

**AGREEMENT BETWEEN
INDEPENDENT CONTRACTORS
AND
DISTRICT COUNCIL 3 and
RESILIENT FLOOR & DECORATIVE COVERING
WORKERS LOCAL UNION NO. 2014**

Topeka and Lawrence Area

April 1, 2019 – March 31, 2022

AGREEMENT

This Agreement is made and entered into this 1st day of April, 2019 by and between Independent Contractors, hereinafter referred to as the Employer and District Council 3 and Local Union 2014, affiliated with the International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as the Union. The Employer acknowledges this is the only Agreement in effect between the Employer and the Union.

PREAMBLE

This Agreement has been consummated for the purpose of stabilizing the Floor Covering Industry and to promote continuity of work, to maintain stability in the conditions of employment, and the continuance of mutually beneficial relations and for the purpose of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time. The parties hereto have agreed that the understanding hereinafter set forth shall be binding on all parties hereto individually and collectively.

It is agreed that there will be no discrimination against present employees or applicants for employment because of Union membership, race, color, age, national origin or sex.

ARTICLE I
Union Recognition

The Employer (s) recognizes District Council 3 Painters and Allied Trades (“the Union”) as the sole and exclusive bargaining agent, within the meaning of Section 9 (a) of the National Labor Relations Act, for all employees covered by this Agreement. Such recognition is predicated on the Union’s demand for such recognition, and upon 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 National Labor Relations Act.

ARTICLE II
Trade Jurisdiction

The Bargaining unit includes all workmen who handle the tools of the trade in doing all work which may consist of measuring, cutting, cleaning, waxing, and laying of old and new carpet, linoleum and all types of resilient floor and wall covering material, whether in sheets, rolls, squares, or interlocked plastic, laminated plastic and metal wall tile, fitting devices for attachment of carpet, linoleum, rubber and all other resilient floor and wall coverings, and fitting of metal caps and corners used in the installation of linoleum and plastic counters, tables, steps and the preparatory work of the craft for all aforesaid. Artificial turf and derivatives thereof, also shall include Monolithic covering (Monolithic shall mean; All resilient seamless materials such as epoxy, polyurethane, plastics and their derivatives, components, systems and all other materials used as a resilient floor or wall covering, exclusive of the in which they are applied).

ARTICLE III
Area Jurisdiction

The geographic area covered by this Agreement shall include the following counties in Kansas: Allen, Anderson, Atchison, Brown, Butler, Chase, Clay, Cloud, Coffee, Cowley, Crawford, Dickerson, Doniphan, Douglas, Ellsworth, Franklin, Geary, Greenwood, Jackson, Jewell, Jefferson, Lincoln, Lyon, Marion, Marshall,

Miami, Mitchell, Nemaha, Neosho, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Washington, Wabaunsee, Wilson, and Woodson, and such other area as may be assigned by the International Union of Painters and Allied Trades.

ARTICLE IV Union Security

Section 1. It shall be a condition of employment that all employees of the Employers covered by this Agreement, who are members of the Union in good standing, on the execution date of this Agreement, shall become and remain members in good standing and those who are not members in good standing on the execution date of this Agreement, shall become and remain members in good standing of this Union after the eighth (8th) day following the beginning of employment or the effective date of this Agreement, whichever is later; except that, in the event that particular Employer is not engaged primarily in the building and construction industry, his employees shall become and remain members in good standing of this Union after the 31st day following the beginning of employment, or the effective date of this Agreement, whichever is later.

Section 2. The above paragraph in this Article III shall not be effective in the State of Kansas and shall in no event permit or require greater Union security than permitted by State or Federal laws applicable to this Agreement. In the event applicable laws are changed at any time during the life of this Agreement so as to allow greater Union Security, then in such event, this Agreement may be immediately reopened at the option of the Union for the purpose of negotiating a more favorable Union Security Clause. If such negotiations shall not result in a mutually satisfactory Agreement either party shall be permitted all legal or economic recourse.

ARTICLE V Hours of Employment

Forty (40) hours shall constitute a week's work to be divided as follows: Eight (8) hours each day to be performed between the hours of 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. Upon mutual Agreement between the Employee and Employer, starting time may begin between 6:00 a.m. and 10:00 a.m. for

eight (8) consecutive hours. All work performed outside the hours set forth above shall be classified as overtime and charged for as follows: One and on-half (1-1/2) for all overtime except Sundays and Holidays, which will be at the double time Holidays, a written permit will be secured from the Union by the Contractor with the names of the people who will be working. One of the journeymen must have the permit on him. All other overtime will be called in. The Saturday overtime rate will apply only if the employee was available to work in the previous week.

On special occasions, when an Employer is bidding remodel work and the owner of the job site insists the work be performed outside of the regular working hours, the Employer may reduce the wage rate to \$4.00 per hour above the basic hourly wage rate for work performed between the hours of 4:00 p.m. and 8:00 a.m. This rate shall apply for eight (8) hours only. The Employer must call the Union if he is bidding this type job and list such job. Should an Employer fail to notify the Union and its scheduled employees twenty-four (24) hours in advance of a shift rate job, (1-1/2) shall be paid. Any employee may refuse to work at the shift rate (\$4.00 over scale), without being subject to discharge and/or disciplinary action.

New Year's Day, Memorial Day, Christmas Day, Fourth of July, Veteran's Day, Thanksgiving Day from Midnight to Midnight shall be paid for at the rate of double time, if required to work, in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. The day after Thanksgiving Day shall be considered an optional holiday, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. If an employee requests this holiday, the Employer shall have no recourse as to disciplinary action or discharge.

When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. When any of the above mentioned holidays fall on a Saturday, then the preceding Friday shall be observed if it is designated as a National Holiday.

ARTICLE VI

Wages

Section 1. Only those employees who have upgraded themselves by attending the required number of hours of training as outlined in Article VI, shall receive the journeymen wage. Those employees who fail to complete the required training shall be classified as Tradesman and shall receive the applicable rate.

Base wage rates shall be as follows, effective April 1, 2019:

	Basic Hourly Rate	H&W	Pension	DC3 PATTF
Journeyman 4/1/19	\$27.00	\$4.40	\$7.90	\$0.20
Tradesman 4/1/19	\$26.50	\$4.40	\$7.90	\$.020

April 1, 2019 \$.85 will be added to the wage package to be disbursed as needed between wages and fringe benefits. April 1, 2020 \$1.25 will be added to the wage package to be disbursed as needed between wages and fringe benefits.

April 1, 2021 \$1.00 will be added to the wage package to be disbursed as needed between wage and fringe benefits.

For Employers wishing to participate, 10% of gross wages shall be paid into a Holiday and Vacation Fund as outlined in Article XIII. Any increases in Health and Welfare payments shall be deducted from the present wage structure of each respective employee if occurring during the term of this contract.

Section 2. Apprentices wage rates shall be computed on a percentage of journeymen’s wages:

1 st period...50%	5 th period...70%
2 nd period...55%	6 th period...75%
3 rd period...60%	7 th period...80%
4 th period...65%	8 th period...90%

Section 3. On jobs employing three (3) or more journeymen and/or apprentices, the Employer shall designate one journeyman as foreman. Foreman shall receive \$0.30 per hour more than the highest paid journeyman he supervises. No owner or part-owner shall be classified as foreman.

Section 4. (a) Paydays: Wages of all regular employees are due and payable at 4:30 p.m. Friday of each week. Not more than three days may be held back to allow the Employer to make up payroll. Occasional workers shall be paid in full when laid off. Upon failure of the Employer to pay at the stipulated time, waiting time shall be at the one and one-half rate; however waiting time shall not exceed eight (8) hours out of each twenty-four (24) hours.

(b) Members of the Union shall report any waiting time to the union Representative not later than 48 hours after wages were due and payable.

Section 5. Compensation for all work performed shall be computed on an Hourly basis. Work shall not, under any circumstances, be done by piece work, contract, nor by direct bargaining between the Employer and the employees.

Section 6. The Employers agree to show all paycheck stubs or statements each payday an itemized account of the employee's earnings and deductions which will 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 7. Any employee called for less than a full day's work shall be guaranteed and paid for a minimum of two (2) hours show up time if no work is performed, and a minimum of four (4) hours for any work less than four (4) hours duration.

The Employer shall reimburse the Employee for any expenses incurred in the parking of cars in parking lots garages, and for all telephone toll charges accrued in the interest of the Employer.

Section 8. Where an employee is required to use his own mode of transportation in the service of the Employer, he shall be paid a daily rate for the use of said vehicle as follows: April 1, 2016, \$28.00, up to 150 miles per week, plus the standard mileage rate as determined by the Internal Revenue Service on all miles over 150 miles per week. The employee shall furnish current proof of insurance to the employer.

An employer shall be paid each day that he uses his vehicle, unless said employee goes directly from his home to the job and direct from the same job to his home, and is not required to transport materials, equipment or tools, other than his grip tools. This paragraph shall not apply, however, when said employee is traveling from his home to the Employer's shop or vice versa.

When an employee is required to use his own mode of transportation for trips outside a radius of 40 miles from the Main Post Office, he shall be paid the standard mileage rate as determined by the Internal Revenue Service for all miles outside the perimeter of the aforesaid area. The daily rate shall not apply when making said trip except when employee is required to report to shop.

Section 9. All fringes are due by the 10th of the month and are delinquent on the 15th day of the month. In the event that contributions provided for Vacation-Holiday, Health & Welfare, Pension, Apprenticeship and Dues Check-Off are transmitted to the depository later than the 15th day of the month following the month for which such contributions are payable, the Employer shall be liable for ten (10%) of the amount due to defray additional costs in handling delinquent accounts, and shall pay attorney fees if required for a collection of delinquent accounts in addition to any other obligation contracted in Trust Agreements.

ARTICLE VII Travel Time & Expense

Employees traveling to jobs located outside a forty (40) mile radius from the Main Post Office that requires staying overnight shall receive a reasonable hotel and \$25.00 per diem.

The rate of pay for travel time outside the forty (40) mile radius will be thirty dollars (\$30).

ARTICLE VIII Mastercraft Certificate Program

Section 1. The Employer and the Union agree that in order to maintain excellent craftsmanship in the Industry, all Journeyman represented by the Union must

continue to upgrade and improve their knowledge and skills through educational training. The Joint Apprenticeship and Journeyman Training Committee shall have the responsibility of providing the availability of opportunities for training of employees.

After successful completion of nine (9) credit hours of training a "Mastercraft Certificate" shall be issued in conjunction with full Journeyman status. A certificate for each succeeding year may be issued, provided annual training requirements of six (6) credit hours training by April 1st, of each year, to retain their certification and status as Journeyman.

A list of those completing the above hours will be furnished by the Union to the Employers on an annual basis.

ARTICLE IX Responsibility Clause

The employees agree that when an installation is unsatisfactory, the Employer may, within a period of two (2) weeks from the time of installation, report the same to the Union Representative, who shall visit the job with the Employer. In the event the Union Representative and the Employer agree that the mechanic is at fault, the Employer may require the mechanic to forfeit his time or reinstall the job. The Employer agrees that in the event that such faulty installation is the fault of the Employer, then the Employer alone shall make his own adjustments as are necessary. This Article shall not be subject to arbitration.

ARTICLE X Hoists

No employee shall ride any hoist or elevator unless designated as a personnel carrying hoist approved by certificate of inspection from the recognized governmental certifying authority.

ARTICLE XI Check-Off of Administrative Dues

Section 1. Every Employer signatory to this Agreement hereby agrees to

check-off from the wages of any employee employed by such employer during the term of this Agreement administrative dues in the amount of three and a quarter percent (3.5%) of gross wages for each hour worked or paid for and to remit said amount to the Union office in the following manner. Any person who performs work under this Bargaining Unit shall be covered by this Article. The Union shall give the employer thirty (30) days advance notice in writing of any change in the amount of dues that will be deducted from the employee's paycheck.

- (a) For each payroll period, the employer will deduct from the wages of each employee the amount specified in the Agreement based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.

- (b) On or before the 10th day of each month, the employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

Section 2. When a signatory employer performs a job within the jurisdiction of a union affiliated with the International Union of Painters and Allied Trades other than the union signatory hereto and the by-laws of that other union contain a provision for administrative dues or Union Representative "assessment", the Employer shall check-off from the wages of the employees covered by this agreement and employed on that job administrative dues or Union Representative "assessment" in the amount stated in that other Union's by-laws, and shall remit said amount to that other union. In the event that other union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement. In performing check-off, the procedure specified in Section (1) a-b will be followed, except that it shall be the responsibility of said other union to notify the employer in writing the amount of administrative dues or Union Representative "assessment" specified in its by-laws, and to submit to the employer a copy of the by-laws or the applicable by-laws provision. When the signatory employer performs a job within the jurisdiction of a union affiliated with the International Union of Painters and Allied Trades other than the union signatory hereto, and the by-laws of that other union contains no provisions for

administrative dues or Union Representative “assessment” the employer shall be bound by Section (1).

Section 3. The obligations of the employer under Section (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues authorization card.

Section 4. At the time of the employment of any employee, the employer will furnish to each such employee upon his request for his voluntary signature a dues deduction authorization card in triplicate, one copy of which is retained by the employer, one copy retained by the employee and the other returned to the Union, the form to be supplied such employer by the Union.

Section 5. On or before the 15th day of each month, the employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

ARTICLE XII Health and Welfare

Section 1. Effective April 1, 2019, signatory employers agree that in addition to the wages set out in the schedule attached to this Agreement each Employer shall pay \$4.05 per hour for each hour worked or paid for, into the Kansas Building Trades Open End Health and Welfare Fund.

The parties hereto agree to be bound by the terms and provisions of the Trust Agreements establishing such Fund, together with all changes or amendments thereto and all orders of the Trustees, recognizing that the Trustees have broad powers.

EMPLOYEE MEANS “UNION OR NON-UNION” AS REQUIRED BY SECTION 9 (A) OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED, 29 U.S. CODE 159(A) WHICH SPECIFICALLY REQUIRES A REPRESENTATIVE OF EMPLOYEES IN AN APPROPRIATE BARGAINING UNIT TO REPRESENT ALL EMPLOYEES (UNION AND NON – UNION) IN SUCH BARGAINING UNIT.

Section 2. The Employers agree to furnish to the Trustees of such Fund, upon request, such information and reports as they may require in the performance of their duties under the Agreement and Declaration of Trust. The Trustees or any authorized agent or representative of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of an Employer and to examine and copy such of the records, papers, and reports, of the payrolls only, of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions of Section 1 above.

Section 3. No employee shall have the option to receive instead of the benefits provided for by the Agreement and Declaration of Trust any part of the payments of an Employer. No employee shall have the right to assign any benefits to which he may be or become entitled under the Agreement and Declaration of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the Trusts therein created or through severance of employment otherwise.

Section 4. The Union Representative of the Union may withdraw or withhold employees from, and/or strike any contributing employer who becomes delinquent in his contributions. Such action shall not constitute a breach of any no-strike clause in the Agreement.

Section 5. The Trustees, in their own names as Trustees, may institute or intervene in any proceeding at law, in equity or in bankruptcy for the purpose of effectuating the collection of any sums due to them from the employer under the provisions of Section 1 of this Article, and/or other provisions as set forth in the Declaration of Trust.

Section 6. The Union agrees to furnish the Administrator of the Fringe Benefit Fund a quarterly listing of its membership, to permit a cross check means for the protection of the Trustees collection responsibilities as well as to assist in determining the covered employee's fringe benefit rights.

Section 7. Signatory employees agree that when employees covered by this contract are worked outside the jurisdiction of this contract, they will continue to pay the above per hour fringe benefits monies in areas which are not covered by

a collective bargaining agreement which requires them to pay into equivalent fringe benefit fund.

ARTICLE XIII
Central Collection System Clause

The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the `Central Collections` Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

ARTICLE XIV
The I.U.P.A.T. Union Industry National Pension Fund

The only agreement between the Employers and Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

1. (a) Commencing with the first day of October 1967, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the I.U.P.A.T. Union Industry National Pension Fund for each employee covered by this Agreement as follows:
 - (b) For each hour or portion thereof, for which employee receives pay, the Employer shall make a contribution effective April 1, 2019 of 7.90 per hour to the above named Pension Fund.

(c) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

(d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees and probationary employees.

(e) The payments to the Pension Fund required above shall be made to the "I.U.P.A.T". Union and Industry National Pension Fund", which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

4. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

5. The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

ARTICLE XV

Vacation and Holiday Plan

Section 1. For Employers electing to participate, the Employer shall pay as Vacation and holiday Allowance ten percent (10%) of the gross hourly wages.

Section 2. The Employer shall make all legal payroll withholdings for income tax, social security, state, etc., from the total gross wages (including the additional 10% Vacation and Holiday Allowance), and then shall withhold the full amount of the Vacation and Holiday Allowance for transmittal on a monthly basis to the depository.

Section 3. The Vacation and Holiday Allowance shall be sent to the depository by the Employer on a monthly reporting form to be deposited in the employee's individual accounts.

Section 4. The monthly transmittal shall cover every employee subject to this Agreement on the payroll.

Section 5. Employees may make withdrawals, at any time, in any amount from their accounts during any one calendar year, providing they leave a balance of at least five dollars (\$5.00).

Section 6. It is the intention that individual vacations should as far as possible be granted to each employee in accordance with recognized vacation practices. It is recognized that this may not always be practical, on account of particular jobs; sickness of individual men or other sufficient reasons; and it shall be necessary in such cases to make vacation arrangements to fit the needs of each particular job or shop.

Section 7. In accordance with a trust agreement executed by the parties, there is hereby established a Vacation and Holiday Inactive Accounts Trust Fund.

The purpose of this Trust is to combine all monies left in the Vacation and Holiday accounts that have been inactive for two (2) years.

When an individual account has not had any activity for a period of two (2) years, the monies shall be placed in an escrow account. During the two (2) years after the money has been transferred to the escrow account the individual may claim the money but no interest will be paid to him.

The Trust shall have the authority to dispense monies from the escrow account for the purpose of promoting the floor covering industry. The only monies that can be withdrawn by the Trust are the monies that have been in the escrow account for two (2) years.

The Trust shall consist of two (2) members from the Contractors and two (2) members of Local Union No. 2014.

ARTICLE XVI

The Painters and Allied Trades Labor Management Partnership Fund

Section 1. (a) Commencing with the 1st day of April, 1996, and for the duration of the Agreement and any renewals or extension thereof, the Employer agrees to make payments to The Painters and Allied Trades Labor Management Partnership Fund ("Fund") for each employee covered by this Agreement, as follows:

(b) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of six cents (\$0.06).

(c) For the purpose of this Article each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees and probationary employees.

(e) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

(f) The Employer hereby irrevocably designates as its representative on the Board of Trustees, such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

(g) All Contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

(h) If an Employer fails to make contributions to the Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no - strike" clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE XVII

Apprenticeship and Journeyman Training

Section 1. The Employer agrees to contribute for each of his own employees in classifications covered by this Agreement the sum of twenty cents (\$0.20) per hour for each hour worked or paid for.

Such payment shall be paid to the District Council 3 Painters and Allied Trades Training Fund for the purpose of financing the Apprenticeship and Training

Program. Such payments shall be payable at the same place and in the same manner as the Vacation and Holiday contributions and Dues Check – Off.

Section 2. The Employer hereby agrees to accept the terms of the District Council 3 Painters and Allied Trades Training Fund and any amendment as may from time to time be made thereto, are hereby incorporated by reference and made a part of this Agreement.

Section 3. Apprentices. One (1) apprentice shall be allowed for every three or major portion thereof as journeymen employed and shall work under the same conditions as journeymen, provided, however, that the terms of this section may be changed from time to time as conditions warrant. Such changes to be agreeable to both parties to this Agreement. Apprentices shall be at least eighteen (18) years of age.

Section 4. The Joint Apprenticeship Standards as adopted and registered with the U.S. Department of Labor Division of Apprenticeship and Training shall be an integral part of this Agreement.

Section 5. The Joint Apprenticeship and Journeyman Training Committee shall have the authority to administer and effectuate the provisions of the Standards and the policies, rules and regulations of the Committee.

Section 6. The Joint Apprenticeship and Journeyman Training Committee shall consist of six (6) members, three (3) appointed by the Employers and three (3) appointed by the Union.

Section 7. All apprentices shall be indentured to the Joint Apprenticeship and Journeyman Training Committee and shall be given preference when the Employers require apprentices.

Section 8. Employers wishing to hire apprentices must first be approved as a training agency by the Joint Apprenticeship and Journeyman Training Committee.

Section 9. The Employers and the Union agree that all apprentices employed in the trade shall attend Vocational School classes established by the Joint Apprenticeship and Journeyman Training Committee for all training of said

apprentices and to assist in the enforcement of all rules and regulations now in effect or hereafter adopted by the Joint Apprenticeship and Journeyman Training Committee, and agree to discharge and not rehire any apprentice who fails to comply with the above and who may have his apprenticeship agreement canceled as outlined in the procedure of the Apprenticeship Standards, Rules and Regulations.

Section 10. If the Joint Apprenticeship and Journeyman Training Committee 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. The Joint Apprenticeship and Journeyman Training Committee shall be empowered to call the Employer or the Employer's agent to its meeting to interview him regarding the training of apprentices.

ARTICLE XVIII

International Union of Painters and Allied Trades Finishing Trades Institute Fund (IUPAT FTI)

Section 1. (a) Commencing with the 1st day of April, 1996, and for the duration of the Agreement and any renewals or extension thereof, the Employer agrees to make payments to the Painters and Allied Trades Finishing Trades Institute (IUPAT FTI) Fund ("Fund") for each employee covered by this Agreement, as follows:

(b) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of six cents (\$0.06).

(c) For each hour worked or portion thereof for which an employee receives pay, the Employer shall remit said sum to the International Union of Painters and Allied Trades Finishing Trades Institute Fund (IUPAT FTI) for all Painters, Decorators, Drywall Finishers, Floor Coverers and Sign and Display Workers at such regular periods of time and in the manner and form as shall be determined by the Trustees of the International Fund.

(d) The Payments to the International Fund required in paragraph (b) above shall be made to the IUPAT FTI, which was established under an Agreement and Declaration of Trust dated May 1, 1995. The Employer hereby agrees to be

bound by and to the said Agreement and Declaration of Trust, as though he has actually signed the same.

(e) The Employer hereby irrevocably designates as its representative on the Board of Trustees of the IUPAT FTI, such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as are provided for in the aforesaid Trust Indenture.

(f) The Union hereby irrevocably designates as its representative on the Board of Trustees of the IUPAT FTI, such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(g) The parties hereto further agree to be bound by all actions taken by the Trustees of the IUPAT FTI pursuant to the said Agreement and Declaration of Trust.

(h) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

(i) If an Employer fails to make contributions to the IUPAT FTI within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

(j) The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of said Internal Revenue Code and other applicable laws and regulations so as to enable the Employer at all times to treat contributions to the Apprenticeship Fund as a deduction for income tax purposes.

ARTICLE XIX
Contract Administration Bond

Section 1. The Employer hereby agrees to put up an insurance bond as set forth:

Any Employer with less than four employees	\$2,000.00
Any Employer with less than seven employees	\$4,000.00
Any Employer with less than ten employees	\$6,000.00
Any Employer with more than ten employees; for each Three employees, an additional	\$2,000.00

Such bond shall indemnify employees of the Employer with respect to wages, health and welfare, vacation and holiday, apprenticeship and pension plan payments.

Section 2.

- (a) The Local Union shall be required to first access any bond delinquency on account of payments of wages and the designated health and welfare funds, vacation pay, apprenticeship and training funds and pension funds.
- (b) Said Insurance Bond principal, when once deposited, shall be refunded when this Agreement has been terminated or upon application to the Local Union after satisfactory proof that the Employer is no longer engaged in business covered by this Agreement and determination by the Local Union that all liabilities guaranteed by this bond have been paid.
- (c) Any Employer who is thirty (30) days delinquent will be required to make weekly deposits and provide a bond according to Section 1 of this Article.

ARTICLE XX
The Floor Covering Joint Committee

IT IS HEREBY AGREED to establish a Joint Committee, for the purpose of providing an expert and neutral tribunal for the interpretation and administration of this Agreement.

Section 1. Establishment of the Joint Committee. To serve the purpose hereinabove set forth, there shall be a permanent Floor Covering Joint Committee, herein referred to as the "Joint Committee" at all times during the terms of this Agreement, and establishment in the manner hereinafter set forth:

- (a) Membership. The members (and alternates) of the Joint Committee shall be designated by the Independent Contractors and the Union. The Independent Contractors shall designate three members and two alternates, and the Union shall also designate three members and two alternates. Alternates may attend all meetings but shall not be entitled to vote except in place of such regular members. These members (and alternates) shall be chosen for their technical knowledge of the industry for their ability to act as disinterested arbiters.
- (b) Vacancies which may occur shall be filled by the party represented by the vacating member.
- (c) The Joint Labor-Management 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 Labor-management Committee have the authority to add to, alter, amend, modify or in any manner nullify or make inoperative the terms of this Agreement.
- (d) The Joint Labor-Management Committee shall have the power to require payments for and in the character of reasonably liquidated damages, direct the suspension of this Agreement as to any party found to be in violation of this Agreement for a reasonable period of time, or impose other conditions on any party, or parties to this Agreement for violation was caused by reasons beyond the control of the person or persons found to be in violation.

- (e) In the transaction of official business of the Joint Labor-Management Committee, two (2) members representing each party shall constitute a quorum. Any decision reached by the Committee must be the result of the majority vote; but Labor and Management shall cast an equal number of votes. The decision of the Committee shall be final and binding upon all parties to this Agreement, provided, however, that if the Committee has recorded to a tie vote, the matter shall be referred to arbitration as provided in Section 2 of this Article.
- (f) Any sums of money except service charges ordered to be paid to individuals or Trust Funds by an order, directive or decision of the Joint Labor-Management Committee shall be paid to or deposited with the Trustee of the Contract Administration Trust. All penalties assessed by the Joint Labor-Management Committee shall be payable to a charity fund designated by the Labor Management Committee.
- (g) The Joint Labor-Management Committee shall have the right to summon, question and examine any party to this Agreement, or their representatives or agents, in connection with any question or matter on which the Joint Labor-Management Committee has the authority and power to act.
- (h) The cost of the Joint Labor-Management Committee shall be borne equally between the Union and Contractor.

Section 2. 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 contract, and shall be handled in the following manner;

- (a) The matter shall be first be discussed between a representative of the Union and individual Employer involved, who shall attempt to adjust the grievance or dispute promptly.
- (b) If the grievance or dispute is not satisfactorily adjusted between 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 Joint Labor-Management Committee, which shall meet within 14 calendar days of the date of the grievance referred to it.

- (c) In the event the grievance or dispute is not settled in accordance with the established procedures of the Joint Labor-Management Committee, any two (2) members of the Joint Labor-Management Committee may, by written notice served on the Joint Labor-Management 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 five (5) persons qualified to act as arbitrators. When said list has been presented, representative of the Union and representatives of the Employer shall each have the choice of rejecting names of two (2) of these five persons qualified to act as arbitrators. These choices shall be exercised by the alternate striking names from the list. The remaining person shall be selected as arbiter and shall be notified of his selection within forty-eight (48) hours after submission of list.
- (d) The decision of the arbitrator shall be final and binding upon the parties to the Agreement and shall have the effect of a legal judgement. The fees and expenses of the impartial arbitrator or dispute shall be borne by the party against whom the arbitrator's award is made.

Section 3.

- (a) The Joint Labor-Management Committee shall have the right at any time to require the production of and/or the audit of any and all records of any signatory to this Agreement which in its judgement will assist it in the proper performance of its functions as defined herein. The Committee shall have the power to require all parties to testify under oath before a Notary Public and to require such parties to subscribe to a written statement of their testimony under oath before a Notary.
- (b) The right to access of the Joint Labor-Management Committee to records specifically includes, but is not limited to payroll records. The Committee shall have the authority to delegate to others the duty of inspecting or examining records.

Section 4. On and after the date of signing this Agreement, every Employer although a party hereto, must be registered with the joint Labor-Management

Committee. The following information shall be required when registering: Firm name, address, name or owner or owners, average number of Journeyman and Apprentices employed, copies of non-ownership liability insurance carried by Employer on employee's vehicle and Workmen's Compensation Insurance Certificate made out from said carrier to the Joint Labor-Management Committee.

Section 5. Every Employer shall keep the Joint Labor-Management Committee currently advised of his business address and telephone number. In an Employer operates more than one business establishment, he shall keep the Joint Labor-Management Committee currently informed of the address and telephone number of such establishments.

Section 6. It is agreed the Union shall not authorize a strike and the Employer shall not authorize a lockout, until all grievance procedures as outlined in this Agreement have been exhausted.

ARTICLE XXI Employer

Section 1. Employer as used in this Agreement. The term "Employer" includes but is not limited to, any owner or part owner of any establishment performing work within jurisdiction of the Union as hereinafter set forth, whether such owner be an individual or entity, such as a partnership or corporation; and such term shall also include any person, whether partner or corporate officer or otherwise, with the authority including apparent or ostensible authority to execute this contract or otherwise establish the policy of said establishment.

- (a) The Employer shall not engage in the execution of contracts of sub-contracts requiring the art, knowledge, experience, skill and ability to execute preliminary and preparatory work and/or the fabrication and installation of carpet, linoleum, vinyl and/or resilient and decorative covering of walls, floors, ceilings, counter tops and similar surfaces and all other such work within the jurisdiction of their Agreement on construction job sites except where the subcontractor complies with the terms and conditions of this Agreement.
- (b) The Employer shall provide and maintain is good working order mechanical equipment necessary for the fabrication and installation

work done by the Employer within the scope of this Agreement.
Employer shall also provide any safety equipment for installation of any material as recommended by the manufacturer.

- (c) Workmen's Compensation, State Unemployment Compensation and Liability Insurance covering employees in the amount of \$100,000/\$300,000, shall be a requirement of the Employer.
- (d) The Employer shall comply with all Federal, State, County and City requirements, where applicable, for the proper performance of work within the jurisdiction of this Agreement.
- (e) Owner shall employ at least one full-time journeyman mechanic other than an owner mechanic. Owner mechanics shall divide all work covered by this Agreement equally with journeyman employees. Owner-mechanics will not be permitted to work on any overtime work and in no event will more than one owner mechanic from any one shop be permitted to work on job sites.
- (f) No Employer shall work with the tools of the trade as an Employee of another Employer while maintaining his establishment under the terms of this Agreement as an Employer performing work within the scope of this Agreement.
- (g) Any Employer doing work in a locality other than at its principal place of business shall conform to the prevailing standards for labor with regards to wages, hours and conditions of employment as evidenced by the appropriate collective bargaining agreements in effect in such locality and where permitted by law, he shall further conform with such additional master labor agreements as may have been negotiated between the locals of the International Union of Painters and Allied Trades, and the appropriate Employer Association or Associations, if any.
- (h) When any employer needs to hire employees he must call the Union Hall and if the Union cannot furnish men within forty-eight (48) hours he may hire anyone, providing he pays the journeyman scale and fringes. He must also let the Union know the names, social security numbers and dates the men are hired.

- (i) Any Employer who fails, or refuses, or otherwise neglects to comply with the wages, hours and conditions of employment, prevailing within the territory and jurisdiction of the Union for work performed within its jurisdiction shall be deemed an unfair Employer. Any Employer who complies with the wages, hours and conditions of employment required by this Agreement is conclusively presumed to be complying with the prevailing wages, hours and conditions of employment.

ARTICLE XXII

Top Workplace Performance Clause

Section 1. Should any person referred for employment by terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

Section 2. A termination shall not be considered as “for cause” for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

Section 3. The provisions in Sections 1 and 2 notwithstanding, a Termination Review Committee, composed of members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Trade Board, “composed of two (2) members appointed by the Business Manager/Secretary-Treasurer – Treasurer of the District Council and two (2) members appointed by the Employer Association”] 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 complete discretion, that equity requires such action.

ARTICLE XXIII Work Rules

Section 1. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this agreement has the right to withdraw employees covered by this agreement whenever the employer party to the agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 2. Struck Goods. It shall not be in violation of this agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his employer performs by arrangement, with an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or person on strike.

Section 3. Each contractor, who has signed this Agreement, agrees that before starting any overtime work that the Union Representative will be notified and permit for said job will be produced before starting time. No Employer shall discharge a man for upholding the rules of this Agreement.

Section 4. A shop steward shall be appointed by the Union Representative, in shops where Union members are employed, to check working cards of journeymen and apprentices and to report to the Union violations of this Agreement.

- (a) The Union shall be notified forty-eight (48) hours prior to the discharge or lay-off of a shop steward.
- (b) The Union Representative shall have the authority to remove men from any shop or job for violations of this Article.
- (c) No employee shall be discharged for reporting violations of this Agreement.

Section 5. Authority to call a work stoppage, should this Agreement be violated, or for any reason, is designated only to the Union Representative and/or the Executive Board of District Council 3. No other person or persons are authorized

by the Union to act as their agent for this purpose; and any work stoppage not authorized in this manner shall not be recognized by the Union.

Section 6. The Employer shall at all times provide safe tools, materials and equipment and safe working conditions. This also shall include all transportation furnished by the Employer, whether it be by truck or car. If at any time in the opinion of the employee, job steward or Union Representative, such tools, equipment, materials or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall not be required to work with such tools, material and equipment or under such conditions unless or until they are made safe and approved by the Union or its authorized agent. No employee shall be dismissed or otherwise be disciplined for refusal to work with such tools, materials or equipment or under unsafe working conditions.

ARTICLE XXIV Safety and Health Act

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that work-related disease, sickness, death, injury or accident occurs.

ARTICLE XXV Sub-Contracting

Section 1. Employers shall sub-contract work to be done at the site of construction, alteration, or repair of buildings, structures, or other works, only to a person, firm partnership, or corporation that is party to a current agreement with the International Union of Painters and Allied Trades or District Council 3/ Local 2014, and having work and territorial jurisdiction over the job site construction work to be performed by employees of said person, firm, partnership or corporation.

Section 2. In the event an Employer sub-contracts works any work as provided in Section 1 above, there shall be contained in his contract with the sub-contractor a

provision that the sub-contractor shall be responsible for the payment of all wages and fringe benefits provided under the current agreement with said wages or fringe benefits, the Employer shall become liable for immediate payment of all such sums upon being notified of non-payment by said appropriate Union.

Section 3. No individual who is not under the jurisdiction of the International Union of Painters and Allied Trades, District Council 3/ Local 2014, shall perform any work which is under the jurisdiction of District Council 3/Local 2014 when work is being done by or under the contract of the Employer.

ARTICLE XXVI Out of Area Agreements

The contractor or 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; and others shall be employed only from the contractor's home area.

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this agreement, both through the

procedure for settlement of grievances set forth in this agreement and through the courts.

ARTICLE XXVII
Successor Clause

This Agreement and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the employer's business is, in whole or in part, sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The employer shall give notice of the existence of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor, executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the employer (including partners thereof) shall be liable to the Union, and to the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of this Agreement.

ARTICLE XXVIII
Savings Clause

If any Article or Section of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article of Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement or

the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement restrained, as set forth above. The parties affected thereby shall enter into immediate collective bargaining negotiations upon request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either [arty shall be permitted all legal or economic recourse in support of its demand notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXIX

Preservation of Work Clause

Section 1. To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership the terms and conditions of this agreement shall be applicable to all such work.

Section 2. All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1 (to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2 (into the affected Joint Trust Funds to which this

agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, or governmental (for example, the National Labor Relations Board) channels.

Section 3. If, after an Employer has violated this Article, the Union and/or Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorney's fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article, which may be available to the Union and/or the Joint Trust Funds.

ARTICLE XXX

Political Action Fund

Effective April 1, 2002, Members of District Council 3/Local Union 2014 shall voluntarily contribute \$0.05 per hour contribution to the Political Action Fund, which will be deducted from wages and remitted to Political Action Together Political Committee (PAT-PC) of the International Union of Painters and Allied Trades.

ARTICLE XXXI

Labor Management

It is agreed by the parties that there will be an annual (yearly) meeting of contractors and union to discuss industry, improvements, etc.

ARTICLE XXXII
Duration and Renewal

In the event either party of this Agreement desire to terminate or change they must give the other party of this Agreement not more than ninety (90) days and not less than sixty (60) days written notice prior to the expiration of this Agreement.

In the event no written notice of desired changes in this Agreement is given as prescribed in this Article, then it shall be hereby mutually agreed that this Agreement renews itself from year to year.

This Agreement, effective on the 1st day of April, 2019, shall remain in full force until the 31st day of March 2022.

Dated this _____ day of _____ 2019

DISTRICT COUNCIL 3/LU 2014

INDEPENDENT CONTRACTOR

Union Representative

Country Carpet Inc.
Name of Company

By: District council #3
Signature

By: [Signature]
Signature

Name & Title (Please Print)

Name & Title (Please Print)

Kevin Bayless
Kevin Bayless

President

INDEPENDENT CONTRACTOR

____ Name of Company

By: _____

Signature

Name & Title (Please Print)

INDEPENDENT CONTRACTOR

____ Name of Company

By: _____

Signature

Name & Title (Please Print)

INDEX

Agreement	1
Preamble	1
Union Recognition	2
Trade Jurisdiction	2
Area Jurisdiction	2
Union Security	3
Hours of Employment	3
Wages	4
Travel Time & Expense	7
Mastercraft Certificate Program	7
Responsibility Clause	8
Hoists	8
Check-off Administrative Dues	8
Health & Welfare	10
Central Collection System	12
IUPAT Pension Fund	12
Vacation/Holiday Fund	14
Labor Management Corporation Fund	15
Apprenticeship & Journeyman Training	16
IUPAT FTI	18
Contract Administration Bond	20
Floorcovering Joint Committee	21
Employer	24
Top Workplace Performance	26
Work Rules	27
Safety & Health Act	28

Sub-Contracting	28
Out-of-Area Agreements	29
Successor Clause	30
Savings Clause	30
Preservation of Work Clause	31
Political Action Fund	32
Labor Management	32
Duration and Renewal	33
Signature Page	33