of this Agreement.....	 22
 ARTICLE XIII - JLMC AND ARBITRATION.....	 22
Section 1. JLMC Authority.....	22
Section 2. JLMC Chair and Secretary.....	22
Section 3. JLMC Powers.....	22
Section 4. Quorum and Votes.....	22
Section 5. Payment of Money to JLMC.....	23
Section 6. JLMC Rights.....	23
Section 7. JLMC Costs.....	23
Section 8. Claims.....	23
(a) Initial Discussion.....	23
(b) Appeal to JLMC.....	23
(c) Arbitration.....	23
(d) Arbitrator's Decision Is Final.....	23
 ARTICLE XIV - NO STRIKE - NO LOCKOUT.....	 23
Section 1. No Strike - No Lockout.....	23
Section 2. Picket Lines.....	23

TABLE OF CONTENTS

	Page No.
Section 3. Exceptions to No Strike - No Lockout.....	24
(a) Payment of Undisputed Wages.....	24
(b) Failure to Remit Dues Check-Off.....	24
(c) Payment of Undisputed Negotiated Payments.....	24
(d) Payment of Trust Fund Contribution.....	24
(e) Checks for Undisputed Fringe Benefits.....	24
(f) Checks for Undisputed Wages.....	24
(g) Ratio of Journeymen.....	24
(h) Posting Bond.....	24
(i) Trust Fund Requirements.....	24
Section 4. Withdrawal of Workforce.....	24
 ARTICLE XV - UNION DUES CHECK-OFF/MARKET RECOVERY.....	 25
Section 1. Working Dues.....	25
Section 2. When Due.....	25
Section 3. Market Recovery Contributions.....	25
 ARTICLE XVI - PROJECT AGREEMENTS.....	 25
 ARTICLE XVII - WORK OR PLACE OF BUSINESS OUTSIDE THE GEOGRAPHICAL SCOPE OF THE AGREEMENT.....	 26
Section 1. Employer Engaged in Work Out of Area.....	26
Section 2. An Employer Outside the Geographical Scope of this Agreement.....	26
 ARTICLE XVIII - WORKERS' COMPENSATION - ALTERNATIVE DISPUTE RESOLUTION.....	 26
 ARTICLE XIX - SAFETY LAWS/DRUG TESTING.....	 27
Section 1. Safety Laws and Regulations.....	27
Section 2. Drug Abuse Prevention and Detection.....	27
 ARTICLE XX - VALIDITY OF AGREEMENT.....	 28
 ARTICLE XXI - MODIFICATION, TERMINATION OR RENEWAL.....	 29
Section 1. Duration of Master Labor Agreement.....	29
 SIGNATURE PAGE.....	 30
 APPENDIX A – Wage and Contributions Rates for Los Angeles, Orange, Riverside, San Bernardino, Ventura, Santa Barbara, San Luis Obispo Counties, Kern, Mono and Inyo Counties.....	 31
Section 1. Wages.....	31
Section 2. Job Classifications and Minimum Wages.....	31
Section 3. Apprenticeship and Training Trust Fund.....	32
Section 4. Finishing Trades Institute (FTI).....	32
Section 5. Health and Welfare Trust Fund.....	32
Section 6. Pension Trust Fund.....	33
Section 7. Vacation/Holiday Trust Fund.....	33
Section 8. Contract Administration Trust Fund.....	33

TABLE OF CONTENTS

	Page No.
Section 9. Labor Management Partnership.....	33
Section 10. Floor Labor Management Cooperation Committee.....	34
Section 11. Political Action Together.....	34
Section 11. Authorization Form for Check-off Political Contributions.....	34
APPENDIX C - TOOL LIST	35
Part 1. Carpet Tools.....	35
Part 2. Hard Surface Tools.....	35
Part 3. Combination Tools.....	36

AGREEMENT

This Agreement entered into as of May 1, 2022 (the "Agreement") is by and between the Floor Covering Association of Southern California, Inc. (the "Association"), which is signatory to this Agreement on its own behalf and on behalf of the Employers who authorize the Association to be their sole and exclusive bargaining representative, and Employers who have executed this Agreement or a counterpart of this Agreement (collectively referred to as the "Employers"), and the 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 (the "Union").

ARTICLE I - RECOGNITION

Section 1. Union Exclusive Bargaining Agent and Voluntary Recognition Agreement. The Employer and District Council 36 expressly acknowledge that on the Employer's current jobsite work covered by this Agreement, District Council 36 has the support of a majority of the employee performing work covered by this Agreement. District Council 36 has demanded and the Employer has recognized District Council 36 as the majority representative of the employees performing work covered by this Agreement. It is also acknowledged that District Council 36 has provided, or has offered to provide, evidence of its status as the majority representative of the Employer's employees. By this acknowledgment the parties intend to and are establishing a collective bargaining relationship under Section 9(a) of the National Labor Relations Act of 1947, as amended. The bargaining unit established by this Agreement is accepted by the parties as an appropriate unit for collective bargaining purposes.

Section 2. Coverage of Agreement and Association Exclusive Bargaining Agent for Association Employers. The parties intend that all work in the industry covered by this Agreement shall be done pursuant to this Agreement to maintain uniformity of wages, hours and working conditions for all workers working in this industry in the areas covered by this Agreement. The Union recognizes the Association as the sole and exclusive representative for all present and future Association members and for all persons, firms, corporations or partnerships that authorize the Association to represent them in negotiating any agreement with the Union.

Section 3. Construction Industry Work. All work covered by this Agreement is construction industry work and the Employers are construction industry employers within the meaning of Federal and State law.

ARTICLE II - SCOPE OF AGREEMENT

Section 1. Geographical Area. This Agreement is effective within the geographical areas included within Orange, Los Angeles, Riverside, San Bernardino, Ventura, Santa Barbara and San Luis Obispo, Kern, Inyo and Mono 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 ("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, luxury vinyl tile (LVT), Luxury vinyl plank ridged core (LVP), hybrid vinyl plank ridged core (HVP), hybrid vinyl tile (HVT) glue down, loose lay and click systems, laminate/engineered wood 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 but is not limited to the operation, maintenance and repair of the following equipment when used in the installation and removal of 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 prefinished solid wood and solid glue down wood, and nail 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 bead blasting, grinding, 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 by any means necessary (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. All layout work including the use of any instrument or tool required for the work herein described.

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.

Employers who are alleged to have subcontracted work beyond the general contractor and circumvented this Agreement shall be brought up on charges through the JLMC.

As a deterrent to violations, the company will pay to the Market Recovery, 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.

- (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.
- (c) **Other Craft Work.** It is further agreed that any job site work not covered by this Agreement contracted for by a signatory hereto, shall be performed by said signatory in accordance with the terms and conditions of the AFL-CIO collective bargaining agreement in effect for said work in the locality in which it is being performed provided said craft has in its collective bargaining agreement, a clause similar to this clause with the same meaning and intent.

Section 4. Delinquent Employers/Job Registration/Stewards. Any Employers working under the circumstances outlined below will register their job(s) either electronically or on the form provided by District Council No. 36.

1. Any Employer signed to the Floor Covering Agreement that falls under the jurisdiction of the International Union of Painters and Allied Trades outside the area described in Article II, Section 1 of this Agreement; or
2. Any Employer who takes or lets any job subcontracted from a company that engages in manufacturing, sales or installation of flooring materials; or
3. Any Employer who has been found guilty of a violation by the JLMC; or
4. Any Employer that is not signed to the full term of this Agreement (i.e. PSA, PLA, Union only or any other type of one time Project Agreement); or
5. Any signatory Employer who is found to be delinquent in Trust Fund contributions in excess of sixty (60) days;

Said delinquent Employers shall not only register each and every job with the District Council but the District Council shall have the right to place a Steward on each job being performed by the Employer for a period of one year after all delinquencies are brought current and resolved.

The assessment of penalties for failure to register shall be determined by the Union or by a Labor Management Board established to arbitrate disputes under the Agreement (should one be established) and shall have the authority to adopt rules for the administration of this provision.

1st Offense: \$500

2nd Offense: \$1000

3rd Offense: Additional bond in the amount of \$10,000 or 125% of the amount of delinquent Trust Fund contributions, whichever is greater.

Fines listed above shall be payable to, as determined by the Union, either the Southern California Floor Covering Apprenticeship & Training Trust Fund, Southern California Floor Covering CAT Fund or Compliance.

Section 5. Work Performed Outside the Geographical Scope of this Agreement. 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 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, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council 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.

Section 6. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. If and when the Employer performs any work of the type covered by this Agreement within the geographical jurisdiction of this Union, under its own name or the name of another, as a corporation, sole proprietorship, partnership or any other business entity, including a joint venture, in which the Employer (including its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly (such as through family members) controlling or a majority ownership, management or control over such other entity, the terms and provisions of this Agreement shall be applicable to all such work. This Article is not intended to be the exclusive source of rights or remedies which the parties may have under State or Federal law.

Section 7. Preservation of Work.

- (a) **Preservations.** 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 device 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.
- (b) **Violations.** Any charges of violations of Section 6 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 JLMC or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this Agreement, including registered applicants for 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 JLMC 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 JLMC or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channels.

(c) **Remedies.** 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 an award by an Arbitrator or the JLMC 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 III - MORE FAVORABLE AGREEMENTS

The Union shall be free to enter into any agreement with any Employer that it deems to be in the best interest of the industry, as long as it does not result in a competitive disadvantage to any employer signatory to this Agreement. Where the Union does sign an agreement with any Employer having provisions, terms and conditions that the overall economic effect of which are more favorable to any Employer signatory to this Agreement, the Employer may adopt the more favorable terms of the other agreement only as applied to the specific type of work processes being performed, or the specific flooring product being installed. In adopting the more favorable terms the Employer must adopt and comply with all of the terms of the agreement granting the more favorable terms. The adoption of any more favorable terms and conditions shall be limited in the geographical area where the more favorable terms have been granted.

If any Employer has a specific inquiry as to the existence of any terms or conditions which are more favorable, he may contact the Association representative who shall contact the Union to obtain a copy of the agreement; said terms and conditions will then be made available to all Employers under the conditions of above. All such Agreements shall be filed with the Association Administrative Office.

ARTICLE IV - EMPLOYMENT

Section 1. Union Security. All workers covered by this Agreement shall be or become, and continuously remain, members in good standing of the Union on their eighth (8th) day of employment as a condition of employment. Workers employed by Employer(s) for seven (7) days, either continuously or accumulatively within the multiple employer bargaining unit, shall become members of the Union on the eighth (8th) day upon terms and qualifications applicable to other applicants to the Union.

Section 2. Hiring Workers. The Employer shall have entire freedom to select workers for hire subject to the terms of this Agreement. The Employer may discharge any worker for any cause which the Employer may deem sufficient, except there shall be no discrimination against any worker for any lawful Union activity or a worker's refusal to accept employment in violation of this Agreement.

Section 3. Non-Discrimination. Neither the Employer nor the Union shall discriminate against any applicant or employee on the basis of race, color, religion, ancestry, age, national origin, ethnic group identification, gender, gender identity or sexual orientation, military status, marital status, genetic information, mental and physical disability or medical conditions or other status protected by applicable law.

Section 4. Procedures for Hiring Workers.

- (a) **Qualified and Competent Workers.** Employers shall call the Union for such workers as they may need from time to time. The Union shall promptly furnish the Employer with the requested number of "Qualified and Competent" workers. "Qualified and Competent" means that the worker possesses the skill and ability normally required to work in the classification and the phase of the craft to which that worker is to be assigned. A worker will be deemed unqualified and incompetent for reasons such as failure to meet the Union and Employer agreed upon standards of proficiency; intoxication; lack of sufficient tools; lack of adequate transportation; and failure to present a generally neat and clean appearance.
- (b) **Employment.** In the employment of workers for all work covered by this Agreement, the following provisions shall govern.
1. The Local Union shall establish and maintain open non-discriminatory employment lists for the employment of workers in the work and area jurisdiction of the District Council. The Union may charge workers a reasonable fee for the use of its employment lists.
 2. Whenever desiring to employ workers, the Employer shall call the Local Union 1247 hiring hall for such help as needed. The Union or its Agent shall furnish the Employer the required number of workers insofar as such are available, provided, however, that the Employer shall not be required to hire or retain any employee whom he ascertains not to be competent, except job stewards. It is provided, however, that Employers shall not discriminate against any employee by reason of Union activities or for any other reason contrary to law.
 3. The Union or its Agent will furnish each such required competent worker entered on said list to the Employers, by use of a written referral, and will furnish such worker from the Union's open listing in the following manner:
 - a. No employee shall commence work for any Employer until they first secure a work referral from the Painters and Allied Trades District Council No. 36 or its designated Local Union affiliate. The Employer agrees not to place any employee to work until said employee presents or the Employer receives by fax a work referral from the Painters and Allied Trades District Council No. 36 or its designated Local Union affiliate.
 - b. Employees shall be required to obtain a new job referral upon rehire but no less than semiannually during the months of January and July from the appropriate Local Union and/or Painters and Allied Trades District Council No. 36.
 - c. The Employer shall have entire freedom to hire provided the hiring procedures are followed.
 - d. The specifically named worker who has recently been laid off or terminated by the Employer or by any Employer within the Multi-Employer Unit herein and whom the applicant Employer desires to re employ provided they are available for employment.
 - e. Worker who have been employed by Employers within the Multi-Employer Unit during the previous five (5) years.
 - f. Reasonable advance notice will be given by the Employers to the Union or its agent upon ordering such workers, and in the event that forty-eight (48) hours after such notice the

Union or its agent shall not furnish such worker, the Employer may procure workers from any other source or sources.

g. If worker are employed in accordance with Section f above, the Employers shall refer such employees to the Local Union for purposes of registration, etc., before such employee commences work.

h. The Employer retains the right to reject any job applicant referred by the Union.

i. Certification of Competence.

(1). Procedures are hereby established for the purpose of certifying the competence of worker in the various phases of the craft of work covered by this Agreement, which procedures shall be administered by and subject to the jurisdiction of the Joint Apprenticeship Committee.

4. In the event that a worker fails to tender the application fee or a member of the Union fails to maintain his membership in accordance with the provisions of this Article, the Union shall notify the Employer in writing, and such notice shall constitute a request to the Employer to discharge the individual worker within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded).

5. In the event that the Union does not accept into membership any worker tendering the application fee and regular monthly Union fees, the foregoing paragraph shall not be applicable, provided, however, that the Union may at any time thereafter decide to take such worker into membership, in which case, said worker shall be required to tender the full and uniform admission fees in effect in the Local Union, not later than eight (8) days following notification by the Union, and shall thereafter be required to maintain his membership in accordance with the provision of the foregoing paragraph. In the event that such worker fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said worker within forty-eight (48) hours.

Section 5. Top Workplace Performance.

Should any person referred for employment be terminated for cause, his or her referral, privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

A termination shall not be considered as "for cause" for purposes of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the JLMC shall be final and binding.

The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the JLMC may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

Section 6. Workers Must Have Tools of the Trade. All workers who report for work must have the

appropriate tools of the trade for the craft for which the worker is reporting. All workers must have and maintain the required tools at their own expense. A list of appropriate tools of the trade is set forth in Appendix C to this Agreement.

Section 7. Employer Furnished Equipment. It shall be a violation of this Agreement, if it is an act of the employer to require, for any employee to provide tools other than those listed in Appendix C of this Agreement.

Section 8. Shop Steward. The Business Manager of District Council No. 36 may appoint one (1) working Steward per job to act in connection with the application of this Agreement under the conditions set forth in Article II, Section 4.

(A). It shall be the duty of the Job Steward to check all referral slips, all working cards and working permits and to report to the Business Representative any and all violations of this Agreement. It is shall also be the Steward's duty to see that every worker on the job has his/her current quarterly working card and/or work permit.

(B). The Steward on all jobs shall be notified prior to the discharge or layoff of Journeyman.

Section 9. Rights and Privileges.

(A). When a dispute arises, or the occasion warrants, the Steward shall be allowed reasonable time during the working day to investigate and, if necessary, call the Business Representative.

(B). The Steward shall be allowed reasonable time during a work day to ensure a fellow employee who is injured or becomes ill on the job receives the proper attention, and that said injured or sick member's personal property is properly secured.

(C). On jobs where six (6) or more employees are employed in two (2) or more areas, the Steward shall be allowed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon to check the job.

Section 10. Work Assignments.

(A). The Steward shall be paid by the Employer and shall be the first person placed on the job after the foreman and shall work on said job until said job is completed. This shall not include final touch-up and or areas damaged by other trades or corrections required by the owner or his/her representative for acceptance.

(B). It is agreed that the Employer shall have the right to assign the Steward working on one job to work on another job when the occasion arises, subject to the approval of the assigned Business Representative.

(C). Prior to promoting the Steward to foreman, the Business Representative shall receive immediate notification. No apprentice shall act as a Steward. No foreman shall act as a Steward.

(D). In order that a Steward be able to properly perform his/her duties, a Steward shall not be given a work assignment that will physically remove him/her from where a majority of workers are working providing his/her work performance does not diminish.

Section 11. Suspension of Stewards.

In the event a Steward is not performing his/her duties as Steward as set forth herein, or in the Union Bylaws that do not conflict with this Agreement, the Employer shall immediately notify the District Council requesting the presence of a Business Representative from the Union on the job. In the event that no Business Representative of the Union arrives on the job within one working day after such notice has been given by the Employer, and the Steward has continued in his/her failure to perform his/her duties as a worker, or exceeding his/her duties as job Steward, then the Employer is thereupon empowered to suspend him/her as Steward but he/she must be retained as a worker on the job pending decision of the District Council, which shall be forthcoming during the following work day. The authority of the Employer to suspend a Steward may not be exercised if notice is given during the regular working day, or any day from Monday to Friday, inclusive.

Section 12. Procedures for the Removal of Steward.

- (A). An Employer shall first notify the Council Business Representative of his/her desire to remove or lay off a Steward and the Business Representative shall investigate the dispute or reasons given within forty-eight (48) hours from notification, excluding Saturdays, Sundays and holidays. The Business Representative, after investigation, shall remove or refuse to remove the Steward within the same forty-eight (48) hours, excluding Saturdays, Sundays and holidays.
- (B). If the Employer is dissatisfied with the Representative's decision under paragraph "A" above, he/she shall request the JLMC in writing, for a hearing to cause the removal of a Steward. The JLMC may approve the removal of the Steward or approve his/her retention on said job. The JLMC must render a decision within forty-eight (48) hours after receiving such request for hearing in writing (Saturday, Sunday and holidays excluded), either from the Employer or from the District Council.

ARTICLE V - QUALIFICATIONS OF PARTIES

Section 1. Association Employers. This Agreement shall be executed by the Association on behalf of the Association Employers.

Section 2. Employers Who Cease to be Association Members. If an Employer ceases to be a member of the Association for any reason, such Employer shall continue to be a party to this Agreement.

Section 3. Non-Association Employers Must Sign a Counterpart of this Agreement. An Employer shall become a non-Association Signatory Employer by signing this Agreement or having signed an Agreement counterpart or Memorandum of Understanding or Agreement binding it to this Agreement and complying with all other requirements of becoming a non-Association Employer as provided by this Agreement.

Section 4. Employer Requirements. As a condition precedent to qualifying as an Employer under this Agreement, all Employers shall have:

- (a) A designated place of business and street address (a post office box is not sufficient);
- (b) A business telephone listed in the firm name of the signatory Employer and a telephone installed at the designated place of business to facilitate contacting Employers for the purpose

of administering this Agreement. (An Employer may use an answering service or other comparable arrangements if it has otherwise complied with the telephone installation requirements of this Agreement);

- (c) Fulfilled the requirements of all federal, state, county and city laws and ordinances applicable to the operation of the Employer's business;
- (d) Sanitary facilities for use of workers that comply with applicable laws; and
- (e) Adequate workers' compensation insurance and vehicle insurance for property damage and public liability insurance, including "not owned" vehicles used by workers in the course of their employment. Vehicle insurance shall be at least the statutory minimum set by the State of California. The Union shall be furnished with certificates of insurance within five (5) days of the Employer's receipt.

Section 5. Notifying JLMC of Address and Telephone. Every Employer shall keep the JLMC and the Union advised of all of its current business address(es) and telephone number(s). Each place of business must have a street address and telephone number registered with the Union and the JLMC.

Section 6. Licenses. As a condition precedent to qualifying as an Employer under this Agreement, all Employers must have a valid and appropriate California State Contractor's License in their possession.

Section 7. Changes of Status. There shall be no double-identity of parties to this Agreement. An Association Employer may not change to a non-Association Employer or from a non-Association Employer to an Association Employer, or from an Employer to a worker or from a worker to Employer, unless the Employer presents evidence satisfactory to the JLMC that there are no outstanding obligations or liabilities involving any such parties arising out of this Agreement.

Section 8. Workers May Not Do Subcontract Work. Any person who is employed under this Agreement or is available for employment under this Agreement shall not perform any work under this Agreement as a contractor or subcontractor. Employers shall not sublet work covered by this Agreement to any person who is employed under this Agreement or who is available for employment under this Agreement.

Section 9. New Association(s). If an association other than the Association signatory to this Agreement seeks to qualify as an association party to this Agreement, such other association shall apply therefore to the JLMC. A majority vote of the JLMC shall be a prerequisite to qualification as a new association party to this Agreement.

Section 10. Ratio of Journeymen. Every Employer must regularly employ Journeymen in a ratio of at least one Journeyman for each owner person performing work under this Agreement.

ARTICLE VI - CONTRACT ADMINISTRATION BOND

Section 1. Posting Bond.

- (a) All Employers must have a current bond on file that is in compliance with this Article. The Administrative Office of the Southern California Floor Covering Trust Funds (hereinafter "Trust Administrative Office") shall have the authority to verify that each Employer signatory to this Agreement has a bond that is in compliance with this Article.

- (b) All Employers who become signatory to the Master Labor Agreement (“MLA”), an Agreement Counterpart to the MLA, or a Participation Agreement, shall post a \$10,000.00 indemnity bond through a recognized bonding company or deposit \$10,000.00 in cash with the Trust Administrative Office, located at 1055 Park View Drive, Suite 111, Covina, CA 91724, phone: (626) 279-3022 or at such other address designated as the Trust Administrative Office. This Bond shall remain in effect for at least the entire term of this MLA, in accordance with the provisions herein.
- (c) The bond or cash is to indemnify workers for Wages, Travel Expense and Subsistence, to indemnify the Union for dues and to indemnify the Trust Funds for Apprenticeship and Training, Health and Welfare, Pension, Vacation/Holiday, Contract Administration and Labor Management Cooperation contributions, liquidated damages, interest (paid in accordance with a rate determined by the Trustee’s), together with any administrative fees, and attorney fees and costs incurred by the Union or Trust Funds to collect the amounts owed (hereinafter together referred to as “Negotiated Payments”).
- (e) Notwithstanding Article VI, Section 1(b), or any other provisions of the MLA, any Employer who is delinquent in the payment of any “Negotiated Payment” for 60 days, shall be required to increase his bond or post an additional bond in an amount equal to three (3) times the Employer’s average monthly contributions for the last year or \$10,000.00, whichever is greater, or in such other amount as determined in the sole discretion of the Trustees. In addition, the Employer shall pay all prospective contributions required under the MLA on a weekly basis until all delinquent contributions are paid in full.
- (f) The Employer may lose the privilege of employing journeymen, apprentices and/or material handlers under this Agreement if it fails to post the bond(s) required in this Article.

Section 2. Terms of Bonds. The terms and conditions of the indemnity bond or the cash deposit ("cash bond") shall be:

(a) Indemnity Bond.

(1) The surety shall bind itself to pay all Negotiated Payments including assessments for liquidated damages, interest, and all costs and fees incurred in collection, including administrative and attorneys’ fees and costs.

(2) In bond claims, the Bond shall pay wage claims first (including Travel Expense and Subsistence and Dues), then in the following order: contributions owed to the Health and Welfare Trust Fund, Pension Trust Fund, Apprenticeship and Training Trust Fund, Contract Administration Trust, Labor Management Cooperation Fund, interest, liquidated damages, administrative costs, and then for any attorney fees and costs incurred by the Union or Trust Funds to collect the amounts owed.

(b) Cash Bond.

(1) Cash Bond Deposits. A cash bond shall be deposited with the Trust Administrative Office and shall be subject to claims in the same manner as an indemnity bond. Claims so levied shall be paid directly by the Trust Administrative Office from the principal of such cash bond.

(2) Refunds. A cash bond shall be refunded only when this Agreement is terminated, upon the Employer’s written application for a refund to the Trust Administrative Office. The Employer’s

application must be accompanied by a written release from the Union and Trust Funds and a determination by the Union, Trust Funds and the Trust Administrative Office that all amounts owed by the Employer, secured by the bond, have been paid.

(3) Deposits. The Trust Administrative Office shall have the authority to deposit all or any part of the cash bond in a custodianship, savings or commercial bank account. The Trust Administrative Office shall collect and retain all income derived from the investment or deposit of said funds on behalf of the Trust Funds.

Section 3. Claims. The Trust Funds, the Union, the JLMC, or an authorized representative of either may make a claim against any bond by notifying the Trust Administrative Office in writing of the claim.

Section 4. Administration of Bond. Each party to this Agreement specifically designates and authorizes the Trust Administrative Office to receive any and all bonds required to be posted and/or deposited under this Agreement. The Trust Administrative Office shall be responsible for the administration of the indemnity and cash bonds.

Section 5. Termination. On the termination of this Agreement in accordance with its termination provisions, all bonds posted or deposited with the Trust Administrative Office remaining in effect as of the date of such termination may be canceled as of that date and shall be returned or paid to each party not sooner than ten (10) days nor more than sixty (60) days following such termination after the Employer has produced documentation satisfactory to the Trust Administrative Office that no amounts are owed by the Employer under this Agreement. The Trust Funds or Union may, in their sole discretion, prior to cancellation, order an audit of an Employer to verify that all amounts owed under the MLA have been paid. If the audit discloses that the Employer owes amounts under this Agreement, the Trust Administrative Office shall apply the bond to the delinquencies in the order set forth in this Article and refund or cancel only that portion of the bond that exceeds the outstanding delinquencies.

Section 6. Defaults. If any Employer defaults twice during the term of this MLA in making any payment required by the MLA, or if the Employer tenders payments of wages or trust fund contributions by two (2) checks or instruments not immediately collectible and negotiable, the defaulting Employer shall be required to deposit an additional cash bond in the amount required under Section 1(d) of this Article upon notice from the Trust Administrative Office, the Union, the Trust Funds, or the JLMC. The cash bond shall be deposited in the same manner as required for a deposit of a cash bond as otherwise required by this Agreement, except that claims for unpaid wages shall be given first priority. Thereafter, any claims assessed against such an Employer shall be assessed first against the second bond and any remaining unpaid claims shall be assessed against the first original bond.

Section 7. Time Limits for Bonds. Any bond required to be posted under this Agreement shall be in force for the term of this Agreement, and thereafter, in accordance with Section 5 of this Article.

ARTICLE VII - WORKING HOURS AND CONDITIONS

Section 1. Regular Work Days and Lunch Periods. A regular work day shall be any eight (8) consecutive hours between 4:00 a.m. and 8:00 p.m. Lunch shall be one-half hour without pay.

Section 2. Investigation Time. The employee shall be paid for time which is reasonably necessary to the investigation or adjustment of a grievance or a claim of a contract violation.

Section 3. Time and One-Half Overtime. Workers shall be paid time and one-half their regular rate for all hours worked in excess of eight (8) consecutive hours per work day, Monday through Friday; for

the first twelve (12) consecutive hours worked on Saturday between 7:00 a.m. and 12:00 midnight; and for all work starting at 12:00 a.m. Monday through Friday, except hours worked on shift work schedule as outlined in Section 10(a) of this Article.

Section 4. Double Time Overtime. Workers shall be paid double their regular rates for all hours worked on Sunday, regardless of the actual hours worked during the Employer's regular work week. Double time shall also be paid for all work performed in excess of the twelve (12) hours and on the following recognized holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

No work will be permitted on Labor Day without the written approval of the Union Executive Board.

Section 5. When Holidays are Observed. If a recognized holiday falls on Saturday, it will be observed on the preceding Friday. If a recognized holiday falls on a Sunday, it will be observed on the following Monday. The Employer shall not take disciplinary and/or discriminatory action against workers for their refusal to work on a recognized holiday.

Section 6. Non-Contract Wages. If the JLMC determines by appropriate action that a worker has been compensated for work performed under this Agreement other than by the worker's applicable hourly or overtime rate, the worker shall have been paid in violation of this Agreement unless the worker's compensation is higher than the minimum rate established by this Agreement or if the compensation is based on a bonus plan that is not directly related only to yardage, footage, or units of production or job cost savings or as otherwise permitted by this Agreement.

Section 7. Weekly Time Records and Workers' Withholding Exemption Certificates.

- (a) **Time Records.** Every Employer shall furnish all of its workers with a weekly time card or a weekly time ticket. All workers shall record their hours worked on the time card or time ticket provided by the Employer and shall sign the time card or time ticket provided by the Employer and furnish it promptly to the Employer. If workers do not submit a record of their hours worked, the Employer may withhold pay for the work performed until the time record is submitted. Weekly time records shall be retained by the Employer for at least three years after the work is performed.
- (b) **Withholding Exemption Certificate.** Employers shall furnish each newly hired worker with a weekly time record form and an Employee's Withholding Exemption Certificate (W-4 Form). The worker shall complete and promptly return the W-4 Form to the Employer.
- (c) **Employment Compliance.** The Employer is responsible to comply with all Federal and State laws in regard to eligibility for work.

Section 8. Paychecks. All paychecks shall be accompanied by an itemized check stub or statement with the check number and the Employer's firm name. The itemized statement shall include the period covered by the payment or payroll date, a statement of straight time hours, travel expense, overtime hours, the hourly rate of pay and all applicable deductions including vacation/holiday contributions. All

checks to workers for travel expense, subsistence or expense reimbursements must also be accompanied by an itemized check stub or statement with the check number and the Employer's firm name setting forth the items covered by such payment.

Section 9. Audits, Complaints and JLMC Action. Union representatives and the auditors designated by the Southern California Floor Covering Trust Funds shall be permitted to enter the premises of the Employer to review and copy any and all records related to the enforcement of the provisions of this Agreement as may be necessary to determine whether the individual Employer is making full and prompt payment of all sums required by this Agreement, to include remittance of contributions for every hour worked and/or paid to all employees from the first hour worked forward to include vacation, sick, travel, holiday, bonus and severance pay. There is no "trial" or "try-out" period for benefits contributions.

The auditors designated by the Trust Funds shall have the above rights as well as access to, but not limited to, the following records for the signatory Employer and its affiliates: payroll journal and certified payroll records, all job cost records by employee by job, general check register, cash receipts journal, copies of all contracts and all material invoices. Such records as may be required shall be made available within the geographical area of the Agreement; should the Employer fail to comply with the above requirement, then the Trusts may assess incurred time and portal-to portal travel charges as well as related expenses for reimbursement. Further, Employers shall retain records necessary for the performance of an audit for a minimum period of not less than four (4) years.

In the event that an Employer fails or refuses to submit to an audit or to confirm an audit appointment within ten (10) days following the demand, the matter will be referred to the JLMC or legal counsel. If an action is filed to complete audit entry, the Employer may be required to pay reasonable attorney fees and costs incurred by such failure in additions to any other relief which may be ordered by a court of competent jurisdiction.

Section 10. Shift Work. Shift Work is subject to the following conditions:

- (a) **Shift Work Schedules.** Shift Work is a shift that starts at any time from 3:00 p.m. to 11:00 p.m., Monday through Friday. The day on which the shift starts determines the day of the week of the shift (i.e., a shift starting at 11:00 p.m. on Friday is a Friday shift).
- (b) **Union Notice.** Employers must notify the Union of Shift Work either electronically or by telephone by 5:00 p.m. on the last regular work day before the start of a shift operation. The Employer must notify the Union of the job location and the names of the workers on the job. The Employer will be given a Shift Work number by the Union. In the alternative, the Employer must give workers written notice by the last work day before the start of Shift Work and mail, email or fax a copy of the notice(s) to the Union. When Shift Work is discontinued, the Employer must notify the Union either electronically, by telephone or fax by 5:00 p.m. on the first regular work day after the Shift Work stops.
- (c) **Worker Refusal.** Workers shall have the right to refuse Shift Work. The Employer shall not take disciplinary or discriminatory action against workers for their refusal to perform Shift Work.
- (d) **Overtime on Shift Work.** Workers working on Shift Work shall not work more than eight (8) consecutive hours, exclusive of a meal period, unless they are paid the appropriate overtime premium.
- (e) **Shift Work Premium.** Workers on Shift Work and on all work performed after 4 p.m. shall

receive the hourly rate for their classification plus a shift bonus premium of twenty percent (20%) of that rate. Appropriate overtime and holiday premiums shall also be computed based upon the total shift rate including the twenty percent (20%) shift premium.

- (f) **Extraordinary Conditions.** The Union shall have the authority to adjust any of the provisions of this Section 10 when extraordinary conditions exist.

Section 11. Variable Work Week.

- (a) **Variable Work Hours and Days.** Notwithstanding any other provision of this Agreement, an Employer may request that a worker work a variable work week of up to ten (10) hours a day for four (4) consecutive days (excluding Sundays) totaling forty (40) hours that work week. Workers shall not receive overtime rates for work performed during this ten (10) hour day - forty (40) hour variable work week. Workers shall not be requested to work more than ten (10) Saturdays in any one calendar year under this section. Employers shall give workers at least seven (7) days advance written notice of any work requested under this section, unless such notice cannot be given due to a bona fide emergency.
- (b) **Shift Work Premium.** If the Variable Work Week is applied to Shift Work, as defined in this Agreement, Shift Work Premiums as specified in Section 10(e) shall apply.
- (c) **Work Week Requirement.** If the Employer works a worker one or more ten (10) hour days, but does not give the worker a full forty (40) hour work week as required under this section, the worker shall be paid all applicable overtime and premium rates provided in this Agreement.
- (d) **Sunday Rates.** Time worked on Sunday shall be paid at the overtime rates set forth in this Agreement.
- (e) **Union Notice.** Employers must notify the Union of a Variable Work Week either electronically or by telephone by 5:00 p.m. on the last regular work day before the start of a Variable Work Week. The Employer must notify the Union of the job location, the names of the workers on the job and the Saturday job that caused the Saturday work, if any. The Employer will be given a Variable Work Week number by the Union. In the alternative, the Employer must give workers written notice by the last work day before the start of a Variable Work Week and mail, email or fax a copy of the notice(s) to the Union. When a Variable Work Week is discontinued, the Employer must notify the Union either electronically, by telephone or fax by 5:00 p.m. on the first regular work day after the Variable Work Week stops.

ARTICLE VIII - WAGES

Section 1. Wage Rates/Appendix A. The minimum hourly wage rates for Journeyman, carpet and/or resilient floor covering installer, Material Handler and carpet and/or resilient floor covering Apprentices are set forth in Appendix A of this Agreement.

Section 2. Journeyman. The job classification Journeyman shall include only those workers who are certified and registered with Local Union No. 1247. The duties of a Journeyman shall include all duties of other classifications plus a proficiency in reading plans, laying out an installation and/or seams, matching patterns, border work, mitres, and using all types of materials covered by the Journeyman's discipline of carpet and/or resilient floor coverings.

Section 3. Foreman. On a jobsite where ten (10) or more Journeyman or Apprentices are employed, for a duration of at least fifteen (15) working days, the Employer shall designate one (1) Journeyman as Foreman. A Foreman shall be responsible for the following:

- Oversee and ensure that all safety rules are being followed as well as complete all required jobsite safety documentation
- Monitor the attendance of crew
- Coordinate daily tasks according to priorities and plans, adjusting as necessary due to site conditions, weather, supply delivery and personnel
- Delegate responsibilities and individual projects to the crew
- Emphasize the safe use of tools, machinery and equipment
- Oversee workmanship quality standards
- Resolve conflicts and/or miscommunication that may occur
- Report project status to supervisor(s)
- Have OSHA 30, First Aid, CPR

The Foreman's wage shall be based on the following schedule:

Foreman shall be paid two dollars (\$2.00) per hour above the highest paid Journeyman wage.

In no event is an employee required to take on any function of foreman responsibilities without being compensated at the appropriate rate. Employee shall not suffer any retaliation for his refusal to accept a foreman assignment.

Section 4. Apprentice. The job classification Apprentice shall include only those workers who are registered with Local Union No. 1247 and are being trained in accordance with the Apprenticeship Standards of the Southern California Resilient & Decorative Covering Crafts Joint Apprenticeship & Training Committee, as amended from time to time, and registered and approved by the State of California, Department of Industrial Relations and Division of Apprenticeship Standards.

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 use any installation tools of the trades as defined in Appendix C of this Agreement and may not perform bargaining unit work as defined in Article II, Section 2 of this Agreement.

Section 6. When Payments Must Be Made to Workers. All wages and other remuneration due under this Agreement shall be paid at the end of each regular work week but not later than the regular work day the Employer designates as payday and in no event later than the third (3rd) calendar day following the end of the regular work week. Said compensation shall be due and payable at the worker's job site within the time limits set forth in this Agreement. If the worker requests that compensation be mailed, the worker's compensation shall be mailed within the time limits set forth in this Agreement.

(A). **Discharge Pay:** Employees temporarily laid off or discharged must be paid in accordance with State law.

(B). **Quit Pay:** Employees who quit during the pay period shall be paid in accordance with the State

law either by picking up the check on the job, by registered or certified mail, or through a representative of the Painters and Allied Trades District Council No. 36.

(C). **Waiting Time:** On failure of the Employer to pay wages, and contractually required expenses within the stipulated time, all waiting time shall be paid for at the rate of straight time. Members of the Union must report to the representative of the Painters and Allied Trades District Council No. 36 within seventy-two (72) hours after wages and contractually required expenses are due.

(D). **Waiting Time and Wage Claims.**

1. The parties hereto expressly acknowledge that it is impractical or extremely difficult to fix the nature and extent of the loss to an employee who does not receive his pay when it is due. The parties have therefore agreed upon the following liquidated damages which shall be presumed to be the amount of damages sustained by such a breach of the Agreement. Upon failure of the Employer to pay within the stipulated time, all waiting time shall be paid for at the rate of straight time at the prevailing rate, not to exceed eight (8) hours in a twenty-four (24) hour period on a seven (7) day basis. The JLMC may within its discretion, in any individual case, award waiting time for the number of days between the date wages are due and the date said wages are either paid or placed in escrow with the JLMC.
2. A Journeyman who has not been paid must immediately report to the paid representative of the JLMC or the representative for the Painters and Allied Trades District Council No. 36 who shall immediately notify the JLMC and not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after said wages are due and payable. Any Journeyman who does not report not receiving wages within the time limits prescribed in the Section shall have no claim for waiting time under this Agreement for a maximum of fifteen (15) calendar days (two one week pay periods) of back wages.

Section 7. Other Expenses Reimbursed Weekly. Workers shall be paid one dollar (\$1.00) reimbursement per day worked for expenses such as on the job calls to employer or any other kind of communication pertaining to a jobsite using their personal cellphone, i.e. texts, pictures, and keeping track of time cards. Parking and other incidental expenses shall be reimbursed with the appropriate receipts.

Section 8. Amount of Expenses and Subsistence. A room shall be provided for all workers on jobs that consists of three (3) continuous days or more and 120 miles from Shop. Workers will be compensated for all reasonable expenses when required to be out of town, including rooms that are verified by receipts for normal expenses not covered by the minimum daily allowance. Workers shall not be paid a daily subsistence if room and meals are supplied to the worker, which are acceptable to the worker with not more than two (2) workers per room. Workers shall be paid at the current IRS rates in effect in the county where the project is located per day for meals, in advance, on all out-of-town jobs. Workers on out-of-town jobs shall also be paid drive time at straight time hourly rate and the appropriate mileage rate as stated in this Agreement. Travel Expenses as defined in this Agreement to and from the job site at the beginning and end of the job.

Section 9. Pay When Work is Not Performed. When a qualified and competent worker is notified to report for work, reports for work and is not employed, that worker shall be paid one-half of the hours for the scheduled shifts, unless the failure to provide work is due to an Act of God. All workers shall be considered to have been notified to report for work on the following work day unless (a) the Employer notifies the worker prior to 5:30 p.m. of any work day not to report for work on the following work day, (b) the Employer requests the worker to ask the Employer before 5:30 p.m. on a work day if work will

be available on the following work day, and the worker does not ask, or (c) the worker fails to provide the Employer with a telephone number where notice to the worker can be given.

Section 10. Pay for Newly Hired Workers.

(a) **When Work Starts.** When a newly hired worker reports on the first day of employment, pay for that day starts when the worker reports for work at the shop. The worker shall receive at least four (4) hours of work prior to 5:30 p.m. on that day unless the failure to provide work is due to an Act of God. If the worker receives less than four (4) hours of work, the worker shall receive four (4) hours of pay, unless the failure to provide work is due to an Act of God. If the newly hired worker is dispatched directly to a job, pay starts when the worker is dispatched in accordance with regular work day hours.

(b) **No Pay for Worker Who is Not Requested to Work.** Workers who report for work on their own initiative and are not employed shall not receive any pay.

Section 11. Student Employment. Students may be employed during the school year and summer vacation from school. The JLMC shall have the authority to limit the employment of students it deems necessary to offset unemployment of regular workers.

Section 12. Special Dispensation Workers. Workers who are unable to perform their normal work duties as provided in this Agreement due to physical or mental disability or age, after reasonable accommodation, all as defined by applicable laws, may apply to the JLMC for a waiver of contract provisions. The JLMC shall have authority to grant special dispensation with respect to wage rates and duties only, based upon its sole discretion in conformance with applicable law.

ARTICLE IX -TRAVEL EXPENSE

Section 1. Travel Expense from Employer's Shop. When a worker is instructed to report to the shop first, the worker shall receive Travel Expense 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 Expense, 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 Expense 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 Expense. When a worker is instructed to report directly to the job from home, Travel Expense shall be paid according to the following schedule from the Employers shop (All mileage and drive time shall be calculated based on Google Maps using the shortest route on public highways):

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 Expense 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 Expenses. 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 Expense, instead of computing Travel Expense 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. 1247's Union Hall will be the Employer's center point for calculating Travel Expense.

Section 7. Apprentice Travel Expense. For every request for an Apprentice from the out of work list who is dispatched to a public works project that is forty (40) miles and beyond from the Local Union Hall in Monterey Park, CA the Apprentice shall receive one hundred dollars (\$100.00) per day for Travel Expenses. On jobs that are ninety-nine (99) miles and beyond, acceptable lodging must be provided. The employer shall pay a per diem at the current County rates under the IRS guidelines in which the project is located for meals and incidental expenses. The mileage calculation shall be determined by the shortest route using Google Maps.

If an Apprentice is requested from the out of work list and is dispatched to a public works project that is less than forty (40) miles from the Local Union Hall in Monterey Park, CA then Article IX, Section 2 shall apply.

ARTICLE X - WORKER VEHICLES

Section 1. Furnishing Vehicles. No worker shall be required to furnish a vehicle to store or transport materials or equipment. A worker may voluntarily deliver or pickup sundry items.

ARTICLE XI - APPRENTICESHIP AND TRAINING

Section 1. Apprenticeship and Training Standards. The Apprenticeship Standards of the Southern California Resilient and Decorative Covering Crafts Joint Apprenticeship and Training Committee originally adopted May 1, 1958, as amended from time to time thereafter, and registered and approved by the State of California, are incorporated into this Agreement.

Section 2. Committee Authority. The Joint Apprenticeship & Training Committee ("JATC") shall have authority to administer regulations and procedures in accordance with the standards referred to in this Agreement.

Section 3. Members. The number of members on the JATC shall be in accordance with the State approved Standards. If the JATC determines that subcommittees shall be created to assist the JATC, any such subcommittee shall have an equal number of members appointed by the Association and the Union in the same manner as appointments are made to the JATC.

Section 4. Hourly Wage Rates. Hourly wage rates applicable to the employment of Apprentices are set forth in Appendix A of this Agreement.

Section 5. Apprentices Under Journeyman Supervision. Apprentices may be employed only in accordance with the standards described in this Agreement and shall work under the supervision of a qualified Journeyman under the conditions set forth in such standards.

Section 6. Apprentice To Journeymen Ratios. One (1) Apprentice for each Journeyman for the first five (5) Journeymen; thereafter, the ratio shall be established as one (1) Apprentice for the next three (3) Journeymen, unless the Employer's right to train Apprentices has been revoked by the Local Apprenticeship and Training Committee. This shall not limit the obligation of the Employer to train Apprentices in the proper ratio to Journeymen as outlined in the Local Apprenticeship and Training Standards nor shall it be construed to replace Journeymen in shops when substantial unemployment exists within the jurisdiction of Local Union No. 1247.

Section 7. Journeyman Upgrade Training Program. In order to ensure that workers are able to improve their skills and proficiency in handling new materials, products and technology evolving in the Floor Covering Industry, the parties to this Agreement shall, during the term of this Agreement, implement a mandatory Journeyman Upgrade Program. All conditions, rules, regulations and procedures established by the parties to this Agreement, shall be binding upon all workers who perform work under this Agreement.

ARTICLE XII - TRUST FUNDS AND ADMINISTRATION

Section 1. Apprenticeship & Training Trust Fund. The Southern California Floor Covering Apprenticeship & Training Trust Fund established under the Master Labor Agreement dated August 1, 1973 was recreated and restored effective August 1, 1976.

Section 2. Finishing Trades Institute (FTI). Effective May 1, 2019, and for the duration of this Agreement, the Employers agree to make payments as specified in Appendix A to the FTI for each employee covered by this Agreement.

Section 3. Health and Welfare Trust Fund. The Southern California Floor Covering Health and Welfare Trust Fund established under the Master Labor Agreement dated August 1, 1973 was recreated and restored effective August 1, 1976.

Section 4. Vacation and Holiday Pay Trust Fund. The Southern California Floor Covering Vacation and Holiday Pay Trust Fund established under the Master Labor Agreement dated August 1, 1973 was recreated and restored effective August 1, 1976.

Section 5. Pension Trust Fund. The Southern California Floor Covering Pension Trust Fund established under the Master Labor Agreement dated August 1, 1973 was recreated and restored effective August 1, 1976.

Section 6. Contract Administration Trust for Union-Management Relations. For the purpose of

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, the individual Employer will, during the term of this Agreement, contribute the sum designated in Appendix A to Contract Administration Trust for Union-Management Relations. The Trust is an Employer-established and administered trust formed and created for the above stated purposes and the individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Contract Administration Trust for Union-Management Relations and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

Section 7. Painters and Allied Trades Compliance Administrative Trust (PATCAT). The Employers signatory hereto agree that during the term of this Agreement that it is beneficial to continue participation in the Painters and Allied Trades Compliance Administrative Trust. Funding for such participation shall be through the Contract Administration Trust for Union-Management Relations at such times, and in such amounts, as determined by the Trustees of that Trust.

Section 8. Labor Management Partnership (LMP). Effective May 1, 2019, and for the duration of this Agreement, the Employers agree to make payments as specified in Appendix A to the Labor Management Partnership for each employee covered by this Agreement.

Section 9. Southern California Floor Covering Labor Management Cooperation Committee (LMCC). Effective November 1, 2018 and for the duration of this Agreement, the Employers agree to make payments as specified in Appendix A to the Southern California Floor Covering LMCC for each employee covered by this Agreement.

Section 10. Incorporation. The Trust Agreements and Declarations of Trust of the foregoing Trusts are incorporated in this Agreement and said Trust Agreements and Declarations of Trust and this Agreement are made counterparts of each other and are binding on all Employers. The Trust Agreements and Declarations of Trust shall continue in effect during the term of this Agreement, together with any extensions or renewals and shall be terminated in accordance with the Trust Agreements and Declarations of Trust and applicable law.

Section 11. Acknowledgment. Each Employer expressly acknowledges delivery and receipt of a true copy of the Trust Agreements and Declarations of Trust and accepts, assumes and agrees to be bound by all of the obligations imposed by the Trust Agreements and Declarations of Trust. Each Employer agrees that it irrevocably designates and appoints the Trustees appointed by the Association as Trustees authorized to act in its behalf pursuant to the Trust Agreements, and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in the Trust Agreements.

Section 12. Binding Effect. Each Employer agrees that it accepts and is irrevocably bound by the Trust Agreements and Declarations of Trust and any amendments made and which may be agreed upon from time to time between the Association and the Union, and to said Trust, provided that any such modification or amendment is evidenced by a written agreement between the Association and the Union.

Section 13. Administration. The Trust Agreements and Declarations of Trust shall provide for the administration of the Trusts by a Board of Trustees comprised of an equal number of Trustees appointed by the Association and the Union.

Section 14. Contributions.

- (a) The contributions to Trust Funds and the Contract Administration Trust Fund shall be made in accordance with Appendix A to this Agreement.
- (b) The failure of any Employer to make contributions as required under this Agreement shall subject such Employer to the enforcement procedures established under the Trust Agreements and Declarations of Trust, as amended, to the enforcement procedures of the JLMC and to the enforcement procedures established in this Agreement and to those enforcement procedures provided by state or federal law.

Section 15. Trust Fund Reporting Requirements for Employers Outside the Geographical Area of this Agreement. If an Employer's primary business location is outside the geographical area of this Agreement, such an Employer shall file Trust Fund Reports and pay hourly contributions on hours worked every two (2) weeks while performing work covered by this Agreement.

ARTICLE XIII - JLMC AND ARBITRATION

Section 1. JLMC Authority. The JLMC shall have authority to determine questions relating to the application and interpretation of this Agreement including claims of a violation of this Agreement. The JLMC shall not add, alter, amend, modify, nullify or make inoperative any terms of this Agreement. The JLMC shall not consider any matters that have not been presented to it in writing within thirty (30) days after the act, omission, or commission complained of as having occurred. This time limitation shall not apply to claims for Trust contributions. Any request for information by the JLMC shall be submitted in 10 working days. A fine of two hundred and fifty dollars (\$250.00) per day shall be assessed for every day the documents are late.

Section 2. JLMC Chair and Secretary. At the first meeting of the JLMC following the effective date of this Agreement, the Union and Association members of the JLMC shall elect a Chair from the Association members and a Secretary from the Union. The position of Chair and Secretary shall rotate on a yearly basis.

Section 3. JLMC Powers.

- (a) The JLMC shall have the power to levy a fine and require payment of liquidated damages, direct the suspension of this Agreement as to any party found to be in violation of any provision of this Agreement or impose other conditions on any party to this Agreement for a violation of this Agreement, unless the violation was caused by reason(s) beyond the control of the person(s) found to be in violation. If found guilty all the legal fees shall be paid by the party in violation.
- (a) Any worker who is alleged to have violated the prohibitions against contracting out under this Agreement shall be subject to the enforcement procedures of the JLMC on the same grounds as an Employer.

Section 4. Quorum and Votes. Two (2) members of the JLMC representing each party shall be a quorum to transact official business. JLMC decisions shall be by a majority vote. The number of votes cast by the representatives of either party shall not exceed the number of votes cast by the other party regardless of the number of representatives present. The decision of the JLMC shall be final and binding except as otherwise provided in this Agreement.

Section 5. Payment of Money to JLMC. Any fines ordered to be paid by the JLMC shall be paid to or deposited to the Market Recovery Fund.

Section 6. JLMC Rights. The JLMC shall have the right to summon, question and examine any party to this Agreement, or its representatives or agents, in connection with any question or matter on which the JLMC has authority to act.

Section 7. JLMC Costs. The JLMC may apply to the Trustees of the Contract Administration Trust for payment of administrative expenses reasonably incidental to the transaction of JLMC's official business including the employment of clerical or administrative personnel. The Trustees of the Contract Administration Trust shall act on any such request in their independent discretion.

Section 8. Claims. All grievances or disputes involving the application, interpretation, or alleged claims of violation of this Agreement shall be determined in accordance with this Article and shall be handled as follows:

- (a) **Initial Discussion.** The matter shall first be discussed between a Union representative and the individual Employer involved. They shall promptly attempt to adjust the grievance or dispute.
- (b) **Appeal to JLMC.** If the grievance or dispute is not satisfactorily adjusted by the Union representative and the Employer within ten (10) work days after the occurrence of the grievance or dispute, the matter shall be referred to the JLMC. The JLMC shall conduct a hearing and render a decision on the grievance or dispute and issue an award in accordance with this Agreement.
- (c) **Arbitration.** If the JLMC deadlocks and the matter is not resolved, either party may, by written notice served on the JLMC and the other party within seven (7) calendar days after date of receipt of notice that the JLMC has deadlocked, request that the matter be referred to an impartial arbitrator. If the parties cannot agree on an arbitrator within seven (7) calendar days after the date of such notice, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit to the parties the names of five (5) persons qualified to act as arbitrators. This request must be made within seven (7) days after the parties fail to select an arbitrator. If the parties cannot then agree on an arbitrator within seven (7) calendar days after the list is received by them, the parties shall meet within seven (7) calendar days thereafter to select an arbitrator. The parties shall then alternately strike the name of one arbitrator from the list with the party requesting arbitration striking first. The last name that remains on the list shall be the arbitrator. The party requesting arbitration shall immediately notify the arbitrator of his selection and request a prompt hearing date.
- (d) **Arbitrator's Decision is Final.** The decision of the arbitrator shall be final and binding upon the parties to this Agreement and shall have the effect of a legal judgment. The arbitration fees and expenses shall be divided equally by the Union and the Employer. The arbitrator shall not have authority to modify, vary, change, add or remove any of the terms or conditions of this Agreement.

ARTICLE XIV - NO STRIKE - NO LOCKOUT

Section 1. No Strike - No Lockout. The Union shall not authorize a strike and Employers shall not authorize a lockout during the term of this Agreement except as specifically provided by this Agreement as long as the terms of this Agreement are followed.

Section 2. Picket Lines. 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 3. Exceptions to No Strike - No Lockout. An Employer may be denied the privilege of employing workers under this Agreement and such denial shall not constitute a violation of this Article under any of the following conditions:

- (a) **Payment of Undisputed Wages.** The Employer fails to pay undisputed wages due to a worker(s) within twenty-four (24) hours after a demand has been made on the Employer;
- (b) **Failure to Remit Dues Check-Off.** The Employer fails to pay undisputed Dues Check-Off to the Union within twenty-four (24) hours after a demand has been made on the Employer;
- (c) **Payment of Undisputed Negotiated Payments.** The Employer fails to pay the worker undisputed negotiated payments within twenty-four (24) hours after a demand has been made on the Employer;
- (d) **Payment of Trust Fund Contributions.** The Employer fails to pay fringe benefit contributions to any Trust Fund as required under Article XIII, Sections 10 or 11, Appendix A, Sections 3, 4, 5, 6, 7 or 9 of this Agreement within twenty-four (24) hours after a demand has been made on the Employer.
- (e) **Checks for Undisputed Fringe Benefits.** The Employer tenders a check for undisputed fringe benefits due under this Agreement, payment is not made on the check, and the Employer fails to replace the check with payment within twenty-four (24) hours after being notified by the Union;
- (f) **Checks for Undisputed Wages.** The Employer tenders a check for undisputed wages due under this Agreement, payment is not made on the check and the Employer fails to replace the check with cash paid to the worker within twenty-four (24) hours after being notified by the Union. Workers are obligated to report a failure to receive wages promptly to the Union. If worker(s) fail to do so, the failure of the Employer to pay wages shall not be subject to payment under the Contract Administration Bond;
- (g) **Ratio of Journeymen.** The Employer fails regularly to employ Journeymen in a ratio of at least one Journeyman for each other person performing work under this Agreement for twenty (20) contiguous calendar days.
- (h) **Posting Bond.** The Employer fails to post the indemnity bond or cash bond required under Article VI or the Employer fails to increase the bond as required under Article VI. A fine of two hundred and fifty dollars (\$250.00) shall be assessed for every month that the bond is not in place with the Southern California Floor Covering Trust Fund payable to the Market Recovery Fund.
- (i) **Trust Fund Requirements.** The Employer fails to pay trust fund contributions on a weekly basis as required by Article VI, Section 1(d).

Section 4. Withdrawal of Workforce. The Union may withdraw its work force, when in its sole discretion the effect of withdrawing will achieve the purpose of furthering the collection of delinquent trust fund contributions, unpaid wages, or from the Employer incurring any further delinquency. Any withdrawal of the work force is entirely at the discretion of the Union.

The Union may refuse to withdraw labor if in their belief it will further weaken the attempt to collect the delinquent trust fund contribution or unpaid wages.

ARTICLE XV - UNION DUES CHECK-OFF/MARKET RECOVERY

Section 1. Working Dues. Working dues shall be a percentage, as determined by the District Council No. 36 Bylaws, of gross pay for all hours compensated. In computing this amount all fractions will be rounded to the nearest cent which will be deducted from the employee's wages and remitted to the District Council of Painters and Allied Trades No. 36. In the event of any change in the amount of working dues, the Employer shall be given a thirty (30) day notice prior to altering that amount. The Employer shall not be required to deduct Union dues without a written authorization.

Section 2. When Due. All Union dues shall be sent to the Union by the Employer by the tenth (10th) day of the month following the month in which the work was performed. The Employer shall report the hours worked on the form furnished by the Trust Fund.

Section 3. Market Recovery Contributions. The Employer agrees to deduct each pay period from the paycheck of each employee covered by this Agreement, such amounts per hour, as determined by the Union on each hour worked set forth in Appendix A of this Agreement. In the event of any change in the amount of working dues, the Employer shall be given a thirty (30) day notice prior to altering that amount.

ARTICLE XVI - PROJECT AGREEMENTS

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 and of employing every effort to expand work opportunities for signatory Employers and Union workers. Consistent with that recognition, the Union shall have the authority to enter into Project Agreements that may amend, modify and/or delete certain provisions of this Agreement including wages, hours, working conditions and methods of calculating compensation, subject to the following conditions:

1. Projects where a signatory Employer is bidding against non-signatory competitors.
2. Projects involving work or services not currently being performed by signatory Employers.
3. Projects already awarded to non-signatory Employers or projects not awarded where no signatory Employer has had an opportunity to bid.
4. Where the Union has knowledge of more than one signatory Employer bidding a specific project where relief is sought, it shall have the responsibility of notifying such other Employer(s) of its intent to modify the terms of this Agreement for that project. Such other bidding signatory Employers shall have access to the same terms and conditions granted the Employer originally seeking relief.
5. Because the Union cannot always be certain that only one signatory Employer is bidding a specific project where relief may be granted, it shall be the responsibility of each Employer signatory to this Agreement to verify the existence of specific Project Agreements by contacting the Union in advance of any bid award. Such verification shall only be given to signatory

Employers.

6. The approval of any Project Agreement shall not constitute a violation of Article III of this Agreement.

ARTICLE XVII - WORK OR PLACE OF BUSINESS OUTSIDE THE GEOGRAPHICAL SCOPE OF THE AGREEMENT

Section 1. Employer Engaged in Work Out of Area. 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; any others shall be employed only from the contractor's home area.

Section 2. An Employer Outside the Geographical Scope of this Agreement. An Employer from outside the geographical scope of this Agreement who engages in work inside the geographical scope of this Agreement and who becomes a signatory party to a collective bargaining agreement in the other geographical area, shall become a party to this Agreement and shall employ at least fifty percent (50%) of its workers from persons who reside within the geographical scope of this Agreement or from persons who are employed the greater percentage of their time within the geographical scope of this Agreement.

ARTICLE XVIII - WORKERS' COMPENSATION, ALTERNATIVE DISPUTE RESOLUTION

The parties have established and are operating, pursuant to Section 3201.5 of the California Labor Law, a Workers' Compensation Alternative Dispute Resolution (ADR) Agreement and program. This system of medical care delivery and alternative dispute prevention and resolution was established in order to provide employees and Employers with the following benefits:

1. Provide employees who claim compensation for personal injuries and occupational diseases under the California Workers' Compensation Law with improved access to high-quality medical care.
2. Reduce the excessive costs historically associated with these benefits.
3. Reduce the number and severity of disputes.
4. Provide an efficient and effective method of dealing with disputes resulting from such injuries.

The Workers' Compensation Alternative Dispute Resolution Agreement dated September 17, 1997, may be used by any Employer working in the State of California who is (1) signatory to a collective bargaining agreement with District Council No. 36, and who (2) signs a Memorandum of Understanding agreeing to be bound by the terms and conditions of said ADR Agreement.

ARTICLE XIX - SAFETY LAWS /DRUG TESTING

Section 1. Safety Laws and Regulations:

The Signatory Employers and employees shall abide by all the Health and Safety Provisions, Rules and Regulations of those Municipal, State and Federal Agencies having issuing authority in the pertinent field of work being performed by the Signatory to this Agreement.

Section 2. Drug Abuse Prevention and Detection:

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

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.
2. All applicants or newly hired employees may undergo a drug screen.
3. Applicants not passing the drug screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen.
4. The Employer may require that an employee be tested for drugs 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 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 the 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.
5. An Employer may require that an employee who contributed to an injury/accident be tested for drugs where the Employer has reasonable cause to believe that the injury/accident resulted from drug usage.
6. 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.
7. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). 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 (GC/MS). The cutoff levels for both, the initial test and the confirmation test, will be those established by the Collective Bargaining Agreement. Confirmed positive samples will be retained by the testing laboratory in a secured

long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through a strict chain of custody procedures.

8. Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.
9. 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.
10. 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 Employers application of the Substance Abuse Program.
11. Where a General Contractor or Building Owner has established and requires a substance abuse program that is more restrictive, that program shall prevail. Employees shall be informed that the program they will be working under differs from the standard policy. Employees shall have the right to request that they be assigned to another project with no inferences being made.
12. The testing entity shall be notified in advance of the applicable standard and any positive result reported which is not consistent with the appropriate cut-off level shall be deemed negative, not given to the employer, and if done so in error, shall be deemed negative.

<u>Drugs:</u>	<u>Screening Test:</u>	<u>Confirmation Test:</u>
Amphetamines	500 ng/ml	500 ng/ml
Marijuana/Metabol	750 ng/ml	250 ng/ml
Cocaine/Metabol	300 ng/ml	200 ng/ml
Opiates	300 ng/ml	150 ng/ml
PCP	25 ng/ml	25 ng/ml
Alcohol	.05*	.05*
Barbiturates	500 ng/ml	500 ng/ml

* The alcohol shall be lowered to such level as may be applicable in the State of California except as may be required under DOT Rules and Regulations.

ARTICLE XX - VALIDITY OF AGREEMENT

If any portion or provision of this Agreement is or becomes invalid by reason of any law or court decision of competent jurisdiction, the remaining portions or provisions shall remain in full force and effect.

ARTICLE XXI - MODIFICATION, TERMINATION OR RENEWAL

Section I. Duration of Master Labor Agreement. This Agreement shall continue in full force and effect without change until April 30, 2026. If either party desires to modify or terminate this Agreement, such party shall give written notice of modification or termination to the other party or parties to this Agreement not more than ninety (90) days nor less than sixty (60) days prior to April 30, 2026. If neither party gives notice to modify or terminate this Agreement, as provided herein, the Agreement shall continue in effect from year to year thereafter and the Agreement shall then be subject to termination or modification on written notice not more than ninety (90) days and not less than sixty (60) days prior to any subsequent year as provided in this Article.

**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 RESILIENT FLOOR AND DECORATIVE
COVERING LOCAL UNION NO. 1247
MAY 1, 2022 – APRIL 30, 2026**

FOR THE UNION:

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

MATT WEIR, BUSINESS REPRESENTATIVE

DATE

FOR THE EMPLOYER:

(NON-ASSOCIATION EMPLOYER)

PRINT NAME

TITLE

SIGNATURE

DATE

NON-ASSOCIATION EMPLOYER NAME

CONTRACTOR'S LICENSE NO.

ADDRESS/CITY/ZIP

WORKERS' COMPENSATION INS. CARRIER

TEL:

FAX:

WORKERS' COMPENSATION POLICY NO.

EMAIL ADDRESS:

(ASSOCIATION EMPLOYERS)

FLOOR COVERING ASSOCIATION OF SOUTHERN CALIFORNIA, INC. ON BEHALF OF
EMPLOYER MEMBERS

PRINT NAME

TITLE

SIGNATURE

DATE

APPENDIX A
Wage and Contribution Rates for
Los Angeles, Orange, Riverside, San Bernardino, Ventura,
Santa Barbara and San Luis Obispo Counties

Section 1. Wages and Fringe Benefits. Beginning May 1, 2022, every Employer signatory to this Agreement shall pay wages and fringe benefit contributions as set forth in this Appendix A.

Section 2. Job Classifications and Minimum Wages. Job classifications and minimum hourly wage rates shall be as follows:

		<u>Effective</u> <u>1/1/2023</u>	<u>Effective</u> <u>1/1/2024</u>	<u>Effective</u> <u>1/1/2025</u>	<u>Effective</u> <u>1/1/2026</u>
<i>Rate increase</i>		\$1.65	\$1.60	\$1.95	\$1.70
a) Journeyman		\$41.60	\$43.20	\$45.15	\$46.85
b) Apprentices	%				
1 st 6 Mos	45	\$18.72	\$19.44	\$20.32	\$21.08
2 nd 6 Mos	50	\$20.80	\$21.60	\$22.58	\$23.43
3 rd 6 Mos	55	\$22.88	\$23.76	\$24.83	\$25.77
4 th 6 Mos	60	\$24.96	\$25.92	\$27.09	\$28.11
5 th 6 Mos	65	\$27.04	\$28.08	\$29.35	\$30.45
6 th 6 Mos	70	\$29.12	\$30.24	\$31.61	\$32.80
7 th 6 Mos	80	\$33.28	\$34.56	\$36.12	\$37.48
8 th 6 Mos	90	\$37.44	\$38.88	\$40.64	\$42.17
Material Handlers	40	\$16.64	\$17.28	\$18.06	\$18.74

Material Handler Classification. 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 handler may not perform bargaining unit work as defined in Article II, Section 2 of this Agreement.

Material Handlers Wages shall be forty percent (40%) of the current Journeyman rates.

The following rates are in accordance with the Journeyman contribution rates listed in this agreement:

- Health and Welfare
- Apprenticeship and Training Trust Fund
- Finishing Trades Institute
- Contract Administration

To be reported by the Union to the Department of Industrial Relations for posting on the wage

determination for prevailing wage.

Section 3. Apprenticeship and Training Trust Fund. Apprenticeship and Training Trust Fund contributions to be paid by each signatory Employer for each hour a worker receives pay, must be paid, as follows:

Effective May 1, 2022, the Apprenticeship and Training Trust Fund shall be fifty-six cents (\$0.56) per hour.

Effective January 1, 2024, there shall be an increase of the five cents (\$0.05) per hour to the Apprenticeship and Training Trust Fund for a total contribution of sixty-one cents (\$0.61) per hour.

Effective January 1, 2025, there shall be an increase of the two cents (\$0.02) per hour to the Apprenticeship and Training Trust Fund for a total contribution of sixty-three cents (\$0.63) per hour.

Section 4. Finishing Trades Institute. Apprenticeship and Training Trust Fund contributions to be paid by each signatory Employer for each hour a worker receives pay, must be paid as follows:

Effective May 1, 2022, the Finishing Trades Institute contribution shall be seven cents (\$0.07) per hour.

Effective January 1, 2025, there shall be an increase of three cents (\$0.03) per hour to the Finishing Trades Institute for a total contribution of ten cents (\$0.10) per hour.

Section 5. Health and Welfare Trust Fund. Health and Welfare Trust Fund Contributions to be paid by each signatory Employer for each hour a worker receives pay, except Apprentices enrolled in the program, who are working in their first six-month period of membership, must be paid as follows:

Effective August 1, 2022, there shall be an increase of one dollar (\$1.00) per hour to the Health and Welfare Trust for a total contribution of six dollars and seventy-eight cents (\$6.78) per hour.

Effective January 1, 2023, there shall be an increase of one dollar (\$1.00) per hour to the Health and Welfare Trust for a total contribution of seven dollars and seventy-eight cents (\$7.78) per hour.

Effective January 1, 2024, there shall be an increase of one dollar (\$1.00) per hour to the Health and Welfare Trust for a total contribution of eight dollars and seventy-eight cents (\$8.78) per hour.

Effective January 1, 2025, there shall be an increase of one dollar (\$1.00) per hour to the Health and Welfare Trust for a total contribution of nine dollars and seventy-eight cents (\$9.78) per hour.

Effective January 1, 2026, there shall be an increase of sixty cents (\$0.60) per hour to the Health and Welfare Trust for a total contribution of ten dollars and thirty-eight cents (\$10.38) per hour.

Section 6. Pension Trust Fund. Pension Trust Fund contributions shall be paid by each Signatory Employer for all hours compensated.

<u>Classification</u>	<u>Effective 5/1/2022</u>	<u>Effective 1/1/2024</u>	<u>Effective 1/1/2025</u>	<u>Effective 1/1/2026</u>
a) Journeyman	\$5.55 per hour	\$6.05 per hour	\$6.30 per hour	\$6.55 per hour
b) Apprentices				
1 st 6 months	\$1.24 per hour	\$1.47 per hour	\$1.58 per hour	\$1.69 per hour
2 nd 6 months	\$1.73 per hour	\$1.98 per hour	\$2.11 per hour	\$2.24 per hour
3 rd 6 months	\$1.92 per hour	\$2.20 per hour	\$2.34 per hour	\$2.48 per hour
4 th 6 months	\$2.10 per hour	\$2.40 per hour	\$2.55 per hour	\$2.70 per hour
5 th 6 months	\$2.51 per hour	\$2.84 per hour	\$3.00 per hour	\$3.16 per hour
6 th 6 months	\$2.93 per hour	\$3.28 per hour	\$3.46 per hour	\$3.64 per hour
7 th 6 months	\$3.30 per hour	\$3.70 per hour	\$3.90 per hour	\$4.10 per hour
8 th 6 months	\$3.68 per hour	\$4.13 per hour	\$4.36 per hour	\$4.59 per hour
Material Handler	\$1.94 per hour	\$2.14 per hour	\$2.24 per hour	\$2.34 per hour

Section 7. Vacation/Holiday Trust Fund. Vacation/Holiday Trust Fund contributions to be paid by each signatory Employer for each hour a worker receives pay must be paid as follows:

<u>Classification</u>	<u>Effective 1/1/2023</u>	<u>Effective 1/1/2024</u>	<u>Effective 1/1/2025</u>	<u>Effective 1/1/2026</u>
a) Journeyman	\$2.42 per hour	\$2.52 per hour	\$2.62 per hour	\$2.68 per hour
b) Apprentices				
1st 6 months	\$1.25 per hour	\$1.35 per hour	\$1.45 per hour	\$1.51 per hour
2nd 6 months	\$1.59 per hour	\$1.69 per hour	\$1.79 per hour	\$1.85 per hour
3rd 6 months	\$1.73 per hour	\$1.83 per hour	\$1.93 per hour	\$1.99 per hour
4th 6 months	\$1.85 per hour	\$1.95 per hour	\$2.05 per hour	\$2.11 per hour
5th 6 months	\$2.09 per hour	\$2.19 per hour	\$2.29 per hour	\$2.35 per hour
6th 6 months	\$2.33 per hour	\$2.43 per hour	\$2.53 per hour	\$2.59 per hour
7th 6 months	\$2.57 per hour	\$2.67 per hour	\$2.77 per hour	\$2.83 per hour
8th 6 months	\$2.75 per hour	\$2.85 per hour	\$2.95 per hour	\$3.01 per hour
Material Handler	\$0.92 per hour	\$1.02 per hour	\$1.12 per hour	\$1.18 per hour

Section 8. Contract Administration Trust Fund. Contract Administration Trust Fund contributions to be paid by each signatory Employer for each hour a worker receives pay, must be paid as follows:

Effective 5/1/22 \$0.18 per hour (\$0.10 per hour of total contribution is committed to Compliance “PATCAT”)

Section 9. Labor Management Partnership. Effective May 1, 2019 and for the duration of this Agreement, the Employer shall contribute for each hour or portion thereof, for which an employee receives pay, the following:

Effective May 1, 2022, the Labor Management Partnership Contribution (LMP) shall be six cents (\$0.06) per hour.

Effective January 1, 2026, there shall be an increase of four cents (\$0.04) per hour to the LMP Contribution for a total contribution of ten cents (\$0.10) per hour.

Section 10. Floor Labor Management Cooperation Committee. Effective May 1, 2022 and for the duration of this Agreement, the Employer shall contribute for each hour or portion thereof, for which an employee receives pay, the following:

Effective 5/1/22 \$0.04 per hour

Section 11. POLITICAL ACTION TOGETHER. A Political Action Together voluntary contribution of five (5) cents will be forwarded on behalf of the members to the Trust Fund Administrator and the Union will assume all responsibilities for the PAC deduction. Employers' party to this Agreement hereby agree to honor authorizations for check-off of political contributions from all employees who are Union members in the following form:

AUTHORIZATION FORM FOR CHECK-OFF POLITICAL CONTRIBUTIONS

I hereby authorize my Employer to deduct from my pay the sum of five (5) cents for each hour worked and to forward that amount to the PAT Political Committee, c/o International Union of Painters and Allied Trades (IUPAT), 1750 New York Avenue, N.W., Washington, D.C. 2006.

This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to 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 District Council No. _____ and/or Local Union No. _____ in writing of a desire to do so.

Name _____ Signature _____

Social Security Number _____

APPENDIX C
Tool List

All expendable items and tools other than those listed in Appendix C will be provided by the Employer.

Part 1. Carpet Tools:

Broom (Finishing)	26 oz. Hammer	6" Putty Knife
25' or 30' Tape Measure	or Plum Hatchet	Base Spreader 2½" 4" 6"
Utility Knife	4" Floor Scraper	Carpet Knife
Awl	Fox Tail (Hand Duster)	Hack Saw
5 in 1 Scraper	Rubber Mallet	4 Wheel Dolly
Carpet Tractor	Stair Tool	Base Shoe Lifter
Chalk Line	Carpet Scissors	Tool Box
Pliers	Wire Brush	Square Large & Small
Thomas Map Guide or GPS	Tin Snips	Carpet Trimmer
Standard Construction Boots	Glue Down	OSHA Compliant Extension Cord
Kicker	6' Carpet Straight Edge	Pig Tail Adapter
Cushion Back Cutter	Loop Pile Cutter	Hand Truck
Power Stretcher	Staple Hammer	
Downs Bar	Iron, Seam Weight	
Glass Cutter	Screw Driver 4-1	
100' Tape Steel (Metal)	Crescent Wrench	
Knee Pads	Tool Pouch	

Part 2. Hard Surface Tools:

Broom (Finishing)	26 oz. Hammer	6" Putty Knife
25' or 30' Tape Measure	or Plum Hatchet	Base Spreader 2½" 4" 6"
Utility Knife	4" Floor Scraper	Hack Saw
5 in 1 Scraper	Fox Tail (Hand Duster)	4 Wheel Dolly
Dividers	Wire Brush	2" Rounded Steel
Chalk Line	Metal Miter Box	Hand Roller
Pliers	Metal Miters	Base Shoe Lifter
Thomas Map Guide or GPS	Propane Gas Torch	Tool Box
Standard Construction Boots	Outside Corner Scribes	Square Large & Small
Wall Roller	Bar Scribe	Vinyl Tile Cutter
Hook Knife	6' Professional Straight Edge	OSHA Compliant Extension Cord
Under Scribes	Screw Driver 4-1	Pig Tail Adapter
100' Tape Steel (Metal)	Crescent Wrench	Hand Truck
Knee Pads	Tool Pouch	

Part 3. Combination Tools:

Broom (Finishing)	Knee Pads	Crescent Wrench
25' or 30' Tape Measure	26 oz. Hammer	Tool Pouch
Utility Knife	or Plum Hatchet	6" Putty Knife
Awl	4" Floor Scraper	Base Spreader 2½" 4" 6"
5 in 1 Scraper	Fox Tail (Hand Duster)	Carpet Knife
Carpet Tractor	Rubber Mallet	Hack Saw
Dividers	Stair Tool	4 Wheel Dolly
Chalk Line	Carpet Scissors	2" Rounded Steel
Pliers	Wire Brush	Hand Roller
Thomas Map Guide or GPS	Tin Snips	Base Shoe Lifter
Standard Construction Boots	Metal Miter Box	Tool Box
Wall Roller	6' Carpet Straight Edge	Square Large & Small
Kicker	Metal Miters	Carpet Trimmer
Hook Knife	Propane Gas Torch	Vinyl Tile Cutter
Cushion Back Cutter	Loop Pile Cutter	OSHA Compliant Extension Cord
Power Stretcher	Staple Hammer	Pig Tail Adapter
Downs Bar	Outside Corner Scribes	Hand Truck
Under Scribes	Iron, Seam Weight	
Glass Cutter	Bar Scribe	
Needles	6' Professional Straight Edge	
100' Tape Steel (Metal)	Screw Driver 4-1	