

# WORKING AGREEMENT

*BETWEEN*

**LINOLEUM, CARPET & SOFT TILE APPLICATORS  
LOCAL UNION NO. 1236**

*I.U.P.A.T. DISTRICT COUNCIL NO. 5*

*AND*

**SIGNATORY FLOOR COVERING CONTRACTORS**



*APRIL 1, 2020*

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*Between*

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*And*

**SIGNATORY FLOOR COVERING CONTRACTORS**

**APRIL 2020**

## **PREAMBLE**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of April 2020 between the undersigned Employer (herein referred to as the "Employer") and Linoleum, Carpet and Soft Tile Applicators Local Union No. 1236 (herein referred to as the "Union"), fully affiliated with District Council No. 5 of the International Union of Painters and Allied Trades, AFL-CIO.

The Employer hereby recognizes the International Union of Painters & Allied Trades (I.U.P.A.T.) District Council No. 5, Local No. 1236 as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act (the "Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

## **PURPOSES OF THIS AGREEMENT**

The purposes of this Agreement are to promote the settlement of labor disagreements by conference and arbitration, to prevent strikes and lockouts, to stabilize conditions in the resilient floor covering industry in the area affected by this Agreement, to prevent avoidable delays and expense to the end that costs may be as low as possible consistent with fair wages and working conditions, and generally to encourage a spirit of helpful cooperation between the Employer and the Union to their mutual advantage and that of the investing public.

## **ARTICLE 1 AREA JURISDICTION**

**SECTION 1:** The terms of this Agreement are applicable within the jurisdictional area of this Union, which shall be all of the State of Oregon (except Malheur County), and the following Counties of the State of Washington: Clark, Cowlitz, Klickitat, Skamania, Wahkiakum and Pacific.

**SECTION 2:** 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 IUPAT affiliated union 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 where no affiliated union has an agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home agreement and (b) (i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) plus the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement or through the courts, and is also enforceable by the Union party to this agreement, either through the procedure for settlement of grievances set forth in this agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer.”

**SECTION 3:** 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.

## **ARTICLE 2 WORK JURISDICTION**

Carpet, Resilient Floors and Decorative Coverings:

(A) Measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base, wherever it may be, all materials whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, sheet rubber, sheet vinyl, cork carpet (including bulletin-board cork), rubber tile, asphalt tile, cork tile, linoleum tile, mastic in sheets or tile form, vinyl tile, interlocking tile, mastipave, chipboard, such as partile, etc., parquet on hardwood or softwood tile (glue-on types), plastic laminates, resilient decorative seamless surface coatings, plastic and metal tile, tile board, coved laminates, wall coverings, composition in sheet or tile form and all derivatives of the above; artificial turf and derivatives of thereof.

(B) 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, nosings, etc., on any base where the above materials are to be installed or applied, such drilling, plugging and slatting for installing or fastening of carpet, and installing of all nosing, cap strips, corner beads and edging of any material, and the preparatory work on installations of the above.

### **ARTICLE 3**

## **WORKING & NON-WORKING EMPLOYERS**

**SECTION 1:** The Employer shall have an appropriate State of Oregon or Washington contractor's license.

**SECTION 2:** The Employer shall have adequate Workman's Compensation Insurance, which insurance shall be evidenced by a Certificate of Insurance. The Employer shall keep the Certificate at its principal place of business.

**SECTION 3:** The Employer shall inform the Union of the Employer's principal place of business, which shall be located in compliance with any applicable zoning restrictions and shall have a business telephone in the Employer's business name to facilitate the Union's contacting the Employer for the purpose of administering this Agreement. (Nothing in this Agreement shall restrict the Employer from utilizing a telephone answering service for its business telephone.)

**SECTION 4:** Owners shall not be allowed to work with the tools of the trade if Local No. 1236 can furnish two or more mechanics. The Employer shall do or perform work covered by this Agreement only when accompanied by a journeyman mechanic and shall not perform any overtime work if there is a journeyman available within a twenty-five (25) mile radius of his shop.

**SECTION 5:** Employers, corporate owners and employees of corporations may participate in the Resilient Floor Covering Pension Fund in accordance with the rules, procedures and policies adopted by the Fund Trustees. Any Employer, corporate owner or employee who performs bargaining unit work and upon whose behalf contributions are paid to the Resilient Floor Covering Pension Fund, shall also have paid on his or her behalf those other contributions required pursuant to ARTICLE 13 of this Agreement. Any owners upon whose behalf contributions are made under this section may work with the tools of the trade.

The parties agree that this Section be reviewed every six months by the Floor Covering Joint Committee. The Floor Covering Joint Committee may renew, modify or eliminate this Section. The Employer agrees to be bound by the actions of the Floor Covering Joint Committee.

**SECTION 6:**            **SUB-CONTRACTOR CLAUSE**

(A) If the Employer contracts or sub-contracts any work covered by this Agreement to be done at the job site of the construction, alteration or repair of a building, structure or other work to any company, person or entity who is not signatory to this Agreement, the Employer shall require such company, person or entity to be bound to all of the provisions of this Agreement.

(B) The Employer shall notify the Union in writing prior to using a sub-contractor to perform work covered by this Agreement. The notice will include the name of the sub-contractor,

the general nature of the job, the location of the job and the approximate date when such work is to begin.

(C) If the Employer fails to comply with sub-paragraph (A) of this Section, the Employer shall be responsible for and liable for the payment of all sums of money, including all fringe benefit obligations, required by the terms of this Agreement to be paid by any subcontractor of the Employer. Thus, if (A) is breached, the Employer shall pay that compensation package (excluding fringe benefits to Trust Funds provided for in ARTICLE 13 of this Agreement) to those employees of the subcontractor who would have received it had it been paid by the subcontractor, and the Employer shall further pay fringe benefits as provided for in ARTICLE 13 of this Agreement on behalf of those employees to those Trust Funds as set forth in ARTICLE 13. The Union agrees to notify the Employer within sixty (60) calendar days of any delinquent payments of wages or any fringe benefits owed by the subcontractor or of any under payments by any subcontractor and to further issue a written notice to the Employer and sub-contractor when these payments have been made. If the Union does not notify the Employer within the time specified above and the Employer has given the Union the notice provided in sub-paragraph (B), the Employer is relieved of all responsibility for the sub-contractor's delinquencies or under payments. The Union shall not hold the employer liable or responsible for any sub-contractor's delinquencies or under payments except those incurred by the sub-contractor on the Employer's project. If the sub-contractor has a contract with the Union, the Union will proceed against the sub-contractor and not the Employer. The parties agree that the word "employees" as used in this sub-paragraph includes for the purpose of this provision any person performing at the job site the kind of work covered by this Agreement, whether that person is an employee within the meaning of the applicable law, or a supervisor or a self-employed person or an independent contractor.

(D) If the Union's membership is at full employment or the Union is unable to provide workers who are qualified to perform the type of work covered by this Agreement, the Employer may engage the services of a sub-contractor without requiring the sub-contractor to be bound by all of the provisions of this Agreement. When engaging sub-contractors under this sub-section, the sub-contract must be approved by the Union and the Employer must:

1. Make a written request (FAX acceptable) to the Union requesting the name and telephone numbers of workers available to perform the work required by the Employer; and
2. Be informed by the Union in writing (FAX acceptable) that it has no workers available to perform the work; and
3. Prior to the commencement of work by the subcontractor, notify the Union in writing (FAX acceptable) as required under sub-section (B); and
4. Require the sub-contractor to be licensed and bonded in the state in which work is to be performed; and
5. Pay an amount equal to the total of the Fringe Benefits listed in Article 13, at the rates in effect at the start of work under the subcontract to the Floor Covering Trust Funds, as a penalty, for each hour worked by the sub-contractor.

The parties agree that any sub-contract not approved by the Union will be submitted to the Floor Covering Joint Committee and the parties agree to be bound by the actions of the Committee. An Employer who executes a sub-contract in accordance with the provision of this sub-section and

commences work in accordance with that sub-contract shall have the right to complete the work described in that sub-contract.

Payments made under this sub-section shall be made on the same terms as the Employer makes payments on employees pursuant to ARTICLE 13 of this Agreement and shall be calculated as follows:

To determine the number of hours to be reported to calculate the fringe benefit contributions payable under ARTICLE 3, Section 6 (D)(5), the amount paid the sub-contractor shall be divided by then current journeyman total package.

**EXAMPLE OF CALCULATION:**

For purposes of this example, assume the journeyman total package is \$50.48 and the sub-contractor is paid \$3,500.00:

$$\text{\$ 3,500.00} \div \text{\$ 50.48} = \text{69.33 Hours To Be Reported}$$

(E) The Employer agrees not to accept any contract for the performance of work covered by this Agreement at any job site which is funded in whole or in part by monies derived from funds created pursuant to Section 302 (c) (5) of the Labor Management Relations Act from any entity that is not signatory to a current Agreement with the Union. This provision shall not prohibit the Employer from entering into an Agreement for the performance of such work with the general contractor.

**ARTICLE 4  
EMPLOYMENT**

**SECTION 1:** All employees of the Employer who are members of the Union on the date of execution of this Agreement shall maintain their membership as a condition of employment. All employees who are not members of the Union on the date of the execution of this Agreement and all employees employed after the execution date of this Agreement shall, as a condition of further employment, become members of the Union immediately upon the eighth (8) day worked upon terms and qualifications not more burdensome than those applicable at such time to other applicants to the Union.

In computing the seven-day grace period provided in this paragraph, all employment with an Employer or Employers who are members of the bargaining unit shall be totaled and only one such grace period shall be allowed during the term of this Agreement. The Employer shall notify the Union upon hiring the name, social security number and address of any employee who is not a member of the Union.

Should the Employer fail to so notify the Union, the Employer shall be liable for the damages thereby incurred by the Union, which shall be measured by the amount of five-dollars (\$5.00) for each day the employee works (beginning with the ninth day) until the Employer does notify the Union, up to a maximum measured by the portion of the Union's initiation fee which was not collected by the Union from the employee.

The parties desire to promote an efficient, stable and permanent workforce of employees. To accomplish these goals, both the Union and the Employer shall encourage any employee, Union member, applicant for employment or applicant for Union membership who has a Contractor's

Board License permitting the installation of floor covering material, to inactivate the license and cancel any required bond and not renew the license or bond during that employee's employment.

**SECTION 2:** All work described in ARTICLE 2 shall be performed only by journeyman mechanics and apprentices.

**SECTION 3:** The Employer shall have freedom of selectivity of its employees and nothing in this Agreement shall bind the Employer to keep in his employ any employees who proves incompetent in the branch for which they are hired. The Employer agrees to report all employees hired with the recognized Shop Steward.

**SECTION 4:** A Shop Steward appointed by the Union shall be a working employee of the shop in which the Steward is employed. The Union shall notify the Employer of the appointment of each Steward at the Employer's shop. The Steward shall have reasonable time during working hours to perform those Stewards' duties which cannot be performed on off-duty times. Steward duties shall consist of investigating, discussing and attempting to resolve the complaints and grievances of other bargaining unit employees as well as conducting other Union business. Steward duties performed during working hours shall be done as expeditiously as possible. The Employer shall not be required to pay the Steward during the time the Steward performs Steward duties. Each Steward shall notify the supervisor on duty before leaving assigned work to perform Steward duties, provided that the Steward may not leave assigned work at a time which will unduly disrupt production. The Employer shall not discriminate, discipline or take any action to discourage a Steward from performing the duties of a Steward or conducting Union business.

**SECTION 5:** All employees shall be required to carry the customary set of hand tools mutually agreed upon necessary to perform the work in the trade. No member of Local No. 1236 shall furnish any tools other than hand tools. The Employer shall furnish all electrically powered tools, cutting bits, blades and necessary accessories for the operation of the above and all linoleum rollers, power carpet stretchers, tile cutters, etc.

**SECTION 6:** Any journeyman craftsman charged with careless workmanship which results in faulty or unsatisfactory work, spoilage or waste of materials or damage or destruction of tools or equipment, may be cited before the Floor Covering Joint Committee, and if found guilty shall be subject to appropriate disciplinary action as set by the Committee, but in no case shall such penalties exceed the amount paid to the journeyman for such work. The Committee shall arrange for reasonable inspection of the work with the cost to be paid as determined by the Committee. Such complaints must be filed within six (6) months from completion of the job in question. Any decision or deadlock of the Committee under this Section 6 shall not be subject to arbitration.

**SECTION 7:** All employees, when ordered to work, and regular employees who are not notified the day before not to report for work, must be paid a minimum of one-half (1/2) day's pay at straight-time.

**SECTION 8:** Apprenticeship employment shall conform to the rules and regulations as established by the Floor Covering Industry Joint Apprenticeship and Journeyman Training Committee (JATC).

**SECTION 9:** No employee shall be in any manner discriminated against, nor shall the employee suffer any loss of employment by reason of having represented the Union in any



capacity, nor by reason of having refused to invest money in or to purchase securities of the Employer's firm.

**SECTION 10:** The employee agrees to care for all shop tools as if they were the employee's own. Where a reasonable charge-out system is employed, the employee is to be responsible for equipment and tools lost through the employee's own negligence. Maintenance of hand tools furnished by the employee is not to be accomplished on the Employer's time except where unavoidable.

It is the responsibility of the employees using Employers' vehicles to keep the Employers' vehicles clean inside and out, as the condition of Employers' vehicles reflects on the Employer and on the industry as a whole. Employer vehicles shall be used for company business only; company business does not include driving to coffee breaks, lunch or personal business.

**SECTION 11:** If the Employer requires an employee to leave his tools at the Employer's shop or in the Employer's truck, then the following shall apply: The Employer will insure the tools of employees which are left at the Employer's shop or in the Employer's truck provided the employee leaves the truck locked, and provided the employee keeps a current list of his tools on file with the Employer. If an employee is required to work out-of-town, this Employer responsibility shall apply, provided that the employee exercises reasonable care of the tools and equipment. The Employer will not be responsible for tools left in the Employer's truck when the employee takes the truck home after work, from the time the truck leaves the shop or job until it returns.

**SECTION 12:** When confronted by the Employer about time spent on activities which are shown to be not authorized by the Employer or reasonably related to the employee's employment, the employee shall have the time deducted from the employee's pay. Disputed cases under this clause shall be referred to the Floor Covering Joint Committee.

Time will start when the employee starts working and will stop when the employee stops working (on job sites), except as specifically provided in ARTICLE 7.

**SECTION 13:** The provisions set forth in this ARTICLE notwithstanding, the right of any applicant for employment may be suspended in accordance with the following provision(s):

(A) Should any person referred for employment be terminated for just cause, his/her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his/her hiring hall privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his/her referral privileges shall be suspended indefinitely.

(B) A termination shall not be considered "for just cause" for the purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his/her termination, unless and until the grievance is resolved in a manner that affirms the termination for just cause. For the purpose of this provision, a decision of the Floor Covering Joint Committee and/or an arbitrator shall be final and binding.

(C) The provisions in sub-sections (A) and (B) notwithstanding, a Termination Review Committee, composed of the members of the Floor Covering Joint Committee 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.

## **ARTICLE 5 APPRENTICESHIP**

**SECTION 1:** The Joint Apprenticeship Standards adopted July 7, 1958, registered and approved by the States of Oregon and Washington, as amended, shall be an integral part of this Agreement.

**SECTION 2:** The Floor Covering Industry Joint Apprenticeship & Journeyman Training Committee (JATC) shall have the authority to administer and effectuate the provisions of the Standards and the policies, rules and regulations of the Committee. Any action or decisions taken by the JATC shall not be subject to ARTICLE 19 of this Agreement.

**SECTION 3:** The JATC shall consist of six (6) members, three (3) appointed by the Signatory Floor Covering Contractors and three (3) appointed by the Union.

**SECTION 4:** If the Employer wishes to hire apprentices, the Employer must first be approved as a training agency by the JATC and must hire only those individuals that have completed an application for Floor Covering Apprenticeship with the State of Oregon Apprenticeship and Training Division.

The number of apprentices employed by any one Employer shall not exceed a ratio of one apprentice to one fully-trained journeyman in full employment on the same job site in order to assure adequate training and supervision. (Note: The agreed upon interpretation of the above ratio means that an equal number of apprentices and journeymen can work together on the same job site.) Additional apprentices are authorized at the rate of one to three fully-trained journeymen. This ratio may be altered at the discretion of the JATC.

**SECTION 5:** The Employer and Union agree that all apprentices employed in the trade shall attend vocational school classes established by the JATC for the training of said apprentices and to assist in the enforcement of all rules and regulations now in effect or thereafter adopted by the JATC, and agrees to discharge and not re-hire any apprentice who fails to comply with the above and who may have his/her Apprenticeship Agreement canceled as outlined in the procedure of the Apprenticeship Standards, Rules and Regulations.

**SECTION 6:** If the JATC determines an apprentice is being given insufficient or improper job or shop experience, the situation shall be studied and such adjustments shall be made as necessary, even to the extent of transferring the apprentice to another Employer either on a temporary or permanent basis.

An Employer hiring a registered apprentice and discharging him/her without just cause will submit in writing to the JATC the reason(s) for termination, which allows the Committee to determine future action, such as whether the apprentice should be cited or placed with another Employer.

The JATC shall be empowered to call the Employer or Employer's agent to its meeting to interview him/her regarding the training of apprentices.

**SECTION 7:**                   **JOURNEY LEVEL SKILLS ADVANCEMENT**

A program shall be offered by the District Council (or Local Union) Apprenticeship Program for advanced or upgraded journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses in accordance with the following rules:

The Employer and the Union agree that in order to maintain excellent craftsmanship in the industry, all journeymen represented by the Union must continue to upgrade and improve their knowledge and skills through manipulative skills-based training and through educational training seminars involving the application of products and materials. The JATC shall coordinate training sessions with the Employers, as well as scheduling training sessions at the Apprenticeship Training Facility.

Any single training session will be no more than eight (8) hours and not less than two (2) hours, and will not be considered time worked or paid for by the Employer. Training sessions and/or seminars will take place at or near the Employer's business, the Apprenticeship Training Facility or a floor covering distributor's place of business. All journeymen employees are required to attend training sessions to meet the training requirement of sixteen (16) hours per year.

A journeyman may be referred by the Employer to the Journeyman Re-Training Program for non-completion of the above mentioned training.

**SECTION 8: SAFETY TRAINING AWARDS RECOGNITION (STAR)**

Journeymen and apprentices who complete a minimum of twenty-four (24) hours of voluntary skills advancement training in a calendar year will be eligible for a STAR award the following calendar year.

Training classes must be either safety or industry based and approved or sponsored by the JATC.

This program will be funded by the contribution required by Article 13, (I). All requirements of the program and determination of award amounts will be determined by the JATC.

**ARTICLE 6  
WAGES**

**SECTION 1: FOREMEN**

The employee who is designated by the Employer as job foreman for a specific job utilizing three (3) or more installers shall receive one-dollar (\$1.00) per hour above the journeyman wage rate. The individual supervising a crew of three (3) or more will be designated Foreman provided that he/she completes a jointly agreed-upon *Foreman's Supervisory Training* curriculum and satisfactorily completes eight (8) hours annually of continued *Foreman Supervisory Training*.

**SECTION 2: JOURNEYMAN WAGE RATES**

EFFECTIVE APRIL 1, 2020                      \$ 30.92 PER HOUR

(A) Wages and fringe benefits shall be increased for journeymen in the following amounts on the dates set forth below:

EFFECTIVE JULY 1, 2020	\$ 1.00 PER HOUR INCREASE
EFFECTIVE APRIL 1, 2021	\$ 2.00 PER HOUR INCREASE
EFFECTIVE APRIL 1, 2022	\$ 2.00 PER HOUR INCREASE

**SECTION 3: APPRENTICE WAGE RATES**

Apprentice wage rates shall be computed on a percentage basis of the journeyman wage rate. If the percentages result in fractional wage rates, the wages shall be computed on the next full cent. The Apprenticeship Program is a four-year program. During the first six months of apprenticeship, the contributions for fringe benefits for the apprentice(s) shall be limited to Health & Welfare, Industry Fund and Vacation/Holiday Pay.

FIRST SIX-MONTH PERIOD	60% Per Cent Rate
SECOND SIX-MONTH PERIOD	65% Per Cent Rate
THIRD SIX-MONTH PERIOD	70% Per Cent Rate
FOURTH SIX-MONTH PERIOD	75% Per Cent Rate
FIFTH SIX-MONTH PERIOD	80% Per Cent Rate
SIXTH SIX-MONTH PERIOD	85% Per Cent Rate
SEVENTH SIX MONTH PERIOD	90% Per Cent Rate
EIGHTH SIX-MONTH PERIOD	95% Per Cent Rate

60% Apprentice Contributions:	Health & Welfare, Industry Fund and Vacation/Holiday @ 4% Only
65% Apprentice Contributions:	Health & Welfare, Apprenticeship, Industry, STAR, LMCI & FTI Funds @ 100% Pension Fund @ 65% Vacation/Holiday Pay @ 4%
70% Apprentice Contributions:	Health & Welfare, Apprenticeship, Industry, STAR, LMCI & FTI Funds @ 100% Pension Fund @ 70% Vacation/Holiday Pay @ 4%
75% Apprentice Contributions:	Health & Welfare, Apprenticeship, Industry, STAR, LMCI & FTI Funds @ 100% Pension Fund @ 75% Vacation/Holiday Pay @ 4%
80% Apprentice Contributions:	Health & Welfare, Apprenticeship, Industry, STAR, LMCI & FTI Funds @ 100% Pension Fund @ 80% Vacation/Holiday Pay @ 4%
85% Apprentice Contributions:	Health & Welfare, Apprenticeship, Industry, STAR, LMCI & FTI Funds @ 100% Pension Fund @ 85% Vacation/Holiday Pay @ 4%

90% Apprentice Contributions:

Health & Welfare, Apprenticeship,  
Industry, STAR, LMCI &  
FTI Funds @ 100%  
Pension Fund @ 90%  
Vacation/Holiday Pay @ 4%

95% Apprentice Contributions:

Health & Welfare, Apprenticeship,  
Industry, STAR, LMCI &  
FTI Funds @ 100%  
Pension Fund @ 95%  
Vacation/Holiday Pay @ 4%

**SECTION 4: DUES CHECK-OFF**

The Employer agrees to deduct from the wages of all journeymen and apprentice employees within the scope of this Agreement an Administrative Dues/Dues Check-Off in an amount or sum of three point seventy-two percent (3.72%) of the gross wages or a rate specified by the Union, and to remit said amount to the Union as specified in Section 5 below.

**SECTION 5: MARKET RECOVERY PROGRAM**

The Employer agrees to deduct from the wages of all journeyman and apprentice employees within the scope of this Agreement hourly contributions to the Union's *Market Recovery Program*, said amount or sum to be determined by the Local Union Executive Board.

EFFECTIVE APRIL 1, 2017

\$ 1.00 PER HOUR

Such payments will be payable at the same place and in the same manner as called for in ARTICLE 13. Remittances shall be due between the first and twentieth day of each month succeeding the month for which deductions were made during the preceding calendar month, provided that the employees have individually signed a valid authorization card authorizing such deductions. The Union agrees to furnish the Employer with authorization cards for each employee for the deduction referred to above, and such authorization shall be effective when filed with the Employer.

**SECTION 6:** The Employer hereby agrees to deduct from the wages of all Material Handler employees within the scope of this Agreement monthly Administrative Dues. As of April 1, 2009, the administrative dues are \$23.15 per month. Such dues shall not be changed except in accordance with the applicable provisions of the International Constitution and/or By-Laws of the Union, and in such event the Union shall notify the Employer in writing of the amount of any monthly increase.

Such deductions shall be made the first payroll period of each month. In the event the employee has no earnings due on the first pay period of that month, or such earnings are less than the amount of the administrative dues to be deducted, the dues shall be deducted in full the following payroll period. Remittances shall be due between the first and twentieth day of each month succeeding the month for which deductions were made during the preceding calendar month, provided that the employees have individually signed a valid authorization authorizing such deductions.

The Union agrees to furnish the Employer with monthly remittance forms whereby the Employer shall report the employee(s) names, social security numbers, hours worked and the monthly administrative dues deducted. The Employer will mail said reporting form and remittance directly to the I.B.E.W. & United Workers Federal Credit Union, P.O. Box 16877, Portland, Oregon 97292.

**SECTION 7:** Compensation for all work performed shall be computed on an hourly basis, with the exception of work performed under a mutually agreed upon piece work agreement or under the Incentive Program as provided in ARTICLE 11 of this Agreement. Work shall not, under any circumstances, be done by contract, nor by direct bargaining between the Employer and the employees.

**SECTION 8:** The Business Representative (or auditor, if requested by the Employer) may check the Employer's payroll records upon reasonable notice (twenty-four hours) to the head of the Employer firm, such payroll records to be the payroll ledger and time card only, for individual employees whose work is in question.

**SECTION 9:** The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement with respect to hours, wages, fringe benefits and working conditions.

**SECTION 10:** The Employer agrees to state on all paycheck stubs or statements each pay day an itemized account of the employee's earnings and deductions, which shall include straight-time hours worked and overtime hours worked, the hourly rate of pay, mileage and other expenses, and any and all deductions from the gross earnings made for any reason covered by such paycheck.

**SECTION 11:** Each employee shall be paid his/her wages and all other compensation due in full not later than 4:30 P.M. of the third work day following the close of the work week, or immediately upon termination.

**SECTION 12:** The Employer shall be classified as a resident of the area in which licensed, but shall be controlled by the local Working Agreement within any area in which it is performing work outside of this jurisdiction. Any employee who is sent to an outside jurisdiction shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever is more favorable to such employee. All fringe benefits shall be paid into the employees' "home" funds.

## **ARTICLE 7 TRANSPORTATION, TRAVEL TIME AND EXPENSE**

**SECTION 1:** Travel Time (and mileage for transportation when the employee is required to use the employee's own car) will be paid as follows:

(A) Free Zone: Within a distance of thirty-five (35) miles from the Employer's shop (for out-of-area contractors, miles will be measured from the center of Portland) as per *mapquest.com*, except when the employee is required by the Employer to travel from shop to job, job to shop, or job to job, when pay will be in accordance with the actual time spent;

(B) From a distance of thirty-five (35) to sixty (60) miles from the Employer's shop, mileage only.

(C) Outside of sixty (60) miles from the Employer's shop, in accordance with Section 2 of this ARTICLE

**SECTION 2:** The rate of pay to and from jobs located outside of sixty (60) miles from the Employer's shop shall be one-half (1/2) of the straight-time hourly wage rate whether inside or outside the regular workday for the entire distance between the shop and the job.

**SECTION 3:** The Employer may request an employee to furnish a vehicle to transport equipment and/or materials in lieu of an Employer-provided vehicle and shall compensate the employee for each day equipment and/or materials are transported.

EFFECTIVE APRIL 1, 2020 \$ 35.00 Per Day Plus 57.5 Cents Per Mile  
For All Miles Outside the Free Zone Per Day

EFFECTIVE APRIL 1, 2021 \$ 37.00 Per Day Plus IRS Mileage Rate as  
of 1-01-2021 For All Miles Outside the Free  
Zone Per Day

EFFECTIVE APRIL 1, 2022 \$ 40.00 Per Day Plus IRS Mileage Rate as  
of 1-01-2022 For All Miles Outside the Free  
Zone Per Day

(A) On days when the employee cannot haul the required material, the employee will be compensated at seventy-five percent (75%) of the current hauling rate listed below, plus applicable mileage outside the free zone. This applies only when light trucks are used to haul materials.

(B) The employee shall be required to furnish the Employer a certificate of insurance on each vehicle used to transport equipment and/or materials.

(C) If the Employer leases trucks, it must lease them from a recognized leasing firm. All trucks shall have signs showing the Employer's business name in lettering at least four inches (4") high. Magnetic signs showing the Employer's business name in lettering at least four inches (4") high shall be furnished to each employee whose vehicle is used for the Employer's business. Such signs shall be displayed on the vehicle in such a manner as to be visible to the public. Employees are accountable to return these signs to the Employer upon request.

**SECTION 4:** Employees shall be reimbursed weekly for authorized expenses such as telephone calls, parking (Exception- traffic tickets) and other incidental expenses.

**SECTION 5:** **PER DIEM**

EFFECTIVE APRIL 1, 2020 \$ 75.00 PER NIGHT OR ACTUAL EXPENSES

The rate listed above shall be allowed for expenses on out-of-town jobs or actual incurred expenses, whichever is greater. Seventy-five dollars (\$75.00) per night is to be advanced to employees before leaving for out-of-town jobs.

**SECTION 6:** **MILEAGE RATES**

An employee using his/her own vehicle for Employer required transportation shall be allowed:

EFFECTIVE APRIL 1, 2020 57.5 CENTS PER MILE  
EFFECTIVE APRIL 1, 2021 IRS RATE AS OF 1-01-2021  
EFFECTIVE APRIL 1, 2022 IRS RATE AS OF 1-01-2022

**SECTION 7:** Employees driving company vehicles to or from home shall not be charged more than twenty cents (\$0.20) per mile, such mileage to be measured between the employee's home and the shop.

## **ARTICLE 8 HOURS**

The regular workday shall consist of either eight (8) or ten (10) hours between the hours of 4:00 A.M. and 6:00 P.M., less one-half hour for lunch. The regular workweek shall be Monday through Saturday. The Employer shall decide the length of the shift and days of work and will inform the employees prior to the beginning of the shift. The Employees' starting time shall be 8:00 A.M., however, with the concurrence of the employees of the Employer, the starting time may vary between 4:00 A.M. and 9:00 A.M. The regular workday shall start at the beginning of the shift and shall be continuous except for the one-half (1/2) hour for lunch. The lunch break shall be taken by the employee and shall be unpaid unless the Employer and employee agree otherwise. Employees may decline to work on Saturdays without violating this Agreement. All other work time shall be at the overtime rate.

## **ARTICLE 9 OVERTIME**

**SECTION 1:** All time worked in excess of the regularly scheduled eight (8) or ten (10) hour workday shift (ten hours only if a four (4) day - ten (10) hour workweek is agreed to in advance) and hours in excess of forty (40) regular hours per week shall be paid at time and one-half (1 1/2) the straight-time rate of pay, except the following:

- (A) Shift work as provided in ARTICLE 10
- (B) Work performed on Sundays may be paid at double time
- (C) Double-time shall be paid for all work performed on all holidays listed in ARTICLE 12

**SECTION 2:** Employees shall not be required to work more than two (2) hours overtime at the end of a day without being permitted to go to meals. The Employer will pay the overtime rate for thirty (30) minutes time spent eating meals called for by reason of employees being requested to work two (2) hours or more over their regular eight hours or ten hours, whichever the case may be.

## **ARTICLE 10 SHIFT WORK**

**SECTION 1:** Shift work may be assigned by the Employer and performed by employees subject to the following conditions:

- (A) Shift work may be performed on commercial replacement and/or remodel and/or renovation work. For purposes of this Section, renovate shall mean to restore to a previous condition, and remodeling is to remake with a new structure or to reconstruct. Shift work shall not be performed on new construction, any type of residential construction or on any building that is



unoccupied or not open for business during the day, unless approved by the Union in writing prior to bid.

(B) A shift, other than a regular day shift under Section 1 above, may be scheduled to commence at any time from 5:00 P.M. to 2:30 A.M., both times inclusive and a shift on an occupied school may be started as early as 2:30 P.M. and the day on which each shift starts shall determine the day of the week for such shift (i.e., a shift starting at 11:00 P.M. on Friday is a Friday shift). With the concurrence of the Employees and the Union, a shift that starts between 10:00 P.M. and 11:59 P.M. on a Sunday may be considered a Monday shift as long as the job is not a Public Works Project.

(C) An Employer who establishes a shift operation must notify the Union by facsimile transmittal (FAX) at least twelve (12) hours prior to the start of a shift operation giving the Union notice of job location and names of employees; and when such shift is discontinued, the Employer must notify the Union by telephone not later than 5:00 P.M. on the first regular work day following discontinuance of such shift operation.

(D) An employee shall have the right to refuse assignment to a shift operation established under this Section and such employee shall not be subject to disciplinary and/or discriminatory action by reason of such refusal.

(E) An employee working on a shift assignment shall not work more than a scheduled eight (8) or ten (10) consecutive hour shifts, whichever the case may be, exclusive of a meal period, unless the appropriate overtime premium is paid for hours worked in excess of the eight (8) or ten (10) hours shift, whichever the case may be, on any shift. Nothing less than eight (8) hours shall qualify as a shift.

(F) An employee working on a shift operation shall receive the hourly rate for the employee's classification plus a shift bonus premium of thirty-five percent (35%) of that rate. Overtime and/or holiday premiums shall be computed on the total shift rate, including the percentage shift premium.

**SECTION 2:** Work that qualifies as shift work under this ARTICLE shall be paid in accordance with this shift work provision, rather than under ARTICLE 8 or under ARTICLE 9, Section 1, provided that shifts which start on holidays will be paid at double-time.

## **ARTICLE 11 INCENTIVE PROGRAM**

For the purpose of attempting to recapture stretch-in carpet work by establishing a unit cost to increase job opportunities for Employers and Union carpet installers, the Incentive Program shall be established for an eighteen-month trial period. It is hereby agreed that within twelve (12) months of the start of this Incentive program, it will be ratified or rejected by the carpet installers at the shop of the signatory Employer who is utilizing the provisions of this ARTICLE.

**SECTION 1:** The Incentive Program permits the use of conversion rates for carpet installation only, performed by Union employees in new construction only, under the following terms and conditions:

1. Stretch-in carpet: New construction only

2. Residential dwelling units, condominiums, apartments, hotels and motels; maximum of four (4) stories
3. Ninety (90) square yards minimum to qualify for Incentive Program projects
4. Builders grade carpet not to exceed thirty-two (32) ounces
5. Compensation: Thirteen and three-quarter ( $13\frac{3}{4}$ ) square yards to equal one (1) hours' pay at current hourly wage rate plus fringe benefits; or one-hundred ten (110) square yards to equal one day's pay plus fringe benefits

*EXAMPLE:*  $13\frac{3}{4}$  SQUARE YARDS = 1 HOUR'S CURRENT WAGE  
PLUS FRINGE BENEFITS

**OR**

110 SQUARE YARDS = 1 DAY'S PAY  
PLUS FRINGE BENEFITS

6. Compensation: 'Extras' to be compensated at current hourly wage rate plus fringe benefits

This Incentive Program does not include any HUD projects, prevailing wage projects or any other jobs where public or pension fund monies are involved. The Floor Covering Joint Committee shall meet every six (6) months regarding any problems of mutual concern of the Incentive Program. It is further understood that the Employer or the Union may cancel and make null and void this Incentive Program at any of the meetings. Should this Incentive Program be declared null and void, an Employer who bids and subsequently executes a contract in accordance with the provisions of this Incentive Program, shall have the right to complete the work described in that contract.

## **SECTION 2:            GENERAL CONDITIONS**

(A) The Employer shall request the use of the Incentive Program prior to bidding a project. The Employer's request to the Union must include the name and location of the job, a description of work to be performed, the number of units, total square yardage involved, approximate number of employees scheduled for the project and the name of the general contractor. Apprentice employees will be permitted to work on Incentive Program projects if rated at eighty percent (80%) or above.

(B) A written *Project Permit* shall be obtained from the Union prior to performing any work under the Incentive Program. Each permit shall have a number assigned to it. Permits shall be issued in duplicate; one permit will be kept in the Union office and the Employer will keep one copy. In addition, copies are to be given to all employees covered by this Agreement who work on the project. Employees must sign the Employer's copy of the permit. At completion of the project job, a copy of the Employer's signed permit must be returned to the Union office.

(C) The Employer will notify employees before commencing work on a project as to which option has been selected; either the current hourly wage rates as set forth in ARTICLE 6 of this Agreement or the Incentive Program rates. The option selected will apply to all carpet installers working on the entire project.



OFF BENEFIT AMOUNT PRE REHAB	\$ 2.10 PER HOUR
SURCHARGE	\$ 4.12 PER HOUR

Effective April 1, 2017 the parties agreed to incorporate Updated Alternative Schedule Number 5a of the *Pension Fund Rehabilitation Plan* adopted by the Resilient Floor Covering Pension Trustees February 10, 2017 into this agreement. The plan calls for additional surcharges each year for all classifications starting January 1, 2012 with the last increase beginning January 1, 2020.

Contributions on behalf of employees of spouse-owners shall be subject to the limitations contained in ARTICLE 3, Section 5 of this Agreement. Individuals retired and collecting pension benefits from the Resilient Floor Covering Pension Fund may work at the trade in accordance with the Plan's 499 Hour Ruling. Retirees may only return to work if the Union is at full employment, or the Union is unable to provide workers who are qualified to perform the type of work covered by this Agreement. A retiree work permit must be signed by the Union prior to an Employer hiring a retiree.

(B) **EMPLOYEE PAINTERS TRUST**

EFFECTIVE APRIL 1, 2020:

SELF-FUNDED PLAN	\$ 6.86 PER HOUR
KAISER PLAN	\$ 14.19 PER HOUR

EFFECTIVE JULY 1, 2020, JULY 1, 2021 & JULY 1, 2022:

The employers agree to pay up to (thirty cents) \$0.30 of the July 1 increase for 2020, 2021, and 2022. Any increase above thirty cents \$0.30 will be taken from wages.

It is agreed that the Self-Funded Plan rate will be the base rate contributed on all employees. Any employee that is enrolled in the Kaiser Plan will have the additional cost above the Self-Funded contribution deducted from gross wages and contributed to the Employee Painters' Trust on their behalf.

(C) **VACATION & HOLIDAY PAYMENTS** As provided for in ARTICLE 15

(D) **FLOOR COVERING INDUSTRY JOINT APPRENTICESHIP & JOURNEYMAN TRAINING TRUST FUND**

EFFECTIVE APRIL 1, 2020 \$0.55 CENTS PER HOUR

If the number of indentured Union Apprentices falls below eight (8), the JATC will determine if Apprenticeship contributions are to be continued.

(E) **INDUSTRY FUND**

EFFECTIVE APRIL 1, 2017 \$0.38 CENTS PER HOUR

(G) **LABOR MANAGEMENT COOPERATION INITIATIVE (IUPAT LMCI)**

EFFECTIVE APRIL 1, 2017 \$0.10 CENTS PER HOUR

(H) **FINISHING TRADES INSTITUTE (IUPAT FTI)**

EFFECTIVE APRIL 1, 2017

\$0.10 CENTS PER HOUR

(I) **SAFETY TRAINING AWARDS RECOGNITION (STAR)**

EFFECTIVE APRIL 1, 2020

\$0.10 CENTS PER HOUR

"Each hour worked" shall include hours actually worked and travel time, and shall not include Vacation and Holiday Pay. Such contributions, together with the required reports, shall be received by the I.B.E.W. & United Workers Federal Credit Union of Portland, Oregon or such other financial institution designated by the Trustees of said Trusts, no later than the twentieth (20th) day of the month following the month in which the hours were worked. If the Employer fails to maintain accurate time records, such accuracy to be determined by the Floor Covering Joint Committee, it shall be presumed that each employee who performs any service in a given week worked fifty (50) hours in that week.

**SECTION 2:** In the event the Employer fails to make any of the contributions as required by Section 1, the Employer shall be required to pay, in addition to the principal sum due, such amounts as may be required under the terms of each of the Trust Agreements establishing the Funds referred to in this ARTICLE 13.

The interest rate to be paid on delinquent contributions to the Employees Painters' Trust shall be twelve percent (12%). Liquidated damages shall be assessed at twelve percent (12%) or \$100 whichever is greater. Liquidated damages in the amount of ten percent (10%) and interest at ten percent (10%) shall be paid on unpaid and delinquent contributions which are due to the Resilient Floor Covering Pension Trust, Vacation and Holiday Pay, the Floor Covering Industry Joint Apprenticeship and Journeyman Training Fund, the Industry Fund, Labor Management Cooperation Initiative, the Finishing Trades Institute and STAR.

In the event legal proceedings are initiated, it is agreed that the venue of such proceedings may be Multnomah County, Oregon. In addition to the remedies set forth herein, the Union shall be free (notwithstanding any express or implied "no strike" clause in this Agreement) to strike and picket any Employer failing to make any payment required by ARTICLE 13, Section 1, and ARTICLE 15.

**SECTION 3:** By entering into this Agreement, the Employer adopts and agrees to be bound by the terms of each of the Trust Agreements establishing the Funds referred to in ARTICLE 13 and also designates and appoints the Employer Trustees as provided in said Trust Agreements to act in the Employer's behalf. The Employer also agrees to be bound by any amendments to said Trust Agreements and by the Rules and Regulations adopted there under.

**SECTION 4:** The Employer agrees to maintain for a period of six (6) years and to furnish to the Trustees at their request, all records pertaining to the names, addresses, job classifications, hours worked in each job classification (if an employee works in more than one classification), social security numbers, hourly rate of pay and gross wages of the Employer's employees and such other information as may be required for the proper and efficient administration of the Fund. In the event the Employer fails to maintain the records required by this Section and the Trustees are

unable to adequately determine whether an employee has performed work as described in ARTICLE 2 of this Agreement and the number of hours of such work, then it shall be conclusively presumed that all hours worked by the employee(s) were of the type of work described in ARTICLE 2 of this Agreement and payment shall be made for those hours as required by Section 1 of this ARTICLE 13.

**SECTION 5:** Compensation paid to employees by piecework not approved by labor and management, contract or direct bargaining between the Employer and the employee is prohibited by ARTICLE 6, Section 7. All compensation paid to an employee in violation of ARTICLE 6, Section 7 shall be converted to hours for the purpose of determining contributions due under Section 1 of this ARTICLE 13 by use of the following method:

The total amount of money paid to the employee shall be divided by the journeyman wage rate, the quotient of which shall be the number of hours upon which contributions are due under Section 1. The results of this method shall conclusively presume the number of hours upon which contributions are due.

**SECTION 6:** Fringe benefit contributions due from an Employer pursuant to ARTICLE 3, Section 6 (C) shall be calculated by the use of the method shown above under Section 5.

## **ARTICLE 14 RESILIENT FLOOR COVERING PENSION TRUST EXCESS BENEFIT PLAN**

The parties hereby agree to create the Resilient Floor Covering Excess Benefit Plan to pay pension benefits in excess of the IRC SECTION 415 limits applicable to the Resilient Floor Covering Pension Fund. Such Plan shall be effective on the first day of the second month after the last Collective Bargaining Agreement providing for contributions to the Resilient Floor Covering Pension Fund has been amended to provide for the creation of and contributions to the Resilient Floor Covering Excess Benefit Plan.

(A) The Administrator of the Resilient Floor Covering Pension Fund will, on a monthly basis, determine the amount of employer contributions to be directed to the Excess Benefit Plan in the following month. Subject to the limitations in paragraph B, said amount will be the amount necessary to pay the full amount of benefits payable to retired participants in the Resilient Floor Covering Pension Fund in excess of the benefits permitted under IRC SECTION 415, increased by the amount necessary to pay payroll taxes and any necessary administrative costs; so that the net amount received by participants in the Excess Benefit Plan is the amount they have earned but cannot receive from the Resilient Floor Covering Pension Fund due to IRC SECTION 415 limits.

(B) Prior to the payment of employer contributions otherwise payable to the Resilient Floor Covering Pension Fund, the Trust Fund Administrator shall deduct the amount of contributions described in the paragraph above for deposit into the Excess Benefit Plan. Such amount shall not exceed one-half (1/2) of the employer contributions to the Resilient Floor Covering Pension Fund. Said monies will thereafter be used to pay the aforementioned amount to the Excess Benefit Plan beneficiaries, and to pay payroll taxes and any necessary administrative costs of the Excess Benefit Plan.

(C) Benefit payments to each of the Excess Benefit Plan beneficiaries will be first paid from the Resilient Floor Covering Pension Fund in the maximum amount pursuant to IRC

SECTION 415, and then supplemented by the amount determined to be payable to the beneficiary from the Excess Benefit Plan.

(D) The Excess Benefit Plan shall be administered in accordance with the Plan Document and amendments thereto creating and establishing same.

(E) The individual employers agree to be bound by all of the terms and provisions of said Plan Document, as the same has been or may hereafter be established and amended, and all lawful regulations adopted by the Trustees in accordance therewith.

## **ARTICLE 15 VACATION & HOLIDAY PAY**

**SECTION 1:** In order to provide funds for vacation and holiday pay, the Employer agrees to pay to a designated depository the sum of six percent (6%) of all gross wages, over and above all other compensation, for all journeymen employees in the jurisdiction of Local No. 1236. Apprentice vacation rates are four percent (4%) in accordance with ARTICLE 6.

**SECTION 2:** Vacation and holiday contributions shall be paid monthly in accordance with ARTICLE 13.

**SECTION 3:** The amounts paid for vacation and holiday pay shall be deposited to the account of the individual employee, and each employee hereby agrees (through the Union acting as exclusive bargaining agent) that any such funds remaining after the account has been in-active for two (2) years will be applied as provided in Section 4.

**SECTION 4:** In the event an individual account becomes inactive, i.e., having had no withdrawals or deposits for a period of two (2) years, that account upon the request of the Business Representative of the Union, shall be transferred to the Floor Covering Joint Apprenticeship and Training Fund. The Union will save, protect and hold harmless the Credit Union or bank, its successors and assigns, from any and all claims, lawful and unlawful, which may arise or be asserted by reason of its payment of such inactive accounts.

## **ARTICLE 16 SPECIAL DISPENSATIONS**

**SECTION 1:** Employees whose physical condition prevents them from earning the current rate of wages may be permitted to work for less. Such rate is to be agreed upon by the Employer, employee and the Union Business Manager, but cannot be less than seventy percent (70%) of the contract rate for their classification. All parties, the Employer, employee and Union, must sign a written Agreement prior to employment under this Section.

**SECTION 2:** Journeyman and apprentice employees who have suffered an on-the-job injury or illness may participate in a program whereby they can return to employment with their Employer upon a limited basis in an *Employer at Injury Work Program*. The work performed by these employees during their first ninety (90) days of re-employment is deemed to be covered work under this Agreement. During the first ninety (90) days of re-employment, the Employer shall pay fringe benefits on behalf of the employee as provided for in Article 13 of this Agreement.

**SECTION 3:** A journeyman who is receiving re-training due to lack of training, skills and/or experience within particular segments of the floor covering trade may be permitted to work for less than journeyman scale while working at a particular segment of the trade for which the journeyman is receiving re-training. The rate of pay shall not be less than seventy percent (70%) of the journeyman wage rate, and shall increase to the next bracket, 80%, 90% or 100%, every six months.

The re-training journeyman may be held back for cause with the concurrence of the Union and the Employer. The journeyman may be required to attend a maximum of twenty-four hours of JATC classroom training every six months in the segments of the trade that the journeyman is lacking skills as a requirement to advance to the next percentage bracket. In addition, vacation/holiday pay and all fringe benefits are payable at the journeyman rates as provided in ARTICLE 6, Section 3 of the Agreement during the re-training period. It is understood by all parties that the employee shall be considered a re-training "journeyman" member and will not be registered with the States of Oregon and/or Washington as an "apprentice". On all prevailing wage projects, re-training journeyman must be paid at journeyman rate to comply with state and federal laws. All parties, the Employer, employee and Union, must sign a written agreement prior to employment under this Section. Permission may be denied unless substantial employment exists. If granted, the Union retains the right to revoke such permit to offset any decline in substantial employment conditions or for other cause. Such training shall be in accordance with the rules and regulations established in conjunction with the JATC.

## **ARTICLE 17 RESTRICTION ON USE OF MATERIALS**

There shall be no limitation as to the amount of work an employee shall perform during the working day, nor shall there be any restriction of the use of machinery, tools or materials furnished by the Employer. Neither the Employer nor the Union intends to use or authorize the use of materials or methods injurious to any employee's health or safety, and nothing in this Agreement shall be construed to the contrary.

## **ARTICLE 18 HEALTH AND SAFETY REGULATIONS**

**SECTION 1:** If the Employer uses resilient decorative seamless surface coatings or similar materials and contact bond cement, the Employer shall furnish all employees using these materials adequate face respirators, filters and adequate blower exhaust units on the job.

**SECTION 2:** The parties agree to delegate to the Floor Covering Joint Committee the authority to discuss, prepare and adopt rules and regulations establishing and governing the conduct of a joint Employer and Union Safety Committee. The Floor Covering Joint Committee shall adopt these rules and regulations within ninety (90) days of the execution of this Agreement. The rules and regulations which are adopted shall be final and binding upon the parties and shall immediately become a part of this Section as though fully set forth herein.

**SECTION 3:** The parties agree to delegate to the Floor Covering Joint Committee the authority to discuss, prepare and adopt rules and regulations establishing and governing a Drug and Alcohol Policy. These rules and regulations shall be adopted within ninety (90) days of the execution of this Agreement and shall include rules and regulations pertaining to when employees may be required to be tested, the method of testing, employee rehabilitation and discipline. The



rules and regulations which are adopted shall be final and binding upon the parties and shall immediately become a part of this Section as though fully set forth herein.

## **ARTICLE 19 SETTLEMENT OF DISPUTES**

It is the intention of the parties to this Agreement that all disputes between said parties must be settled by their submission to a Floor Covering Joint Committee or as otherwise herein-after provided, and that there shall be no interruption of work except as provided in ARTICLE 13, Section 2, or for the failure of a party to abide by the decision of the Floor Covering Joint Committee or the Arbitrator; provided however, that nothing in this Agreement shall require Union members to cross any legal primary picket line validly established by a bona fide labor organization.

## **ARTICLE 20 FLOOR COVERING JOINT COMMITTEE**

**SECTION 1:** For the purpose of bettering the relationship between the Union and the Employer there hereby is established a Joint Labor Relations Committee, which shall be known as the "Floor Covering Joint Committee", which Committee shall have the authority and perform the functions set forth in this ARTICLE 20. The Floor Covering Joint Committee shall be composed of three (3) members representing the Employer, who shall be appointed by the Signatory Floor Covering Contractors, and three (3) members representing the Union, who shall be appointed by the Union. The Floor Covering Joint Committee shall have jurisdiction throughout the area covered by this Agreement. In order to facilitate the handling of its business, the Committee may establish and appoint such local or area committees as are deemed appropriate. The Joint Committee may delegate its powers and duties to such local or area committees. Further, in the event local or area committees are established, the representation on such committees shall be in the same ratio as the representation of the Employers and the representation of the Union on the Floor Covering Joint Committee established under this Section 1.

**SECTION 2:** The Floor Covering Joint Committee shall have the authority to determine questions relating to the application and interpretation of this Agreement and claims of violation of this Agreement. In no event shall the Joint Committee have any authority to add to, amend, modify, or to in any manner nullify or make inoperative the terms or provisions of this Agreement.

**SECTION 3:** The Floor Covering Joint Committee shall have the power to impose fines, direct the suspension of this Agreement as to any party found to be in violation of this Agreement, or impose other penalties on any party or parties to this Agreement for violation of any provision hereof, except in cases where the violation was caused by reasons beyond the control of the person or persons found to be in violation.

**SECTION 4:** The Floor Covering Joint Committee shall establish and determine its rules of procedure of its local or area joint committees and shall set the time and place for committee meetings. The Joint Committee shall have the power to expend such funds as are entrusted to it for the purpose of employing persons to assist in carrying out the business of the Committee, to maintain adequate records and for other purposes necessary to the Committee's authorized activity.

**SECTION 5:** In the transaction of official business of the Floor Covering Joint Committee, two members representing each party shall constitute a quorum. The unit rule shall

govern and any decision reached by the Committee must be the result of a majority vote. The decision of the Committee shall be final and binding upon all parties to this Agreement. In the event local or area committees are established, then this Floor Covering Joint Committee shall prescribe a quorum and determine the voting procedures based upon the principles set forth in this Section 5.

**SECTION 6:** In the event a matter is presented to the Floor Covering Joint Committee which involves an Employer who is not a member of the Signatory Floor Covering Contractors, but who is signatory to this Agreement, then such Employer, upon receipt of notice by registered mail, may elect to designate one non-Association Employer signatory hereto to serve as a member of the Joint Committee in lieu of one of the Employer representatives appointed by the Signatory Floor Covering Contractors. Such non-Association member Employer shall have the right to be present or to be represented at the meeting or meetings during which its matter is to be heard and shall have the right to present evidence and testimony. In the event such Employer fails or refuses to designate a non-Association Employer representative to serve as a member of the Committee, or fails or refuses to appear at the scheduled meetings, then in that event, the Floor Covering Joint Committee as regularly constituted may proceed in the same manner as if the Employer were present and represented as herein prescribed.

**SECTION 7:** Any sums of money to be collected by the Floor Covering Joint Committee by reason of imposition of fines, assessments or other penalties shall be deposited with the Floor Covering Industry Joint Apprenticeship and Journeyman Training Fund.

**SECTION 8:** The Floor Covering Joint Committee 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 Joint Committee has the authority and power to act. The Floor Covering Joint Committee shall have the right to have the books and accounts of any party signatory to this Agreement examined by an independent certified public accountant as to payroll records, payments made to employees covered by this Agreement, and payment of fringe benefits. The expenses for such auditing shall be paid for by the Joint Committee.

**SECTION 9:** All grievances or disputes involving the application of, interpretation of, or alleged claims of violation of this Agreement shall be determined in accordance with the provisions of this ARTICLE 20, Section 9, and shall be handled in the following manner:

(A) The matter shall first be discussed between a representative of the Union and the Employer, who shall attempt to adjust the grievance or dispute promptly.

(B) If the grievance or dispute is not satisfactorily adjusted by the Union representative and the Employer within two (2) working days from the date of the occurrence of the grievance or dispute, the matter shall be referred to the Floor Covering Joint Committee or to the appropriate local or area joint committee having jurisdiction over the area in which the grievance or dispute arose. The grievance shall be reduced to writing at the time it is referred to the Committee, shall state the Section(s) of the contract relied on and the relief requested and must be delivered to the Signatory Floor Covering Contractors within thirty (30) days after the incident occurred giving rise to the grievance or the claim will be considered waived. This thirty (30) day limitation shall not apply to any amounts payable as economic fringe benefits under ARTICLE 13. The Floor Covering Joint Committee shall convene within seven (7) calendar days of the submission to it of any matter in dispute.

(C) In the event the grievance or dispute is not settled in accordance with the established procedures of the Floor Covering Joint Committee, either party to this contract may, by written notice served on the Joint Committee and on the other party, refer the matter to an impartial arbitrator. In the event arbitration is required, the impartial arbitrator shall be chosen by requesting the Federal Mediation and Conciliation Service to submit the names of seven (7) persons qualified to act as arbitrators.

When said list has been presented, the representative of the Union and the representative of the Employer shall each have a choice of rejecting the names of three of these seven persons. The choices shall be exercised by the alternate striking of names from the list. The remaining or seventh person shall be selected as arbitrator and shall be promptly notified of his/her selection.

(D) The decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the impartial arbitrator necessary for the consideration and the determination of the grievance or dispute shall be borne and divided equally by the Union and the Employer. The impartial arbitrator shall not have authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

(E) In the event the decision of the impartial arbitrator involves a fine or monetary penalty, the arbitrator shall refer the matter back to the Floor Covering Joint Committee and the Committee shall then have the authority to impose such penalty or to select the fine or assessment.

**SECTION 10:** Jurisdictional disputes shall not be subject to the grievance procedure of this ARTICLE 20.

**SECTION 11:** The Committee shall adopt rules and regulations not in conflict herewith to govern its operation.

## **ARTICLE 21 CONTRACT ADMINISTRATION BOND**

**SECTION 1:** The Employer shall be required to provide an indemnity bond through a recognized bonding company in the amount of Ten Thousand Dollars (\$10,000), or cash in the amount of Ten Thousand Dollars (\$10,000), shall be deposited with the Trustees of the Contract Administration Trust at a time and manner prescribed by the Floor Covering Joint Committee. Such bond shall indemnify employees of the Employer with respect to Wages, Subsistence, Travel Time, Health and Welfare, Pension, Apprenticeship and Journeyman Training Fund, and Vacation and Holiday payments pursuant to the provisions of this Agreement, and to assure the payments of assessments levied for and in the character of liquidated damages by the Floor Covering Joint Committee.

**SECTION 2:** The bond of the Employer shall be deposited in duplicate with the Trustees at the time of signing the Agreement and the bond shall be a continuance bond which shall run for the entire duration of the Agreement in the full amount herein set forth.

**SECTION 3:** The terms and conditions of the indemnity bond, or the cash deposit hereinafter referred to as the "Cash Bond", as herein provided, shall be as follows:

(A) INDEMNITY BOND

1. The surety shall bind itself to pay any Wages, Subsistence, Travel Time, contributions to the Health and Welfare Fund, Apprenticeship and Training Fund, Pension Fund, Vacation and Holiday payments, Industry Fund, LMCI and FTI, STAR all as required in this Agreement, and all assessments for and in the character of liquidated damages by the Floor Covering Joint Committee after the issuance of a decision of that Floor Covering Joint Committee as provided for in this Agreement.

2. In making a claim against any bond by reason of a delinquency in payments covered by such bond, the Floor Covering Joint Committee shall be required to give preference in said claims first on account of payments to the designated Health and Welfare Fund, the Apprenticeship and Training Fund and the Pension Fund; secondly, and thereafter, for Wages, Vacation and Holiday pay, Industry Fund, STAR, LMCI and FTI payments, Travel Time and Subsistence payments that are due and payable to employees; and thirdly, and thereafter, for assessments levied in the character of liquidated damages in whole or in part for violation of the terms and conditions of this Agreement.

3. Said indemnity bond shall be canceled when this Agreement has been terminated but only upon written application for such cancellation mailed to the Trustees of the Contract Administration Trust, which written application must be accompanied by a written release from the Floor Covering Joint Committee.

(B) CASH BOND

1. Cash, herein termed a "Cash Bond", shall be deposited with the Trustees of the Contract Administration Trust, and said bond shall be subject to the levying of claims in the same manner as the indemnity bond in (A) above, and claims so levied shall be paid directly by the Trustees of the Contract Administration Trust from the principal of such cash bond.

2. Said cash bond principal, when once deposited, shall be refunded only when this Agreement has been terminated, or upon application therefore to the Trustees of the Contract Administration Trust, which application must be accompanied by a written release from the Floor Covering Joint Committee.

3. The Trustees of the Contract Administration Trust shall have the authority to deposit all or any part of said funds received by said Trustees in a custodianship, savings or commercial bank account, together with similar funds received from other Employers and the Trustees shall have the authority to invest such funds together with funds received from other Employers in United States Government Bonds, Certificates of Deposit, or other investments as approved for trust funds. The Trustees shall collect and retain all income received by reason of interest or otherwise derived from the investment of deposit of said funds.

**SECTION 4:** The parties to this Agreement do hereby specifically designate and authorize the Trustees of the Contract Administration Trust to receive any and all Contract Administration Bonds required to be posted and/or deposited under this ARTICLE 21.

**SECTION 5:** In the event of the termination of this Agreement in accordance with the termination provisions hereof, all bonds posted or deposited with the Trustees remaining in effect

as of the date of such termination of this Agreement shall be deemed canceled as of that date and shall, not less than ten (10) days nor more than sixty (60) days following such termination, be returned or paid over to each and every party respectively posting or depositing such bond.

**SECTION 6:** If, during the effective term of this Agreement, the Employer defaults more than twice during the term of this Agreement in the making of any payment ordered and directed to be paid by the Floor Covering Joint Committee, except defaults in payment of assessments or levies in the character of liquidated damages, then in that event, the Employer, upon receipt of notice from the Floor Covering Joint Committee shall be required to post or deposit a second bond in the amount of Ten-Thousand Dollars (\$10,000), which additional bond shall be posted or deposited in the same manner as required for the posting and depositing of a bond by an individual Employer signatory as prescribed in Section 1, above. Thereafter, any claims assessed or levied by the Floor Covering Joint Committee against the Employer shall be levied or assessed first against the original bond. Any additional unpaid claims shall then be levied or assessed against the second bond provided herein.

## **ARTICLE 22 CONTRACT ADMINISTRATION TRUST**

**SECTION 1:** There has been established and created the Floor Covering Contract Administration Trust. The Floor Covering Contract Administration Trust is created in order that all employees covered by this Agreement shall receive the benefits to which they are entitled by reason of this Agreement, and for the purpose of the effective administration of this Agreement.

**SECTION 2:** The Employer accepts, ratifies and agrees to be bound by the terms and provisions of the Floor Covering Contract Administration Trust Agreement, as amended.

**SECTION 3:** The Floor Covering Contract Administration Trust established in accordance with this ARTICLE 22 shall be administered by a Board of Trustees, not less than three (3) in number, all of whom shall be elected or appointed by the Signatory Floor Covering Contractors.

**SECTION 4:** The Trustees of the Floor Covering Contract Administration Trust shall, among their duties more specifically described in the Agreement and Declaration of Trust, be empowered and specifically authorized to receive and to hold the Contract Administration Bonds required to be posted and/or deposited in accordance with the provisions of ARTICLE 21 of this Agreement. Said Trustees shall also be empowered and authorized to receive any payments made by reason of claims levied or assessments imposed by the Floor Covering Joint Committee, and shall be empowered to make payments to employees in accordance with determinations rendered by the Floor Covering Joint Committee whenever and as necessary to satisfy such claims. Except for presenting claims in verification of monies due or owing under the terms of this Agreement, the Floor Covering Joint Committee shall not participate in, control, or exercise any authority whatsoever over the administration of, or conduct of the business and affairs of the Floor Covering Administration Trust.

**SECTION 5:** The Trustees of the Floor Covering Contract Administration Trust shall have the power and authority to expend funds received by the Trust for the payment of administrative expenses reasonably incident to the transaction of the official business of the Floor Covering Joint Committee and for the payment of administrative expenses reasonably incident to the transaction of the official business of the Floor Covering Contract Administration Trust,

including the employment of clerical or administrative personnel to assist either the Trustees or the Floor Covering Joint Committee.

## **ARTICLE 23 ACCRETION CLAUSE**

This Agreement shall apply to present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit including, but not limited to, newly established or acquired operations.

## **ARTICLE 24 MATERIAL HANDLERS**

**SECTION 1:** Floor covering material handlers, whether full or part-time, are considered casual and intermittent and cannot use the tools of the trade or perform journeyman duties, except for floor sanding and removal of floor coverings. The job classification of material handler shall include duties such as pickup and delivery of materials handled by the Employer, the placing of materials on jobs, the pickup and delivery of shop tools, the removal of floor coverings, sanding in preparation of floor covering of pour-on/spray-on/roll-on/trowel-on materials, the cleaning and/or waxing of floors before and after installation, the handling of materials and cutting materials from rolls in the shop.

**SECTION 2:** The Union and the Employer shall agree upon the rate of pay for material handlers, which shall be no less than the minimum wage in the State the material handler is working. The Employer shall not be required to pay fringe benefits on this classification of employee as required by ARTICLE 13 of this Agreement.

**SECTION 3:** All material handler employees of the Employer who are members of the Union on the date of execution of this Agreement shall maintain their membership as a condition of employment. All material handler employees who are not members of the Union on the date of the execution of this Agreement and all material handlers employed after the execution date of this Agreement shall, as a condition of further employment, become members of the Union immediately on the eighth (8th) day, upon terms and qualifications not more burdensome than those applicable at such time to other applicants to the Union. In computing the seven-day grace period provided in this paragraph, all employment with an Employer or Employers who are members of the bargaining unit shall be totaled and only one such grace period shall be allowed during the term of this Agreement.

**SECTION 4:** The Employer shall notify the Union upon hiring a material handler, the name, social security number, address and phone number of the employee. The Union will require the applicant to pay an Application Processing Fee initiation fee of fifty dollars (\$50.00) at the time of application for membership.

**SECTION 5:** Upon accumulating two-thousand (2,000) hours work, the material handler shall make application to the Floor Covering Joint Apprenticeship and Training Program. Although contributions are not required to the Trust Funds, all hours worked by material handlers are to be reported on the monthly fringe benefit forms.

**ARTICLE 25**  
**FAVORED NATION CLAUSE**

It is agreed that in the event the Union shall enter into any labor contract with any Employer in the floor covering industry within the geographical jurisdiction of the Union in which contract the terms of which are mandatory subjects of bargaining as contained in this Agreement are more favorable to said Employer than the terms herein, said more favorable terms shall then become a part of this Agreement.

**ARTICLE 26**  
**ANTI-DISCRIMINATION CLAUSE**

There shall be no discrimination by the Employer or Union against any employee on account of race, creed, color, sex, religion, age or handicap. Whenever in this Agreement the masculine or feminine gender is used, it shall be deemed to include the feminine or masculine gender.

**ARTICLE 27**  
**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.

**ARTICLE 28**  
**WORK PRESERVATION**

**SECTION 1:** The parties understand and agree that a primary purpose of this Agreement is to preserve work which has traditionally been performed by employees in the Employer's bargaining unit.

**SECTION 2:** Except as provided in ARTICLE 3, the work covered by this Agreement at the job site shall not be subcontracted or otherwise transferred by the Employer but shall be performed by employees working under the terms and conditions of this Agreement.

**ARTICLE 29**  
**NEW AGREEMENT**

If the parties hereto cannot agree voluntarily thirty (30) days prior to termination date in extending this Agreement or in formulating a new Agreement as to wages, hours and working conditions for the ensuing year, the parties hereto agree to call in an International Representative of the International Union of Painters and Allied Trades to confer with both parties, and to have no interruption of work during such procedure.

**ARTICLE 30  
SEPARABILITY**

It is not the intent of either party to violate any laws in conflict with this Agreement. If any portion of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected thereby.

**ARTICLE 31  
DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until March 31, 2023, and thereafter as herein provided. Written notice of the desire of either party to affect changes in the Agreement for the year following March 31, 2023, or any year thereafter, shall be served on the other party not later than January 1st of that year, in which case the Agreement shall be opened to proposed changes by both parties. If no such notice is given, this Agreement shall continue in full force and effect from year to year.



# WORKING AGREEMENT

*Between*

**LINOLEUM, CARPET & SOFT TILE APPLICATORS**

**LOCAL UNION NO. 1236**

**I.U.P.A.T. DISTRICT COUNCIL NO. 5**

*And*

**SIGNATORY FLOOR COVERING CONTRACTORS**

This Collective Bargaining Agreement of April 1, 2020, is made and entered into by and between the undersigned Floor Covering Contractor and Linoleum, Carpet and Soft Tile Applicators Local Union No. 1236, fully affiliated with District Council No. 5 of the International Union of Painters and Allied Trades, AFL-CIO:

**SIGNED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Company Name

**BY:** \_\_\_\_\_  
Signature  
Company Representative

**BY:** \_\_\_\_\_  
Business Representative  
Local Union No. 1236  
I.U.P.A.T. District Council No. 5

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
Firm Address

\_\_\_\_\_  
City, State, Zip

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_\_) \_\_\_\_\_  
FAX Number

\_\_\_\_\_  
E-MAIL Address

nl/opeiu #11/afl-cio  
{contract 2020}