

**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 THE**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

**Telephone: 617-825-6141 Fax: 617-282-5047 Email: floorlu2168@gmail.com**

**Effective: September 1, 2012 through August 31, 2016**

## 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 and seamless composition floors.

**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 CRI 104-2002, 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. Scrapping** — The term “scrapping” 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, serging, 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 VIII**

### **Wages, Overtime and Shop Work Rates**

**Wages = \$6.25 over a four year period effective September 1, 2012 to be dispersed over a total of eight (8) six month increments.**

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

Zone I

	<u>09/01/12</u>	<u>03/01/13</u>	<u>09/01/13</u>	<u>03/01/14</u>
<u>Wages</u>	\$37.83			
<u>H/B</u>	9.80			
<u>Pension</u>	7.76			
<u>Annuity</u>	8.95			
<u>N.E.C.T.F.</u>	.30	.30	.30	.30
<u>C.I.T.F.</u>	.06	.06	.06	.06
<u>N.E.C.T.F.</u>	.20	.20	.20	.20
<u>F.I.L.F.</u>	.20	.20	.20	.20
<u>C.L.M.P.</u>	.42			
<u>F.F.C.C.</u>	.02	.02	.02	.02
<u>I.F.W.C.</u>	.02	.02	.02	.02
<u>N.L.M.P.</u>	.02	.02	.02	.02
<u>VAC.</u>	1.33			
<u>W. Assessment</u>	1.69			
<b>TOTAL</b>	\$68.60			

Zone II

	<u>09/01/12</u>	<u>03/01/13</u>	<u>09/01/13</u>	<u>03/01/14</u>
<u>Wages</u>	\$35.52			
<u>H/B</u>	9.80			
<u>Pension</u>	7.76			
<u>Annuity</u>	8.95			
<u>N.E.C.T.F.</u>	.30	.30	.30	.30
<u>C.I.T.F.</u>	.06	.06	.06	.06
<u>N.E.C.T.F.</u>	.20	.20	.20	.20
<u>F.I.I.F.</u>	.20	.20	.20	.20
<u>C.L.M.P.</u>	.42			
<u>F.F.C.C.</u>	.02	.02	.02	.02
<u>I.F.W.C.</u>	.02	.02	.02	.02
<u>N.L.M.P.</u>	.02	.02	.02	.02
<u>VAC.</u>	1.33			
<u>W. Assessment</u>	1.69			
<b>TOTAL</b>	\$66.29			

Zone III

	<u>09/01/12</u>	<u>03/01/13</u>	<u>09/01/13</u>	<u>03/01/14</u>
<u>Wages</u>	\$29.69			
<u>H/B</u>	7.20			
<u>Pension</u>	7.76			
<u>Annuity</u>	5.60			
<u>N.E.C.T.F.</u>	.30	.30	.30	.30
<u>C.I.T.F.</u>	.06	.06	.06	.06
<u>N.E.C.T.F.</u>	.20	.20	.20	.20
<u>ELI.F.</u>	.20	.20	.20	.20
<u>C.L.M.P.</u>	.42			
<u>F.F.C.C.</u>	.02	.02	.02	.02
<u>I.F.W.C.</u>	.02	.02	.02	.02
<u>N.L.M.P.</u>	.02	.02	.02	.02
<u>VAC.</u>	.00			
<u>W. Assessment</u>	1.34			
<b>TOTAL</b>	<b>\$52.83</b>			



**Floorcoverers Local 2168 - X Stamp - Total Cost \$30.77/hour as of 9/01/12**

<u>P</u>	<u>A</u>	<u>H/B</u>	<u>NECTF</u>	<u>DUES</u>	<u>NECTF</u>	<u>FHF</u>
\$7.76	\$8.95	\$9.80	\$0.30	\$1.69*	\$0.20	\$0.20
<u>CITF</u>	<u>NLMP</u>	<u>CARP L/MP</u>	<u>FFCC</u>	<u>IFWC</u>	<u>VAC</u>	
\$0.06	\$0.02	\$0.42	\$0.02	\$0.02	\$1.33*	

\* After Tax Payroll Deduction

**Floorcoverers Local 2168 – W. MA Stamp - Total Cost \$23.14/hour as of 9/01/12**

<u>P</u>	<u>A</u>	<u>H/B</u>	<u>NECTF</u>	<u>DUES</u>	<u>NECTF</u>	<u>FHF</u>
\$7.76	\$5.60	\$7.20	\$0.30	\$1.34*	\$0.20	\$0.20
<u>CITF</u>	<u>NLMP</u>	<u>CARP L/MP</u>	<u>FFCC</u>	<u>IFWC</u>		
\$0.06	\$0.02	\$0.42	\$0.02	\$0.02		

**1<sup>st</sup> Year Apprentice - J Stamp - Total Cost \$15.03/hour as of 9/01/12**

<u>A</u>	<u>H/B</u>	<u>NECTF</u>	<u>DUES</u>	<u>NECTF</u>	<u>FHF</u>
\$1.79	\$9.80	\$0.30	\$0.87*	\$0.20	\$0.20
<u>CITF</u>	<u>NLMP</u>	<u>CARP L/MP</u>	<u>FFCC</u>	<u>IFWC</u>	<u>VAC</u>
\$0.06	\$0.02	\$0.42	\$0.02	\$0.02	\$1.33*

**1<sup>st</sup> Year Apprentice – Western MA J Stamp - Total Cost \$10.24/hour as of 9/01/12**

<u>A</u>	<u>H/B</u>	<u>NECTF</u>	<u>DUES</u>	<u>NECTF</u>	<u>FHF</u>
\$1.12	\$7.20	\$0.30	\$0.68*	\$0.20	\$0.20
<u>CITF</u>	<u>NLMP</u>	<u>CARP L/MP</u>	<u>FFCC</u>	<u>IFWC</u>	
\$0.06	\$0.02	\$0.42	\$0.02	\$0.02	

\* After Tax Payroll Deduction

## 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) journeyperson 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 Joint Apprenticeship Committee, 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%

The Employer shall make the following annuity contributions for all apprentices indentured after September 1, 2005: 1<sup>st</sup> year 20%, 2<sup>nd</sup> year 40%, 3<sup>rd</sup> year 60%, and 4<sup>th</sup> year 80% of the journeyman annuity contribution. First year apprentices will not receive pension contribution. Work assessment will be based on 2.5% of Zone I total package. 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, 2012- February 28, 2013**

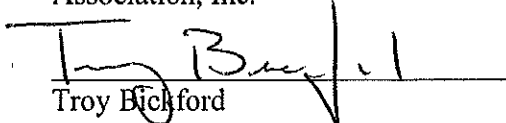
<b>STEP</b>	<b>ZONE I</b>	<b>ZONE II</b>	<b>ZONE III</b>
50%	\$18.92	\$17.76	\$14.85
55%	\$20.81	\$19.54	\$16.33
60%	\$22.70	\$21.31	\$17.81
65%	\$24.59	\$23.09	\$19.30
70%	\$26.48	\$24.86	\$20.78
75%	\$28.37	\$26.64	\$22.27
80%	\$30.26	\$28.42	\$23.75
85%	\$32.16	\$30.19	\$25.24

ARTICLE XXXII

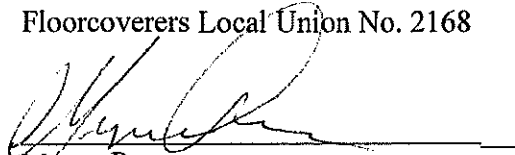
Expiration

This Agreement will expire August 31, 2016 except that if neither party to this Agreement gives notice in writing to the other party on or before June 30, 2016 that it desires a change after August 31, 2016 then this Agreement will continue in effect until August 31, 2017 and so on each year thereafter unless on or before June 30th of each year thereafter a notice is given by either party.


Northeast Flooring Contractors  
Association, Inc.

  
Troy Bickford  
Chairman of the Board

Floorcoverers Local Union No. 2168

  
Mynor Perez  
Business Manager

Executive Secretary-Treasurer

  
Mark Erlich

Dated this 20 day of September.

### **Zone Area Definition**

**Zone 1:** All of Suffolk County 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 and Nantucket and Martha's Vineyard and everything within the Dukes County.

**Zone 2:** Will constitute the rest of the cities and counties west of the U.S. Interstate 495 of the jurisdictional area of Carpenters/Floorcoverers Local Union 2168 including south of the Cape Cod Canal and out to the western boundary line of Worcester County.

**Zone 3:** Berkshire, Franklin, Hampshire and Hampden Counties.