

FLOORCOVERING AGREEMENT

Between the

NEFCA

NORTHEAST FLOORING CONTRACTORS ASSOCIATION, INC.

(hereinafter referred to as the “Employer”)

and

FLOORCOVERERS LOCAL UNION 2168

(hereinafter referred to as the “Union”)

of the

NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS

of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Effective: September 1, 2016 through August 31, 2022

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We are
FLOORCOVERERS LOCAL 2168

Affiliate of the
NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS

As floorcoverers we build. We not only build our cities and towns, we help to build the future of our great nation. That responsibility means that our members need to be the most skilled, most motivated workers on the job site, and that our Brotherhood must be the most dynamic union in organized labor.

COLLECTIVE BARGAINING IS

Mutual cooperation between labor and management to achieve dependability and productivity and to promote the floorcovering industry in the interest of the consuming public.

TABLE OF CONTENTS

INDEX	ARTICLE	PAGE
Applicability of Agreement	XXXI	34
Apprentices	XIX	28
Breach of Agreement	XXIII	31
Carpenters Assistance Program	XXIX	33
Cities, Towns, Mileage (Zone Area Definition)		36
Conditions of Employment	XII	20
Discharge	XIV	22
Expiration	XXXII	35
Floorcovering Industry Improvement Fund	XVIII	27
Foreperson	X	18
Fringe Benefit Fund and Other Payment Provisions	XVI	23
Fund Report	XX	29
Grievance and Arbitration	XXIV	31
Holidays	VII	10
Jurisdictional Area	III	8
Management Rights	XV	23
Most Favored Nation Clause	XXVI	32
New Wood Frame Construction	XXX	34
Non-Union Competition	XXI	30
No Strike or Lockout Clause	XXII	30
Out of State Contractors	XXVII	33
Recognition	I	4
Regular Shift, Daily Shift and Weekly Hours, Shift Work	VI	9
Reporting Jobs	XXVIII	33
Saving Clause	XXV	32
Self-Employment	V	9
Special Conditions	XIII	21
Stewards Clause	IX	17
Tools, Safety Regulations	XI	19
Trade Autonomy	II	6
Union Security	IV	8
Wages, Overtime and Shop Work Rates	VIII	10
Working Dues Deductions	XVII	26

ARTICLE I
Recognition

Section 1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for its employees, coming within the classifications set forth in this Agreement. The Employer agrees not to enter into any agreement or contract, or any other arrangement, with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The Employer will not subcontract any work covered by this Agreement from or to a flooring contractor who is not signatory to the New England Regional Council of Carpenters or Floorcoverers Local Union 2168.

Section 2. With respect to all carpentry work, including flooring, to be performed on site, the Employer agrees that it will not subcontract the work to or from a flooring contractor who is not signatory to a collective bargaining agreement with the New England Regional Council of Carpenters.

If there is any violation of this Section, the Union shall have the right without qualification or limitation to terminate any agreement with the Employer by giving 30 days notice mailed, electronically and/or tele copied to the address on file.

- a) All work covered by the New England Regional Council of Carpenters collective bargaining agreements in Massachusetts (Locals Nos. 26, 33,40, 67, 107, 108, 111,218, 275,424,475,535, 624, 723,1121, 1305, and 2168), Rhode Island (Local No. 94), Connecticut (Local Nos. 24,43 and 210), New Hampshire (Local 118) and Maine and Vermont (Local 1996) shall be performed in accordance with the terms and conditions of the local area agreement in the area where the work is being performed. The obligation to perform work in accordance with the terms and conditions of those local area agreements ceases on the termination date of this agreement, August 31, 2022
- b) Employers shall be restricted in their employment of floorcoverers/carpenters to those floorcoverers/carpenters who normally work in the geographic area of the local union where the project is located.

Notwithstanding any language to the contrary in any area collective bargaining agreement for work in Massachusetts and Connecticut, Rhode Island, Maine, New Hampshire and Vermont, the Employer shall have the right to employ any carpenter who normally works within and of the six New England states pursuant to the following conditions:

The floorcoverers/carpenter employee has worked a minimum of three (3) weeks for the Employer in the previous five (5) months.

If the employer fails to notify a local union prior to commencing work on a project in that local's geographic jurisdiction, the Employer shall lose the mobility of manpower privileges for the duration of the project for the first violation and for 12 months on all projects for the second and subsequent violations, and the Employer shall be restricted in its employment of carpenters to those carpenters who normally work in the geographic area

of the local union where the project is located. This penalty may be appealed to the E.S.T. of N.E.R.C.C.

Section 3. In order to maintain status as an Employer, signatory to this Agreement, the following conditions must be met:

- a) The Employer must have a permanent business address such as a warehouse, store, office or combination thereof.
- b) The Employer and supervisory employees, not covered by this Agreement, shall not be permitted to work with the tools of the trade.
- c) The Employer may not have any apprentices until he or she employs at least three (3) journeypersons.
- d) In the event of an Employer having three (3) or more journeypersons and an Apprentice with less than six (6) months employment in the shop, the Apprentice will be the first one laid off for lack of work.
- e) The Union agrees not to enter into an agreement with an Employer that does not meet the requirements of this section. Under no circumstances shall the Union furnish members to Employers who are not signatory to this Agreement.
- f) The Employer must submit a copy of current Workers' Compensation Insurance Certificate, applicable in the state of Mass.

Section 4. The New England Regional Council of Carpenters and Floorcoverers Local Union 2168 and the Employers, hereby agree that, notwithstanding any provisions to the contrary in any other agreement to which the Union and the Employer are now party to or may become parties in the future, if the Employer circumvents and/or violates the collective bargaining agreement, including but not limited to the provisions concerning the payment of wages and benefits or the Article XXXI work preservation clause, the Union shall have the right to terminate any agreement with the Employer by giving thirty (30) days notice mailed, electronically and/or tele copied to the address on file.

Section 5. Duly recognized Council Representatives and any of the Representatives of Local Union 2168 or the New England Regional Council shall have the privilege of visiting Union members covered by this Agreement in the Employer's Shop or on the job site to conduct necessary Union Business, provided they do not disturb the employees unnecessarily while working. The Employer shall furnish any information relative to the location of any Employee on the job.

ARTICLE II
Trade Autonomy

Our claim of jurisdiction extends over the following:

Section 1. **Resilient Floors**—The term “Resilient Floors” shall and include all Vinyl Composition, Vinyl, Solid Vinyl, Linoleum, Rubber, Leather, Plastic, Asphalt and Cork, including but not limited to tile, sheet or rolled form and similar products including stair treads, risers, stringers, and, nosings, including all athletic flooring systems.

Section 2. **Carpet**—The term “Carpet” shall include all tufted, needle-punched, or woven flooring materials whether broadloom or tile including carpet cushion and artificial turf.

Section 3. **Wood**—The term “Wood” shall include pre-finished as well as unfinished wood flooring, wood block flooring, synthetic block flooring, bamboo flooring, laminate flooring and engineered wood composition flooring including all athletic flooring systems.

Section 4. **Wall Base**—The term “Wall Base” shall include vinyl and rubber as well as contoured wall base, quarter round, and shoe moulding.

Section 5. All Troweled, Poured, or Spray Applied Surfaces - including but not limited to epoxy, seamless composition floors and polished concrete.

Section 6. **Ceramic, Stone and Terrazzo**—The terms “Ceramic, Stone and Terrazzo” shall include glazed, unglazed, porcelain, quarry, glass, terracotta, agglomerate, concrete, metal, granite, marble, slate and stone.

Section 7. **Sink Tops and Cabinets**—The term “Sink Tops and Cabinets” shall include all Vinyl Composition, Solid Vinyl, Linoleum, Rubber, Leather, Plastic, Asphalt and Cork, whether in tile, sheet or rolled form and similar products including all metal trim and covering for the same.

Section 8. **Flooring sub-systems**—The sub-floor shall be considered part of the performance of the finished flooring system. Including but not limited to cementitious and gypsum underlayments, including self-leveling materials, plywood, sleeper systems, raised access flooring, resilient leveling systems, moisture/vapor barriers and mitigation systems, sound attenuation and crack suppression systems.

Section 9. **Transitions**—The term “Transitions” shall include all vinyl, rubber, plastic, wood, and stone, ceramic, metal, or other items used to join or terminate one type of the above material to an adjacent material. Transitions shall be considered part of the finished flooring system.

Section 10. **Removal & Disposal**— The terms “Removal & Disposal” shall include the tear up, chipping, scraping, and demolition of existing materials on the substrate which is required to be removed by hand or mechanical means. Includes the transportation of the removed material to a location as directed.

Section 11. **Handling**—The term “Handling” shall include the loading, unloading, hoisting, stockpiling, distribution, packing and unpacking of all the above materials including the various setting and finishing materials.

Section 12. **Preparation**—The term “Preparation” shall include all scraping, sanding, shot-blasting, scarifying, priming, filling, leveling, smoothing as well as moisture testing, relative humidity testing and Ph testing for all substrates to receive the above materials.

Section 13. **Installation**—The term “Installation” shall include the various installation methods of the above material types on floors, walls, decks, stairs, balconies, airports, stadiums and ceilings as well as measuring and layout, in conformance with the manufacturers installation instructions, the Carpet and Rug Institute CRI104-2002, Tenth edition, Standard for Installation Specification of Commercial Flooring, National Wood Flooring Association, National Oak Flooring Manufacturers Association, Maple Flooring Manufacturers Association, Resilient Floor Covering Institute, Tile Council of North America and The Marble Institute of America, as they may be revised and updated.

Section 14. **Scraping**—The term “scraping” shall include the collection and removal of all wastes generated from the installation of the above materials including crates, cartons, boxes, wrapping, pails, cartridges, paper, plastic, pallets, buckets, bags, and packing material. Includes the transportation of said wastes to a location as directed.

Section 15. **Finishing**—The term “Finishing” shall include the washing, waxing, sealing, staining, striping and lining, coating, refinishing, vacuuming, pile lifting, binding, surging, grouting, buffing or polishing, by hand or machinery and the protection by means of kraft paper, masonite or by whatever materials or method necessary of all the above materials.

Section 16. **Repairs**—The term “Repair” shall include cutting, patching, replacing, mending, re-adhering, re-stretching, refinishing and re-grouting of all the above materials.

ARTICLE III

Jurisdictional Area

The territorial jurisdiction of Local Union 2168 shall be the entire state of Massachusetts and the following towns in New Hampshire: Pelham and Salem.

ARTICLE IV

Union Security

Section 1. The Employer agrees that all employees covered by this agreement shall, as a condition of employment, become and remain members of the Union, in good standing. No worker shall be refused admittance and the right to maintain membership in the Union.

Section 2. All workers employed by the Employer for a period of seven (7) days, continuously or cumulatively, within the unit, covered by this Agreement shall, as a condition of employment, tender the full and uniform admission fees in effect to the Union. All workers accepted into membership shall thereafter maintain their membership in good standing in the Union as a condition of employment. An employer who hires a non-union member off the street must provide Local Union 2168 with written notice before the first

day of employment. The employer is responsible for providing union wages and benefit stamps during the first seven days before the employee decides to become a member of Floorcoverers Local 2168.

Section 3. In the event that a worker fails to tender the admission fee, or that a member of the Union fails to maintain his or her 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 terminate said individual within forty-eight (48) hours for failure to maintain continuous good standing in the Union, in accordance with its rules above, referred to in this paragraph, and the Employer shall terminate such worker at the end of such period.

Section 4. In the event that Union does not accept into membership any worker tendering the admission fee and the regular monthly Union fee, the foregoing paragraph shall not be applicable, provided, however, the Union may at any time thereafter, decide to take such worker into membership, in which case, said worker shall be required to tender full and uniform admission fees in effect in the Union, no later than seven (7) days following notification by the Union, and shall thereafter be required to maintain his or her membership, in accordance with 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 terminate the employment of such worker within forty-eight (48) hours.

ARTICLE V
Self-Employment

Section 1. Employees will not accept any employment, at any time, in the trade at a wage, including benefits, lower than the rate provided by this Agreement. The Union agrees to invoke penalties against its members who make installations as “piece work” or as self-employers.

Section 2. Employees will not work for any Employer who is not signatory to this Agreement.

ARTICLE VI
Regular Shift, Daily Shift and Weekly Hours, Shift Work

Section 1. Eight (8) hours shall constitute a regular day’s work performed between the hours of 6 A.M. and 4:30 P.M. on Monday, Tuesday, Wednesday, Thursday and Friday.

Section 2. Forty hours, as herein-specified daily, shall constitute a regular workweek.

- a) On alteration work in occupied areas where work is not permitted during the regular work hours, the work day may start at any hour of the day provided permission is obtained from the Council Representative. Payment shall be at 20% above the straight time wage rate for 8 hours worked.
- b) The employer requesting an alteration permit will furnish sufficient information to the Council Representative during the Bidding process, (at least two (2) full business days before the bid is due,) of the circumstances surrounding the job.

- a. This would include such things as the name and location of the job, the scope of the job, plus the names (if known) of the other bidders.

Section 3. Shift work must be requested pre-bid and may be permitted at the sole discretion of the Local Union or the Regional Council Representative:

- a) Where a job has more than one (1) eight (8) hour shift in any on twenty-four (24) hour period, Floorcoverers will not be permitted to work more than one (1) shift in any one (1) work day.
- b) All employees on shift work shall receive a full normal workday's pay.
- c) Seven (7) hours' work shall constitute the shift work period during the second or third shift, following the regular work day. The second shift shall begin within one-half hour of the end of the regular workday. The third shift shall begin within one-half hour of the end of the second shift period. There shall be one-half hour lunch periods at the midpoints of the second and third shifts.
- d) Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the applicable overtime rate.
- e) No shift work will be permitted for less than two (2) consecutive regular workdays.
- f) When an Employer wishes to employ floorcoverers for the second or third shift period, he shall notify the Union, within twenty-four hours, prior to the shift.

ARTICLE VII Holidays

Section 1. The legal holidays to be observed are New Year's Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Section 2. Any holiday named in Section 1 of this Article shall be observed on the day designated by the Legislature of the Commonwealth of Mass. Any holiday that falls on a Sunday will be observed on a Monday.

Section 3. Floorcoverers who utilize sick time earned pursuant to Massachusetts G.L.c. 149, Section 148C. shall be paid at their regular straight time rate of pay without fringe benefits regardless of the day of the week taken.

ARTICLE VIII Wages, Overtime and Shop Work Rates

Wages = \$9.60 over a six year period effective September 1, 2016 to be dispersed over a total of Twelve (12) six month increments.

Section 1. Wages- The rate of wages per hour, for all Journeyman Floorcoverers covered by this Agreement working within the territorial jurisdiction of this Agreement as outlined in Article III, including those journeymen floorcoverers performing renovation, rehabilitation or alteration on existing wood frame buildings, shall be:

Floorcoverers Local 2168 CBA 9/1/16-3/31/XX

ZONE 1

<u>DATE</u>	<u>TOTAL</u>	=	<u>WAGES</u>	<u>H</u>	<u>P</u>	<u>A</u>	<u>NECTF</u>	<u>CLMP</u>	<u>FIF</u>	<u>CITF</u>
9/1/2016	\$71.84		\$42.65	\$9.90	\$9.00	\$8.80	\$0.50	\$0.67	\$0.20	\$0.12

<u>VAC</u>	<u>ASSMNT</u>
\$1.33	\$1.84

<u>DATE</u>	<u>TOTAL</u>	=	
3/1/2017	\$72.64	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2017	\$73.44	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2018	\$74.24	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2018	\$75.04	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2019	\$75.84	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2019	\$76.64	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2020	\$77.44	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2020	\$78.24	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2021	\$79.04	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2021	\$79.84	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2022	\$80.64	=	(+ \$0.80 TO BE ALLOCATED)

ZONE 1I

<u>DATE</u>	<u>TOTAL</u>	=	<u>WAGES</u>	<u>H</u>	<u>P</u>	<u>A</u>	<u>NECTF</u>	<u>CLMP</u>	<u>FIF</u>	<u>CITF</u>
9/1/2016	\$69.53		\$40.34	\$9.90	\$9.00	\$8.80	\$0.50	\$0.67	\$0.20	\$0.12

<u>VAC</u>	<u>ASSMNT</u>
\$1.33	\$1.79

<u>DATE</u>	<u>TOTAL</u>	=	
3/1/2017	\$70.33	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2017	\$71.13	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2018	\$71.93	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2018	\$72.73	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2019	\$73.53	=	(+ \$0.80 TO BE ALLOCATED)

Floorcoverers Local 2168 CBA 9/1/16-3/31/XX

9/1/2019	\$74.33	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2020	\$75.13	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2020	\$75.93	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2021	\$76.73	=	(+ \$0.80 TO BE ALLOCATED)
9/1/2021	\$77.53	=	(+ \$0.80 TO BE ALLOCATED)
3/1/2022	\$78.33	=	(+ \$0.80 TO BE ALLOCATED)

ZONE III

<u>DATE</u>	<u>TOTAL</u>	=	<u>WAGES</u>	<u>H</u>	<u>P</u>	<u>A</u>	<u>NECTF</u>	<u>CLMP</u>	<u>FIF</u>	<u>CITF</u>
9/1/2016	\$58.14		\$33.56	\$8.26	\$9.00	\$6.00	\$0.40	\$0.72	\$0.10	\$0.10
			<u>ASSMNT</u>							
			\$1.50							

<u>DATE</u>	<u>TOTAL</u>	=	(+ \$1.00 TO BE ALLOCATED)
3/1/2017	\$59.14		(+ \$1.00 TO BE ALLOCATED)
9/1/2017	\$60.14	=	(+ \$1.00 TO BE ALLOCATED)
3/1/2018	\$61.14	=	(+ \$1.00 TO BE ALLOCATED)
9/1/2018	\$62.18	=	(+ \$1.04 TO BE ALLOCATED)
3/1/2019	\$63.22	=	(+ \$1.04 TO BE ALLOCATED)

Western MA carpenters contract expires August 31, 2019, Zone III will match the new rates of that agreement through the expiration of this agreement.

a) Definition of Abbreviations used in Article VIII:

Health:	Health Fund
Pension:	Pension Fund
Annuity:	Annuity Fund
NECTF:	New England Carpenters Training Fund
CLMP:	Carpenters Labor Management Program
CITF:	Carpenters International Training Fund
FIF:	Floorcovering Industry Improvement Fund
DUES:	Working Assessment, deducted after taxes
VAC:	Vacation, deducted after taxes

- b) Local Union 2168, of the New England Regional Council, shall have the option to divert money from wages to any of the Funds provided for in the Agreement upon sixty (60) days prior written notification to the Employers and Association Members signatory hereto. The Union shall have the right, on 60 days notification, to reallocate benefits from one fund to another with the exception of the FIIF Fund.

Section 2. All work Monday through Friday from hours of 6:00AM to 4:30PM will consist of a regular day's work. All work performed outside the regular work hours or shift hours including the 9th hour through the 12th hour shall be paid at one and one half (1 1/2) the basic rate Monday through Friday, except that for an eight (8) hour shift that commences/concludes after 4:30PM, all hours after the 8th hour shall be paid at double time. All work Monday through Friday beyond the 12th hour shall be paid at double time the basic rate. Saturdays will be paid at time and one half (1 1/2) the basic rate, after the 8th hour double shall be paid. Sundays and Holidays will be paid double time.

Section 3. If overtime is performed, it shall be done by the floorcoverers working on the job prior to the overtime, except that Article IX Stewards Clause, supersedes this section.

Section 4. When it is urgently required to employ floorcoverers on Saturday, Sunday and holidays, the Employer shall notify the Council Representative, job or shop steward. The Union shall be notified when any overtime is to be worked on any regular workday, Monday through Friday, Saturday, Sunday and holidays.

Section 5. On prevailing wage rate jobs, where there is a scheduled contractual wage increase which has not been included in the prevailing wage rates provided to all bidders, the Employer shall be permitted to work at the posted wage rate for a period not to exceed twelve (12) months from bidding date; provided, however, that the Employer shall be required, regardless of the posted rate, to pay the contractual rate for all fringe benefits.

Section 6. Shop work shall be paid for at the basic and overtime wage rates, as specified in this Agreement, for regular floorcoverers.

Section 7. Work to be performed during regular lunch hour time shall be paid at two (2) time the basic wage rate, and employees involved shall have one-half hour for lunch. Lunch will be mandatory in between the hours of 11:00 A.M. and 1:00 P.M.

Section 8. (a) Checks are to be made available or delivered to the jobsite by 3:00 p.m. on payday. Floorcoverers are to be paid weekly and, in no case, shall more than three (3) days pay be withheld. Payment may be made by company payroll check or direct deposit along with electronic benefit receipts not later than Thursday, except that the payment is to be made no later than Wednesday, when a holiday falls on Thursday. If the employee does not have a bank account, payment will be made by check.

- b) When a payment is made by check, the Employer shall make suitable provisions locally for cashing of checks without charge to the employee. The Union may require an employer to pay in cash whenever a check is not honored, or when there is sufficient evidence of the inability of the Employer to meet his financial obligations under this Agreement.

- c) The Employer, when paying by check, or direct deposit shall have a detachable stub to be retained by the employee. The Employer shall include, on the check stub, the pay envelope, and/or electronically the following information:
- a. Name of Employer
 - b. Name/Identification of Employee
 - c. Numbers of hours worked
 - d. Social Security Deduction
 - e. Federal Withholding Tax Deduction
 - f. State withholding Tax Deduction
 - g. Working Dues Deduction
 - h. Net Pay of Employee
 - i. Dates covered by pay
 - j. Vacation Deduction

The Employer shall furnish to each Employee, a statement in writing, giving the period of his employment and his gross earnings upon a written request of the employee, within thirty (30) days. Floorcoverers shall not be required to fill out any forms whether before or after being hired except those required by Federal and State Laws, and forms for direct deposit, provided they have a bank account.

Section 9. Floorcoverers, who are not paid as per Section 8 (a), shall be paid for the waiting time at the regular straight time rate plus benefits.

Section 10. Floorcoverers, who voluntarily quit, are to be paid no later than the first Regular payroll day following.

Section 11. If an Employer, signatory to the Agreement, pays an employee, other than the foreman, over scale, then he shall pay all employees over-scale for the duration of this job.

Section 12. Notwithstanding the above, the Employer may, upon notification to the Council Representative, work four (4) ten (10) hour days, Monday through Friday at straight time, provided that a fifth day, if worked, shall be at least eight (8) hours long. Hours in excess of forty (40) hours for the week shall be paid for at time-and-one-half (1 1/2) the basic wage rate.

Section 13. There shall be no payroll deductions made on reimbursed expenses.

Section 14. If on a particular project an Employer is not required to make contributions to the Floorcovering Industry Improvement Fund and if the Employer decides not to make contributions in the amount set forth in this Agreement to the Carpenters Labor Management Program, or the Floorcovering Industry Improvement Fund, the Employer shall be required to make contributions in those amounts as an additional payment to the New England Carpenters Training Fund. On PLA jobs the contractor shall contribute to all Funds identified in Article VIII, Section 1.

ARTICLE IX
Stewards Clause

Section 1. The Council Representative shall furnish or appoint or remove a steward for a job or a shop when the Council Representative deems it necessary. It is compulsory that the steward shall work and that he/she shall be qualified to perform the work to which he/ she is assigned and that he or she shall not be discriminated against or discharged for the performance of his or her duties as steward. The steward shall be allowed to see that proper care and attention has been given to any floorcoverer employee taken sick or being injured on the job and to properly take care of his or her tools without loss of pay.

Section 2. The union agrees to have all stewards INSTALL Certified.

Section 3. The Council Representative shall have the immediate right to furnish or appoint a steward whenever work covered by this Agreement is being performed. In all circumstances, no matter whether the first floorcoverer foreman is employed by a general contractor or by a subcontractor, the second floorcoverer employed shall be the steward. The steward may be assigned to the General Contractor on the project with the prior approval of the Council Representative, which shall not be unreasonably withheld, so long as the general contractor does not employ any floorcoverer on its payroll except for a floorcoverer foreman. However, the general contractor shall have the ultimate responsibility to make certain that a steward is present when required by this Article. Said steward shall be the only steward on the project and be a working steward. The steward shall be notified twenty-four (24) hours before he or she is to be laid-off, except when he or she is the last floorcoverer on the job with the exception of the foreman when the foreman is performing punch list work only.

In the event of additional shifts the Council Representative, at his or her discretion, may require the steward to work a maximum of two (2) hours, or he or she may furnish or appoint a steward for the additional shifts.

Section 4. In the event of a total temporary layoff, the steward will be the first, after the foreman to be recalled. The Business Representative shall be notified to recall the steward so that in case the steward is unavailable to return to the job or shop, he or she will be replaced by the Business Representative.

Section 5. The steward shall be permitted time to investigate any floorcoverer grievance, on his or her job or shop during working hours, with no loss of pay. Upon notification of the employer, the steward may leave his or her job to investigate a grievance on a different jobsite.

ARTICLE X
Foreperson

Section 1. Subject to the provisions of Article IV of this Agreement, forepersons of Floorcoverers shall be members of the United Brotherhood of Carpenters and Joiners of America, and be competent to properly handle the employees and the work and collect time cards. He or she, when supervising three (3) or more employees, shall receive a minimum of three dollars and twenty-five cents (\$3.25) more per hour than the basic wage rate for journeyman floorcoverers.

Section 2. The employer agrees to employ only forepersons and journeypersons that are INSTALL Certified, for the work they are currently performing, provided an INSTALL certification is available.

ARTICLE XI Tools, Safety Regulations

Section 1. It is recommended by the Employer, that floorcoverers remove their personal tools and belongings daily, on the Employer's time.

Section 2. All power driven tools, power actuated tools, special tools, consumable tools such as blades, trowels, but not limited to and equipment not normally carried by the floorcoverer shall be furnished by the Employer.

Section 3. All power tools or special equipment shall be equipped with all necessary protective devices designed to protect the operators at all times.

Section 4. In the event of fire, or in the event of theft resulting from forcible entry (where there is evidence of such forcible entry), the contractor shall be responsible for loss of tools and personal belongings of floorcoverers, subject to the following conditions:

In the event of such loss, the contractor shall be responsible for the actual fair replacement value of the tools and/or personal property so lost but not more than the sum of \$500.00 for each employee. Any Floorcoverer requesting reimbursement for any such loss must furnish a detailed inventory under oath before being entitled to reimbursement. At any time, the contractor shall have the right to ask for and the floorcoverer must furnish a list of his tools at the job site.

Section 5. All work performed by Employers and Employees signatory hereto, shall Comply with all local, State and Federal laws. The Employer and Employees shall abide by the federal Williams-Steiger Occupational Safety and Health Act, as it applies to building construction.

The employee shall wear all safety equipment required by local, State and Federal laws. Failure of any employee to wear such equipment as instructed by the Employer may result in discharge.

Section 6. It shall be the responsibility of the Employer to be certain that any floorcoverer in his employ who is to use any power actuated tools such as "Ramset," "Stud Driver," etc., shall have a permit for the use of such tools as prescribed by the Massachusetts Department of Labor and Industries (Industrial Bulletin No. 22).

ARTICLE XII Conditions of Employment

Section 1. On any day when a floorcoverer is scheduled to work and reports to work and is competent, at the beginning of the shift, without having been properly notified not to report, he or she shall be entitled to employment or pay for at least four (4) hours. However, on the first and last day of the job the member that works beyond the fourth (4th) hour, that member will collect six (6) hours pay and after the sixth (6th) hour that member

will collect eight (8) hours pay. In the event a floorcoverer is requested to remain on the job site, he or she shall be paid for all waiting time at the applicable rate for four hours, whichever is greater.

Section 2. If at the end of a job shift the member is not notified of new location or whether the member is reporting to the same job, the member will report to the same job location where he or she ended their day. The employer, through appropriate notification may contact the member for a new job location over the weekend or after job shift. If not the member shall report to the last job he or she worked at.

Section 3. Floorcoverers requested by the Employer to wear special protective devices shall have such devices provided by the Employer, at no expense to the floorcoverer. Such devices must be hygienic.

Section 4. Any Employee engaged in the performance of work where damage to his or her clothes could result, from their being exposed to chemical action, shall be furnished suitable protective clothing by his or her employer, at no cost.

Section 5. There shall be no lost time on the day of injury, when medical attention is required for a floorcoverer on the Employer's job, provided the employee submits a note from the doctor or clinic stating that the employee cannot work that day. If a floorcoverer, while working on the job, is required after the first day, to visit the employer's insurance carrier's clinic or doctor for treatment, he or she shall be paid for the time involved, not to exceed two (2) hours at his or her normal straight time rate of pay, unless a longer period of time has been previously agreed to by his or her employer.

Section 6. All floorcoverer employees must be insured under the Workers' Compensation Act and the Massachusetts Employment Security Act.

Section 7. The Employer shall comply with all provisions of OSHA Regulation 1926.51, with particular reference to sections 1926.51 a (Drinking Water) through 1926.51c (Toilets). Said toilets shall be heated during inclement weather.

Section 8. A coffee break, not to exceed ten (10) minutes, shall be allowed each morning and each afternoon and the relative period of any extra shift overtime granted. One member of the Union from each crew shall be allowed to get the refreshments in properly covered containers and the men and women shall not leave the place of work. The break shall start when the refreshments are brought to the place of work.

Section 9. No floorcoverer shall be discriminated against because of age, race, color, religion, sex or national origin.

ARTICLE XIII Special Conditions

Section I. Any floorcoverer who is sent to work where he or she is required to remain overnight, shall be paid an amount sufficient for room and travel time, mileage and will receive a daily meal allowance of up to \$45.00. The member shall provide the Employer with appropriate meal receipts. All members are entitled to collect miles and travel time while working outside their jurisdiction.

Section 2. Floorcoverers shall be paid travel expenses within the state of Massachusetts under the following conditions. For travel expense purposes, the state will have two points of reference with a “35 mile free zone”. All shops located in Worcester County and east will reimburse all floor coverers for traveling beyond 35 miles of the intersection of I90&I95 (2345 Commonwealth Avenue, Newton, MA will be used as the address to measure mileage). All shops located west of Worcester County will reimburse all floor coverers for traveling beyond 35 miles of the intersection of 191 & Route 9 (400 Bridge Street, Northampton, MA 01060 will be used as the address to measure the mileage).

Section 2A. Any floorcoverer traveling over one (1) hour from either the eastern point of reference for eastern shops or one (1) hour from the western point of reference for western shops, shall be paid an amount equivalent to the straight time rate for time over one (1) hour spent traveling, but not to exceed eight (8) hours in a twenty-four (24) hour period.

Section 2B. Any floorcoverers traveling outside the state of Massachusetts shall be compensated full mileage from either the eastern point of reference for eastern shops or the western point of reference for western shops in accordance with the Internal Revenue Service rate per mile. Travel time shall also be paid when traveling over one (1) hour from said reference points.

Section 2C. Mileage for travel shall be compensated for in accordance with the current Internal Revenue rate. The official guide for mileage and travel time will be MapQuest or equivalent online.

Section 3. There will be a \$30.00 parking allowance per job, per day (with verifiable proof of payment, when submitted to Employer within 21 days) for any city covered by this agreement.

Section 4. Any elevators, which are being used for personnel, shall be made available for the use of the floorcoverer employees.

Section 5. Floorcoverers who are sent to work on any of the Islands in Boston Harbor, where the only means of transportation is by boat, shall be paid as travel expense an amount of two (2) hours pay each day at the regular rate, except where the Employer elects to transport the men or women to and from the mainland within the hours of the shift as defined in this Agreement, in which case floorcoverers shall not be entitled to the additional two (2) hours compensation daily, but shall receive a full shift’s pay.

Section 6. Floorcoverers who leave the dock in Boston or any other location to go to work on the Islands in Boston Harbor, Martha’s Vineyard or Nantucket, but who are unable to work through no fault of their own, shall be paid travel expense of an amount equivalent to the regular rate for the time that has elapsed, until they are brought back to the same dock, or its equivalent place, as a means of reaching the mainland and from which place, they shall be able to reach their homes as usual. However, a minimum of four (4) hour’s pay, including travel expense shall be paid floorcoverers on such occasions.

ARTICLE XIV
Discharge

Section 1. Floorcoverers who are laid off or discharged must be notified one (1) hour prior to severance, in order that they may properly prepare to leave or be given one (1) hour's additional pay in lieu of proper notice.

Section 2. The Floorcoverer must receive full payment of wages and up to date benefit stamps when laid-off or discharged except if stamps are not available at time of layoff from the Collection Agency they shall be furnished within twenty-four (24) hours. Also, he or she will be furnished a discharge slip as provided in Regulation 30-2 (11), of the Department of Unemployment Assistance on UDA Form 0590A or as otherwise authorized and given a true copy of the Employer's full company name and its proper address for his personal record and use (unemployment claims).

ARTICLE XV
Management Rights

The management of the Employer's work and business and the direction of the work force, including the right to hire, suspend, dock time, or discharge for proper cause, including but not limited to dishonesty or "beating time" and the right to relieve employees from duty because of lack of work or other reasons, is vested exclusively in the Employer; provided, however, that this shall not be exercised for the purpose of discrimination against any employee due to his or her Union Membership or in any manner contrary to the provisions of this Agreement.

ARTICLE XVI
Fringe Benefit Fund and Other Payment Provisions

Section 1. Trust Agreements and Other Provisions— Each Employer subscribes to and agrees to be bound by the provisions of the various Agreements and Declarations of Trust, as originally adopted and amended from time to time, referred to herein as "The Funds: and ratifies and approves all actions of the Trustees within the scope of said Trust documents of the Funds:

New England Carpenters Health Benefits Fund (Health).
New England Carpenters Pension Fund (Pension).
New England Carpenters Annuity Fund (Annuity).
Carpenters International Training Fund (CITF).
Carpenters Labor Management Program (CLMP).
New England Carpenters Training Fund (NECTF).
National Labor Management Program (NLMP).
Vacation (VAC).

And also agrees to be bound by the following other payment provisions:

Floorcovering Industry Improvement Fund (FIIF).
Working Dues Deduction (Dues).

Section 2. Weekly Electronic Benefit Receipts — Each Employer shall make all Fund contributions and worked dues deductions utilizing the electronic benefit program. The benefit program to be utilized by each Employer will provide for the purchase of electronic benefit receipts by Employers, which are due and to be tendered to the employees with their payroll checks, for the same hours as covered by the payroll check, for each hour worked representing monies due to the Funds and dues deductions as provided for in Article VIII. All Employers will be required to remit contributions to the Funds using the “Point, Click, Remit” program.

The parties have established a non-profit agency, the New England Carpenters Central Collection Agency (NECCCA), whose purpose shall be to perform the collection, auditing and related activities for the Funds. The agency shall be directed equally by Union and Employer designees.

Section 3. Violation of Agreement—Failure to contribute to these Funds or failure to provide electronic benefit receipts to employees on a weekly basis as required by this agreement shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to these Funds be made on a current basis by all Employers. No payments — No Floorcoverers — In the event an Employer fails to make current payments to the Funds, the Union shall have the right to strike said Employer immediately and any employees removed for this reason, shall be paid for their lost wages, up to a maximum of ten (10) days. Payments must be brought current before said Employer may resume any work covered by this Agreement.

Section 4. Interest—Any delinquent Employer shall be required to pay to the Funds, interest at a reasonable rate established by the Board of Trustees from the date when payment was due (payday) to the date when payment was made, if said payment is made more than 10 days after the due date. In order to avoid interest, the work report must be fully and completely paid. Partial payments do not release the work report, and so, the date of a partial payment is not the true payment date. Unpaid interest will be subject to collection policies adopted by the Board of Trustees, up to and including litigation. If legal action is necessary, the Employer shall be liable for, in addition to delinquent payment and late interest due, as described above, twenty percent (20%) liquidated damages, reasonable attorneys' fees, and any other costs of this action.

Section 5. Audit—The Employers shall make all reports, on contributions required by the Funds, on forms furnished by the Funds or their authorized representatives. The Trustees or their authorized representatives, upon reasonable notice, may examine, or in the case of an Employer that does not have an office in New England, receive electronically in a secure form, the pertinent payroll records of any Employer, including, but not limited to, all quarterly and yearly payroll tax returns, payroll listings, payroll records, individual earnings records checks. Cash disbursements, journals, and general ledgers may also be examined, whenever the Trustees of the funds deem such examination necessary in their sole discretion. The trustees' authorized representatives in connection with the proper administration of the Funds may implement such examinations. The expense of such audit of an Employer's records shall be borne by the Funds. However, if discrepancies are found, the expense of audit may, under rules and regulations adopted by the Trustees of each Fund, be charged against the Employer. If the expense of an audit charged against the Employer

is not paid by the Employer within thirty (30) days after written notice from the Funds, or their authorized representatives, the Funds may take action, including, but not limited to, disallowing any future purchases of fringe benefits and/or court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and administration fees at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection or such audit expense, interest and administration fee. In the event that the Funds or their representative shall incur attorneys' fees or other expenses, in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charges against such employer, regardless of whether the Employer shall have been delinquent in contribution to the Fund, for the period of the audit.

Section 6. Benefits—The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

Section 7. New Federal Health Insurance Law—In the event that a federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article XXIV at the request of either party; provided the Arbitrator shall not be permitted to increase the cost to the Employer.

Section 8. Notwithstanding any other provision of this Agreement, for the purpose of the provisions of this Article 10, Fringe Benefit Fund and Other Payment Provisions, and other provisions of the Agreement regarding contributions by the Employer to the NECCCA and for such purpose only, persons in the employ of an Employer who are classified by the Employer in writing on forms supplied by the NECCCA as Carpenter Superintendents, Estimators or other non-carpenter employees who previously worked as carpenters under the collective bargaining agreement, shall be members of the bargaining unit and shall be covered by this section. Membership in the bargaining unit will also be established by the Employer commencing to make contributions to the NECCCA on behalf of those employees in accordance with this Section 9. The "Carpenter Superintendents, Estimators and other non-carpenter employees" shall be limited to persons who previously worked as carpenters under the collective bargaining agreement and who are currently members of the Union and working as superintendents or estimators or in other non-carpenter positions and classified by the Employer in writing as such. Contributions for hours worked by these employees shall be subject to the administrative rules of the individual funds identified in Section 1 of this Article 10 regarding acceptance or return of contributions as each Fund may deem necessary to protect its status for tax purposes, reporting of contributions and auditing of payroll records.

a. An Employer who chooses to provide coverage to some or all of these employees shall be obligated to contribute to all funds and programs identified in Section 1 of this Article 10. This includes the Health Benefits, Pension, Annuity, Apprentice and Training, NECTP, Vacation, NECLMP, and UBC Funds.

b. A carpenter superintendent, estimator or other non-carpenter employee must be a member of the bargaining unit and working as such.

c. If a carpenter superintendent, estimator or other non-carpenter employee is paid HOURLY, his/her employer must contribute to all Funds on ALL of his or her hours of work in covered employment. For hourly-paid employees, contributions on non-working hours such as paid vacation are not required.

d. If a carpenter superintendent, estimator or other non-carpenter employee is paid a SALARY, his/her employer must contribute to all Funds on 160 hours for each calendar month or, for an employer required to contribute weekly, on 40 hours for each week but not more than 480 hours for any calendar quarter. In any case, the maximum payment is 1920 hours a year. It does not matter if the salaried employee works more or less than 160/40 hours, or takes paid vacation or sick time, or works only part of a month/week, payment on the fixed number of hours is required.

e. It is understood that payment of contributions are not required for superintendents, estimators or office employees who are on Workers Compensation unless such contributions are required by law.

f. There shall be no duplication of contributions for any hours of employment for any superintendent, estimator or office employee.

g. A form provided by the NECCA must be filed annually by the Employer to list each carpenter superintendent, estimator or office employee the Employer chooses to cover.

h. A carpenter superintendent, estimator or other non-carpenter employee's participation in all the Fringe Benefit Funds including the Pension, Health and Annuity Funds shall be subject to the rules and regulations adopted by each Fund's Trustees and to all the terms and conditions of the applicable Plan documents.

If the Employer so elects, superintendents, estimators, or any member of management participating in the New England Carpenters Benefit Funds described in this Agreement shall be guaranteed a minimum of 160 hours per month of benefits, subject to the rules of the Funds.

If the Employer elects to contribute on behalf of an owner/employee, the Employer shall contribute for that owner/employee in accordance with the rules and policies adopted by the Board of Trustees.

Once an employee has been classified in writing by the Employer as a covered superintendent, or once the Employer has commenced making contributions to the NECCA on behalf of such employee, the obligation to contribute to the NECCA shall exist and remain in effect, unless revoked in writing by the Employer. Once an employee's coverage is revoked, contributions cannot be resumed on behalf of that employee unless the employee returns to covered employment.

ARTICLE XVII
Working Dues Deductions

Section 1. It is agreed that the Employer shall deduct the amount shown in Article VII, Section 1 or any other amounts subsequently and lawfully decided, from the net wages after taxes for each and every hour worked by all employees covered by or receiving benefits provided for in this Agreement, for all jobs falling within the jurisdiction of this Agreement. All such deductions shall be reported using the Electronic Benefit Program, along with the Apprentice Fund, provided for in this Agreement.

Section 2. The Union shall indemnify and hold harmless the Employer from any claim arising under this Article, including the furnishing of Counsel to defend against any such action.

Section 3. Any Employer who fails to send the payments weekly using the Electronic Benefit Program shall be considered in violation of this Agreement.

Section 4. The Employer shall deduct 2.5% of the total package at straight time paid to an individual Floorcoverer (or any other amount subsequently and lawfully decided) for each hour paid for by each Floorcoverer working within the jurisdiction of this Agreement. A foreman or superintendent shall pay 2.5% of the journeyperson's total package as dues assessment for each hour paid.

ARTICLE XVIII
Floorcovering Industry Improvement Fund

Section 1. **The Fund**—There shall be established a Trust known as the Floorcovering Industry Improvement Fund, referred to herein as the "Fund". The Fund shall be administered solely and exclusively by Trustees appointed to the provisions of the Trust instrument.

Section 2. **Payments**—Each Employer agrees to pay the amount set forth in Article VIII, to the Fund for each hour worked by each of its employees covered by this Agreement.

Section 3. **Purposes**—The Fund will be used by its Trustees only for the following express purposes:

- a) Manpower recruitment and training
- b) Education
- c) Safety and accident prevention
- d) Public relations
- e) Equal Employment
- f) Intra-industry relations
- g) Market development
- h) Market research
- i) Information services

within the building construction industry for the mutual benefit of Employers and their Employees.

Section 4. Prohibited Purposes—The Fund shall not be used for any of the following expressly prohibited purposes:

- a) Lobbying in support of anti-union legislation.
- b) Supporting litigation before a court or any administrative body against the union or any of its agents.
- c) Subsidizing contractors during a period of work stoppages or strikes.

Section 5. Annual Audit—As part of the administration of the fund there shall be an audit of the Fund by an independent certified public accountant. A copy of the audit shall be made available to all signatories hereto and the union.

ARTICLE XIX
Apprentices

Section 1. Employer contributions shall be used exclusively for the training and education of apprentices and journeypersons up-grading skills and for administrative costs of the Joint Apprenticeship Committee.

Section 2. The ratio of apprentices to journeypersons, within the employ of an Employer, shall not exceed one (1) apprentice to three (3) journeypersons floorcoverers; provided, however, that on any given job, the ratio of apprentices to journeyperson, measured on the basis of the total man-hours worked by apprentices and journeyperson on the job as a whole, shall not exceed one (1) apprentice to one (1) journeyperson floorcoverer.

- a) The Union assigns the apprentice to the Employer. Apprentices shall continue to have the right to solicit work from individual Employers and to accept such work and the Employer retains its right to solicit and employ individual apprentices knowing them to be such and in accordance with Union appointment.
- b) No Employer shall lay off an apprentice for lack of work without giving at least a twenty-four (24) hour prior notice to the Joint Apprenticeship Committee, in the area where work is performed.

Section 3. Both parties agree to comply with the Standard of Apprenticeship as established by the New England Carpenters Training Fund, for the training of Apprentice floorcoverers as applicable under this Agreement.

Section 4. Wage rate schedule for Floorcoverer Apprentices:

First 750 hours	= 50%	Fifth 750 hours	= 70%
Second 750 hours	= 55%	Sixth 750 hours	= 75%
Third 750 hours	= 60%	Seventh 750 hours	= 80%
Forth 750 hours	= 65%	Eighth 750 hours	= 85%

Floorcoverers Local 2168 CBA 9/1/16-3/31/XX

The Employer shall make the following annuity contributions for all apprentices:

- 1st year 20%
- 2nd year 40%
- 3rd year 60%
- 4th year 80%

of the journeyman annuity contribution.

First year apprentices will not receive pension contribution.

Work assessment will be based on 2.5% of the total package paid to the apprentice based on their level of completion or any other amounts subsequently and lawfully decided. School hours at the training center will count towards hours needed by an apprentice towards the next increase.

Section 5. Employers agree to allow apprentices to collect unemployment benefits while at the training center. The term of apprenticeship shall be four (4) years.

Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for re-training. Said Employee shall be granted advanced in the Apprenticeship Program on the basis of his or her demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which he or she is assigned, as mutually agreed upon by the Employer, Employee and the Union.

Section 7. At no time shall an apprentice act as a foreman.

**APPRENTICE RATE
EFFECTIVE September 1, 2016**

STEP	ZONE I	ZONE II	ZONE III
50%	\$21.32	\$20.17	\$16.78
55%	\$23.46	\$22.19	\$18.46
60%	\$25.59	\$24.20	\$20.14
65%	\$27.72	\$26.22	\$21.81
70%	\$29.86	\$28.24	\$23.49
75%	\$31.99	\$30.26	\$25.17
80%	\$34.12	\$32.27	\$26.85
85%	\$36.25	\$34.29	\$28.53

**ARTICLE XX
Fund Report**

A certified audit shall be submitted to the Associations signatory hereto at the end of each fiscal year for review on status of all funds provided for in this Agreement. Upon request, a copy of the Summary Audit, of all the Funds provided for in this Agreement, shall be available to all Association Members, who are signatory.

**ARTICLE XXI
Non-Union Competition**

The Union recognizes the threat of non-union competition and will do all possible to promote Union Construction, including holding pre-bid and/or pre-job conferences on an individual basis to mutually agree on ways to enable Union Employers to be more competitive with non-union employers.

**ARTICLE XXII
No Strike or Lockout Clause**

It is mutually agreed that there shall be no strike authorized by the Union and no lockouts authorized by the Employer, except for:

1. Failure of Employer to provide Workers' Compensation Coverage.
2. Failure of the Employer to pay unemployment contributions.
3. Failure of the Employer to make weekly contributions to any of the "Funds" or make dues or vacation funds deductions provided herein.
4. Refusal of either party to submit to arbitration in accordance with Article XXIV or failure on the part of either party to carry out the Arbitration award.
5. The failure of the Employer to pay wages and benefits stamps on a weekly basis.
6. The failure of either party to comply when required with a decision for the particular job made in accordance with the plan for jurisdictional procedures. Should an unauthorized strike or stoppage of work by Union members occur, the Union, after receipt of written notice thereof, from the Association, will instruct those employees who have stopped work to return to their work. Upon compliance with the foregoing provisions, the Union shall be absolved from all liability under this Agreement, and/or Labor Management Act of 1947 as amended.

**ARTICLE XXIII
Breach of Agreement**

Only the Employer who violates the terms of this Agreement shall be liable for such violations, and neither the Association nor the other members of the Association shall be held liable therefore. Liability of the Association hereunder shall be limited to the case of a violation hereof by the Association. In the event any member of the Association violates the terms of this Agreement, the Union shall not take punitive measures against the Association or any member thereof, except the offending member.

**ARTICLE XXIV
Grievance and Arbitration**

GRIEVANCE AND ARBITRATION—Inasmuch as this Agreement provides for the orderly peaceful settlement of all disputes, these provisions shall be adhered to. All grievances involving Association and Non-Association members over the interpretation of this Agreement, other than jurisdictional disputes, will be subject to the following steps:

- A. Any grievance not filed within 90 days from the day of occurrence on which grievance is based shall be forever barred.
- B. A meeting shall be held between the contractor or his accredited representatives and the Union on the job, if necessary. If the dispute is not settled a representative of the Contractor's Association shall then meet with the representatives of the Union and the contractor to endeavor to settle the dispute. If the dispute is not settled at this meeting, it shall be submitted to a Board of Interpretation for arbitration.
- C. The Board shall be appointed as an arbitration board, which shall consist of not more than two (2) members appointed by the Union and not more than two (2) members appointed by the Contractors Association. Each side shall have equal voting power. The Board shall meet to consider and act on the matter within five (5) business days, and the decision of the Board shall be final and binding on both parties. The Board shall make its decisions within seventy-two (72) hours. In the event of the failure of the Board to arrive at a solution, an umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final and binding. If an impartial umpire cannot be agreed upon within five (5) days the umpire shall be appointed by the American Arbitration Association and the arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association, and the decision of the umpire shall be final and binding on both parties. The Board of Arbitration or umpire shall not have the power to add to, subtract from, or modify any term of this Agreement. The cost of the arbitration shall be born equally by both parties.
- D. Any employer who has not complied with the decision of the Board of Arbitration or Umpire or any court determination affirming the decision of the Board of Arbitration or Umpire within 30 days of the decision of the Board of Arbitration or Umpire or the judicial determination, whichever is later, shall not have the benefit of the No Strike provision of Section C of this Article.

ARTICLE XXV
Saving Clause

Should any part or any provision herein contained be rendered or declared invalid or amended by any decree of a court of competent jurisdiction, such invalidation or amendment of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate such parts or portions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXVI
Most Favored Nation Clause

MOST FAVORED NATION CLAUSE—The Union agrees that in the event it grants more favorable terms or conditions, other than those contained in this agreement, to any employer or association, the Union will extend those same terms and conditions to the parties to this agreement.

The Union further agrees that it will not enter into any project labor agreements or side letter agreements that contain more favorable terms than those contained in this agreement without offering those same terms to the parties to this Agreement on that project.

The Union recognizes the threat of non-union competition and will do all possible to promote Union construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers. The parties recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of the collective bargaining agreement. The Employer shall contact the Executive Secretary/Treasurer of the Council or his designee to discuss the relief being requested. If an agreement on relief is granted, it will be reduced to writing, and reasonable efforts will be made to advise other signatory contractors who are bidding on the project of the relief. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the most favored nation provisions of Section 4 of this Article.

ARTICLE XXVII
Out of State Contractors

Out of state contractors performing services within the territorial jurisdiction listed in Article III of this Agreement shall be permitted one (1) supervisor employee who shall secure a work permit from Local 2168.

ARTICLE XXVIII
Reporting Jobs

Within seven (7) days prior to the commencement of any work on jobs of 5 or more man working days covered by this Agreement, the Employer shall notify the Union of the name of the project, the address of the project, the name of the owner and/or contractor from whom the employer obtained the work and the starting date of the work by telephone, fax or email or on a form provided by the Union.

SEVERABILITY CLAUSE

If any provision of this Workers' Compensation Plan or its application to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Plan that can be given effect without the invalid provision or application, and to this end the provisions of this Plan are declared to be severable.

**ARTICLE XXIX
Carpenters Assistance Program**

The parties agree that the Carpenters Assistance Program Inc., (CAP) has been formed by the New England Carpenters Health Benefits Fund in order to make certain that a drug- and alcohol-free environment exists on all jobsites. For that reason, contractors are permitted to refer to CAP any carpenter whom the contractor suspects has been working on the jobsite under the influence of alcohol or drugs. All rules and regulations with respect to the treatment, counseling or screening of carpenters who are suspected to be subject to a substance abuse problem shall be the sole and exclusive responsibility of the New England Carpenters Health Benefits Fund and the Board of Directors of CAP. The Employers and the Union agree that an employer may implement a substance abuse testing program, provided that the program is consistent with the program adopted under the Harvard University Project Labor Agreement, effective June 1, 2012. Any amendments to the Harvard program must be independently approved by the parties to this agreement in order to be binding on the parties to this agreement. . A General Contractor's or Construction Manager's drug testing program may be applied to a Subcontractor's employees who are assigned to a jobsite, which has been deemed a substance abuse testing jobsite by the General Contractor or Construction Manager. All employees will be notified of the testing requirement, prior to being assigned to the testing jobsite, and no employee will be laid off or penalized for declining to be sent to a testing jobsite.

**ARTICLE XXX
NEW MARKETS**

A joint committee composed of representatives of Local 2168 and members of the Northeast Flooring Contractors Association will continue to meet bi-monthly beginning two weeks from ratification of this agreement to explore language and rates to enter into new markets including but not limited to residential, cosmetic renovations, etc.

**ARTICLE XXXI
Applicability of Agreement**

All applicable work in the territorial jurisdiction of the Union shall be performed under the terms of this Agreement. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer performs any jobsite construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly, a significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work. It is the intention of the parties to this Agreement that, regardless of the extent of the past enforcement of this article, the terms of this article are mandatory and shall be complied with during the term of this and successor agreements. The employers acknowledge their duty under the Federal Labor Law to provide information relevant to the enforcement of this provision.

Remedy—All alleged violations of this Article will be processed under the Grievance and Arbitration Procedure, Article XXIV of this Agreement. In addition the Union shall have available to it any procedures and remedies provided for in Article XVI, Fringe Benefit and Other Payment Provisions. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities.

ARTICLE XXXII
Expiration

This agreement will expire on August 31, 2022 for the parties to this Agreement and for the independent non-Association employers who have accepted and agreed to abide to this Agreement except that if neither of the parties identified on page 3 of this Agreement gives notice in writing to the other party between June 1, 2022 and July 1, 2022 that it desires a change after August 31, 2022, then this Agreement will continue in effect until August 31, 2023 and so on each year thereafter unless on or before July 1 of each year thereafter, a notice is given by either party. This year to year evergreen clause does not apply to any independent non-Association employers. If neither the Union nor the independent non-Association employer gives notice of termination between June 1, 2022 and July 1, 2022, they are bound to the successor to this Agreement for its full term.

Northeast Flooring Contractors Association



Stephen J. Becht
President NEFCA
Chairman of Negotiation Committee

Floorcoverers Local Union 2168



Mynor Perez,
Business Manager

New England Regional Council
Of Carpenters



Mark Erlich
Executive Secretary-Treasurer

Zone Area Definition

Zone 1: All of Suffolk County and Dukes County (Nantucket and Martha's Vineyard) and those communities in Bristol, Essex, Middlesex, Norfolk, and Plymouth Counties situated completely or partially within (the Boston side of) U.S. Interstate 495 and North of the Cape Cod Canal also the towns of Salem and Pelham NH

Zone 2: Will constitute the rest of the cities and counties west of the U.S. Interstate 495, including south of the Cape Cod Canal and out to the western boundary line of Worcester County.

Zone 3: All of Berkshire, Franklin, Hampshire and Hampden Counties