

MAY 1, 2004 to APRIL 30, 2010

**STANDARD CARPET, RESILIENT AND HARDWOOD FLOOR COVERING AGREEMENT
(Residential, Commercial, Institutional and Industrial)**

(Hereinafter referred to as the "Agreement")

BY AND BETWEEN:

UBCJA FLOORLAYERS' UNION LOCAL 1541

(Hereinafter referred to as the "Union")

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and those members added from time to time by notice given to the Union, and on behalf of the Society of BC Floorcovering Employers.

(Hereinafter referred to as the "Employer")

CLAUSE 1 -- MISSION STATEMENT AND OBJECT

1.01 Mission Statement

The Parties to this Agreement hereby agree that their mission shall be to increase market share by providing competitive, quality installations by a trained union workforce.

1.02 Object

The objects of this Agreement are to: stabilize the floor covering industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lockouts; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; and promote good public relations.

CLAUSE 2 -- APPLICATION, DURATION AND FILING

2.01 Application

(a) This Agreement shall apply to all floor covering work which falls within the jurisdiction and/or trade practice of the Union, as performed by Employees of the Employer on all Residential, Commercial, Institutional

and Industrial projects.

(b) An Employer becoming signatory to this Agreement understands and agrees that the obligation of the contract shall apply only on those projects which such Employer acquires subsequent to becoming signatory to this Agreement.

2.02 Duration

(a) This Agreement shall be for the period from and including May 1, 2004 to and including April 30, 2010, and from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date of expiry of this Agreement which is April 30, 2010 or immediately preceding the last day of April in any year thereafter, by written notice, to require the other Party to this Agreement to commence collective bargaining.

(b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

(c) Non Society Employers

(i) Non-Society Employers (i.e. those Employers who are not members of Construction Labour Relations Association of BC) hereby agree that "notice of lockout" shall only operate as terminating this Agreement if such notice is followed by the actual refusal to employ Union members on a project(s), and that this Agreement is terminated only when the actual lockout occurs.

(ii) Such Employers also agree that they shall not issue notice of lockout later than two (2) months following the concluding of a new Standard Floor Covering Agreement, and that if they do not give notice of lock-out and impose an actual lockout within the aforesaid time limit, they shall be bound by the terms and conditions of the new Standard Floor Covering Agreement as negotiated from time to time in the industry.

(d) The operation of Sections 50(2) and 50(3) of the Labour Relations Code of BC is hereby excluded.

(e) All amendments to the Agreement not covered by a specific date of application, shall become effective one (1) week after ratification of the Agreement by both parties (June 7, 2004).

2.03 Filing

A copy of this Agreement shall be deposited with the Minister of Labour for the Province of British Columbia.

CLAUSE 3 -- QUALIFICATIONS AND REGULATIONS OF EMPLOYERS

3.01 Subcontracting

(a) The Parties agree that Employers signatory to this Agreement that supply carpet, resilient, hardwood and/or related floor coverings normally have such material installed by Company Employees and are required to meet all of the qualifications and regulations contained herein.

(b) In the event an Employer subcontracts the installation of carpet, resilient, hardwood and/or related floor coverings to another Employer, such Employer to whom the installation was subcontracted shall also be signatory to this Agreement and shall be required to meet all of the qualifications and conditions contained except as provided herein.

(i) In the event that the Union is unable to supply skilled manpower, or suitable, competitive union subcontractors signatory to Local 1541 are not available, the Employer will notify the Union, prior to the award of a subcontract to a non-signatory employer, of the:

- location of the project,
- value of the installation, and
- approximate date of commencement.

The Union must be given a minimum of twenty-four hours between Monday 8:00am and Friday 4:00pm in which to endeavor to locate suitable, competitive union subcontractors to bid for the work in question. If the Employer and the Union are unable to locate such suitable, competitive subcontractors, it is understood and agreed that the Employer will be relieved of the subcontracting clause for such subcontracts; provided, however, the subcontractor selected is non-union and is registered with the Worker's Compensation Board. Further, this provision shall be limited to contracts of less than:

1. 250 square yards of carpet; or
2. 125 square yards of linoleum; or
3. 2000 square feet of hardwood.

Within thirty days of completion of the installation by a non-signatory firm, the Employer shall remit to the Union a payment in the amount of five percent (5%) of the value of the installation work performed by the non-signatory firm.

Any disputes under this section as to whether a union subcontractor is suitable and competitive shall be adjudicated by the Joint Conference Board within three days from the notification by either party.

Should an Employer be found by the Joint Conference Board to be in non-compliance with the provisions of this clause, the Joint Conference Board shall be empowered to:

- A. award damages to a maximum of the value of the labour portion of the subcontract; and/or
- B. suspend an employer's right to utilize the provisions of this clause for such period of time as deemed appropriate.

Damages awarded by the Joint Conference Board under this clause shall be paid by the Employer equally between the Apprenticeship and Install Funds.

(c) The subletting, assigning or the transfer of work by an Employer signatory to this Agreement to any Employer, firm or corporation not under agreement to the Union, shall be sufficient cause for the Union to cancel this Agreement with the signatory Employer.

(d) The Employer agrees that if any shop processing work is required (ie. cutting, fringing, sewing, etc.), other than in the Employer's own shop, such work shall be performed in a shop of an Employer who is also under Agreement with the Union.

(e) The Employer shall not sublet directly or indirectly, either in whole or in part, the labour services required by any contract to any Employee or group of Employees.

(f) The Union shall not permit its members to lump, contract or subcontract flooring work or to perform any work in this manner coming under the jurisdiction of this Agreement or work in any shop where lump work, piecework or subcontracting is done.

3.02 Registration and Licensing

(a) The Employer shall ensure that they are in compliance with the policies and/or regulations, including any provisions for registration which may be required therein, of all applicable federal and provincial government agencies, departments, legislation, etc. (i.e. Canada Customs and Revenue Agency, Employment Insurance Act, WCB, etc.), and shall provide the Union with their applicable registration number(s) upon request.

(b) The Employer shall also ensure that they are duly licensed in each city, municipality, town, village, etc. in which they contract for work.

3.03 Place of Business

(a) The Employer shall have a designated place of business devoted substantially to carpet, resilient and/or related floor covering materials.

(b) Such place of business shall be located in a zone permissible for its operation as required by the laws and ordinances for the area in which such business is located, and shall be open and staffed by personnel for business at least thirty seven and one-half (37½) hours per week.

(d) Sanitary facilities shall be provided on the premises for the use of Employees.

(e) The Employer shall maintain a business telephone number, in the name of their firm(s), to facilitate the contacting of Employers for the purpose of administering this Agreement.

3.04 Labour Contractors

(a) An Employer who hires a group of Employees for the purpose of contracting labour only may be referred to as a labour contractor and so defined for the purpose of definition within this Agreement.

(b) A labour contractor shall at all times employ a permanent staff of at least two (2) Union Employees. If at any time a labour contractor does not employ two (2) Union Employees on a permanent basis, the Union shall have sufficient cause to cancel this Agreement with such Employer without going through grievance procedure (Clause 25).

(c) An Employer who is defined as a labour contractor shall only accept contracts or work from other Employers under Agreement to the Union, or from licensed retailers who sell carpet and resilient and/or related floor covering materials who subcontract all of their installations and shop work to Employers signatory to this Agreement.

3.05 Security

(a) Any Employer not previously under Agreement, or those who have previously had an Agreement cancelled but have subsequently re-qualified to become signatory to this Agreement, shall deposit a security requirement suitable to the Floor Covering Joint Conference Society (FCJCS) in an amount no greater than twenty-five thousand dollars (\$25,000.00) for use in default of payment of wages. Such security requirement may be in form of cash, a negotiable bond, a firm guarantee from a bonding company or financial institution or any alternate form of security suitable to the FCJCS, and shall be held by the FCJCS for the aforementioned purpose.

(b) The security requirement shall be accompanied with a letter from the Employer authorizing the FCJCS to make payments up to twenty-five thousand dollars (\$25,000.00) for unpaid wages and unpaid monies to the Floor Covering Trade Promotional Fund (FCTPF), the Floorlayers Welfare Trust Fund, the Floorlayers Industry Pension Plan, and the Floorlayers Dues Supplement Fund, and any/all other Funds stipulated herein, if financial difficulties arise and current payrolls are not met.

(c) The security requirement shall be returned to the Employer after three (3) years from the date of signing this Agreement or such earlier date as may be approved by the FCJCS. In the event the Employer ceases business before the three (3) year period has elapsed and the Union is satisfied all wages and remittances are completely paid, the bond may be returned at any earlier date. Notwithstanding the foregoing, the bond shall not be returned until a minimum of one (1) year has elapsed from the date upon which such Employer became signatory to this Agreement.

CLAUSE 4 -- TOOLS AND EQUIPMENT

4.01 Employer Supplied

(a) (i) The following tools and/or equipment, if required, shall be supplied by the Employer: All power tools, power stretchers, power staplers, seaming irons and attachments, tile cutters, rollers, and/or any other equipment other than ordinary Floorlayers' tools. No Employee shall be required, and it shall not be a condition of employment, to supply these tools. All specialty knife blades shall also be supplied by the Employer to any Employee who is engaged in the installation of any floor covering material(s) that contain abrasive substances (i.e. Altro-Floor).

(ii) Notwithstanding the foregoing, in the event an Employee regularly supplies any/all of the tools and/or equipment provided for in Clause 4.01 (a) above, the Employer shall be responsible for the cost of any/all repairs to such Employee supplied tools and/or equipment, providing however, that such Employee has been employed by the Employer for a reasonable period of time, and that the damage to the particular tools and/or equipment was not the direct result of work performed by the Employee outside of the employ of the Employer.

(b) The Employer shall also supply hand trucks and/or dollies when an Employee is required to move furniture, appliances, heavy material, etc.

(c) All Employees shall be responsible to return Employer supplied tools and/or equipment issued to them, subject to conditions as outlined in Clause 6.06.

4.02 Journeyperson Supplied

(a) Carpet and Resilient - Basic

The following tools and/or equipment shall be provided by all Journeyperson Employees who install carpet and/or resilient floor covering materials:

awl (pin vise)	pencils
chalk line	pliers
chisels	propane torch or electric heat gun
claw hammer	putty knives (assorted)
dust brush and broom	sandpaper
extension cord and light	sharpening stone
files (flat and triangular)	screwdrivers (assorted)
hack saw	tin snips
level	tool box
measuring tape	trowel
metal punch	utility knife
mitre box	wrench
moulding lifter	wrenches (adjustable)
nail set	

(b) Carpet - Additional

In addition to the tools and/or equipment provided by all Journeymen Employees who install carpet and/or resilient floor covering materials, all Journeypersons who install carpet shall also provide the following:

anchorite tool	pad knife
carpet base cutter	patching trowel
carpet seam roller (flat)	porcupine roller
carpet shears	razor knife
carpet tucker	rubber mallet
cookie cutter	seam squeezer
cushion back cutter	sewing needles
driving bar	stair tool
floor scraper	staple lifter
hammer stapler	straight edge
knee kicker	strip cutter
knives (assorted)	squeeze bottles
loop pile cutter	tack hammer
moulding lifter	wall trimmer
napping shears	

(c) Resilient Floor Covering - Additional

In addition to the Basic tools and/or equipment provided by all Journeyperson Employees who install carpet and/or resilient floor covering materials, all Journeypersons who install resilient floor covering materials shall also provide the following:

bar scribe	notched steel trowels
corner scribe	recess scriber
divider	seam roller
door pin tool	seam sealer kit
framing square	straight edge (2 metre)
knives (assorted)	universal scriber
lamine hand roller	wall trimmer

(d) Basic - Hardwood

The following tools and/or equipment shall be provided by all Journeyperson Employees who install hardwood floor covering materials:

bevel square	hand saw
block plane	nail set
broom	pencil scribe
chalk line	pry bar
combination square	tape measure
floor scraper	utility knife
frame square	wood chisels
hammer	

CLAUSE 5 -- WORKING PARTNERS AND SHAREHOLDERS

5.01 Any person operating a business and under Agreement to the Union retains the right to work with tools.

However, if more than one (1) member of the firm works with the tools, then at the time of signing this Agreement one (1) member shall be recognized as the Employer. All working partners that regularly perform work requiring the tools, skill or the ability of Floor Covering Installers shall become members of the Union and shall be employed under the same conditions as apply to all Employees coming within the scope of this Agreement.

5.02 Employees shall not be subject to termination or layoffs for lack of work so that the Employer or a working partner may complete such work. The Employer or a working partner shall not work overtime or in excess of regular working hours on the project which shall result in an Employee(s) being laid off for lack of work.

5.03 An indentured Apprentice shall not be recognized as an Employer.

CLAUSE 6 -- UNION SECURITY AND HIRING PROCEDURES

6.01 All Employees coming within the scope of this Agreement are to be members in good standing with the Union as a condition of their employment. When Floor Covering Installers and Apprentices are required, Union members shall be hired.

6.02 To obtain additional Floor Covering Installers and Apprentices, the Employer shall have the alternative of hiring from the Union, directly hiring a Union member or obtaining a Union member from another Employer signatory to this Agreement. If the Union cannot supply acceptable help within a period of twenty-four (24) hours, the Employer may obtain help elsewhere, provided, however, that all the provisions of Clauses 6:02, 6:03 and 6:04 are complied with.

6.03 If at any time competent Union members become available, such Union members shall, within forty-eight (48) hours, replace those Employees who have been issued a work permit, with the exception of those Employees previously dispatched to projects where room and board would normally be provided.

6.04 Hiring Slip

(a) Employees covered by this Agreement shall obtain a hiring slip through the Union Office prior to commencing work. Outside of the Lower Mainland, this process may be accomplished by telephone with follow-up mail. The hiring slip shall have such information as the Employee's name, category, rate of pay, Social Insurance Number, etc.

(b) On out-of-town projects where "local hires" are required, a new Employee may be hired, provided the Employee is a member of the Union or a permit is arranged for, and the Employer agrees to notify the Union for a hiring slip as soon as possible.

(c) Nothing in this Clause is intended to prevent a Union member from obtaining a job, or the Employer from name requesting an unemployed Union member, providing that in either case a hiring slip is obtained or arranged for from the Union prior to the commencement of work.

6.05 Job Stewards

Job Stewards may be appointed by the Union and shall be recognized on all jobs. Job Stewards shall not be discriminated against.

6.06 Responsibility for Damage

(a) No Employee, except in the case of wilful damage or gross negligence, shall be responsible for any damage or replacement of property occurring while performing work on behalf of the Employer.

(b) Examples of such damage include: (i) water damage caused by accidentally damaging water or heating pipes, (ii) fire or smoke damage caused through the use of volatile materials, (iii) damage caused by accepted procedures for regulating heat controls or making use of available power outlets or panels, (iv) vibration damage caused through the use of sanding machines or other power driven equipment, (v) damage caused by disconnection and/or connection of appliances and fixtures, and (vi) third party damage or theft of Company equipment and/or material on the project, and/or while being transported to and from work, or from project to project, on the Employer's behalf.

(c) Any unresolved dispute related to this Clause may be referred to the FCJCS for settlement prior to proceeding with the Grievance Procedure (Clause 25).

6.07 Non Affiliation Clause

Subject to reasonable notice given to the Employer it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for:

(a) rendering assistance to labour organizations;

(b) refusal on the part of Union members to work with non-union workers;

(c) refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose Employees are on strike against or are locked out by an Employer;

6.08 Multi-Employer Certification

The Parties to this Agreement shall cooperate in and support in every way the institution, at the initiative of the Union, of multi-employer certifications in accordance with the Labour Relations Code of BC. Such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July 1980) status quo between trades.

6.09 Union Access

(a) The Business Representative of the Union shall be admitted at all times to the premises of the Employer to conduct the legitimate business of the Union.

(b) Such Representative may also, by appointment, inspect the payroll records of the Employer to ascertain the number of hours worked and the amount of payments made to the Floorlayers Welfare Trust Fund, the Floorlayers Industry Pension Plan, the Floorlayers Dues Supplement Funds, and any/all other Employer contributions and Employee deductions required in accordance with this Agreement.

(c) In the event an Employer's records are found to be in error, the Union may take whatever steps are necessary to ensure such Employer corrects their payments as required.

CLAUSE 7 -- CHECK OFF

7.01 The Employer agrees to accept and honour the check off Union fees and dues pursuant to the provisions contained in the Labour Relations Code of BC.

7.02 The Union shall provide check off authorization cards to each Employer, and the applicable Union fees and dues shall be deducted from the first pay of each month and forwarded to the Financial Secretary's address as the Union may designate from time to time.

CLAUSE 8 -- HOURS OF LABOUR AND OVERTIME RATES

Notwithstanding the following provisions, hours of work may be varied to meet special conditions with the approval of the Union.

8.01 Regular Hours of Work

(a) Seven and one-half (7½) hours shall constitute a regular day's work between the hours of 8:00 am and 4:00 pm. Five (5) days shall constitute a week's work from Monday 8:00 am to Friday 4:00 pm.

(b) Employees shall be allowed a five (5) minute pick-up period prior to quitting time.

(c) The Parties acknowledge the need to establish hours of work which will allow Employers to operate on a competitive basis with the non-union sector by maximizing productivity. As a result, upon notification of either Party, a Joint Committee shall be established to assess the feasibility of the most appropriate hours of work within the floor covering industry. The Parties may also, upon mutual agreement, establish alternate hours of work from those stipulated herein, on all work governed by this Agreement, or a portion thereof. Notwithstanding the foregoing, the hours of work which may be established via an individual project agreement shall, on such project and for the duration of such project, supersede the terms and conditions contained within this Agreement.

(d) Should the crew and the Employer wish to vary start and finish times, a vote of members concerned will be taken and the majority position shall be adopted as to the start time. At no time shall the regular hours of work begin before 6:00 am or end after 6:00 pm. Should an Employer require additional personnel through the hiring hall on projects with varied start times, then the Employer shall notify the Union as to the starting time.

8.02 Lunch Break

A one-half (½) hour lunch period shall be at 12:00 noon during any regular day shift and after three and one-half (3½) hours work on any other shift and special projects.

8.03 Rest Breaks

Two (2) breaks of ten (10) minutes each, to be taken at 10:00 am and 2:30 pm on the project, shall be allowed in a regular working shift unless the time of the breaks has been mutually agreed on between the Employer and his Employees.

8.04 Overtime

All work performed in excess of the regular hours of work or the accepted variations therefrom, and outside the established shift hours, shall be considered overtime and shall be paid for as follows:

(a) All work performed prior to 8:00 am shall be paid for at the rate of double time.

(b) Installations on projects where work can be completed within two (2) hours during the same day for which overtime is required shall be paid for at time and one-half for the first two (2) hours in excess of the regular shift, and at double time thereafter.

(c) Saturdays

Saturday work on renovation and/or replacement shall be paid for at time and one-half between the hours of 8:00 am and 4:00 pm. All other work performed in excess of seven and one-half (7½) hours on Saturdays, and all work on brand new construction performed on Saturdays shall be paid for at double time.

(d) Sundays and Statutory Holidays (or a day observed as a Statutory Holiday)

All work performed on Sundays or Statutory Holidays, or days observed as Statutory Holidays, shall be paid for at double time.

(e) Overtime hours shall be properly recorded, shall be paid at the applicable overtime rate of pay, and shall be shown accordingly on an Employee's pay cheque. The practice of converting or extending an overtime hour to additional straight time hours shall not be permitted.

(f) Work performed on Saturdays, Sundays and Statutory Holidays, shall be evenly distributed between Union Employees only. An Employee issued a work permit shall not be permitted to work on the above days unless the Employer's Union Employees are not available. The foregoing does not apply to work on out-of-town projects where the Employer is supplying room and board.

8.05 Shifts

(a) The Second Shift shall be defined as any shift commencing at or after 4:00 pm. Employees working the second shift shall receive eight (8) hours pay for seven (7) hours work, and such shift shall end at or before 12:00 midnight.

(b) The Third Shift shall be defined as any shift commencing at or after 12:00 midnight. Employees working the third shift shall receive eight and one-half (8½) hours pay for seven (7) hours work.

(c) Work performed on the second or third shift may be paid for at the regular hourly rates only if such shift(s) is/are continued for three (3) or more consecutive work days. An Employee shall not be permitted to work two (2) consecutive shifts.

8.06 Occupied Buildings

(a) On projects in occupied buildings when work must be performed after regular working hours, a night shift may be worked, provided that eight (8) hours pay shall be paid for seven (7) hours work on any shift starting after 4:00 pm.

(b) On any shift starting after 10:00 pm, nine (9) hours pay shall be paid for seven (7) hours work.

(c) Overtime for such shifts shall commence after seven (7) hours of work, and shall be paid as follows: time and one-half for the first two (2) hours of work following the shift, and double time thereafter.

8.07 Call Out Time

An Employee reporting for work at the call of the Employer and not being able to start work because work is not available shall receive not less than two (2) hours pay. Any Employee commencing work shall receive not less than four (4) hours pay.

CLAUSE 9 -- WAGES

The minimum straight time hourly wage rates shall be as follows:

9.01 Journeyperson

	Jun 7/04	Nov 1/04	May 1/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07
Wage Rate * **	\$25.85	\$26.25	\$26.79	\$27.18	\$27.71	\$28.25	TBA

* The foregoing wage rates include a five cent (\$0.05) per hour tool allowance.

** Holiday Pay of 12% is to be paid in addition to the wage rates noted above.

Employer Contributions pursuant to Clauses 13, 14, 15 and 17

	Jun 7/04	Nov 1/04	May 1/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07
Health & Welfare	\$1.70	\$1.75	\$1.80	\$1.80	\$1.85	\$1.90	TBA
Pension	\$2.70	\$2.75	\$2.85	\$2.90	\$3.00	\$3.10	TBA
Trade Promotion Fund	\$0.19	\$0.24	\$0.24	\$0.25	\$0.25	\$0.25	TBA
CLR/Employer Fund	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
Industry Advance. Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Install Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
JAPlan	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Rehabilitation Fund	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Education Fund	\$0.00	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	TBA
Total Employer Contributions	\$4.97	\$5.42	\$5.57	\$5.63	\$5.78	\$5.93	TBA

Employee Deductions ***

	Jun 7/04	Nov 1/04	May 1/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07
Field Dues	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45

*** Field Dues deducted from Wages include the Union's contributions to both the Install Program and the Education Fund.

For the period May 1, 2007 through April 30, 2010, the monetary package shall be established in the following manner:

(a) The negotiating committees shall meet during the month of January 2007 to determine any amendments to the monetary package (wages, holiday pay, health & welfare, pension, and Trade Promotion Fund).

(b) Should the parties be unable, by January 31, 2007, to agree to the terms of the monetary package for the period May 1, 2007 to April 30, 2010, then the unresolved monetary issues shall be referred to an arbitrator for determination;

(c) The arbitrator shall be selected by mutual agreement of the parties.

9.02 Charge Hand

(a) Employees required to take charge of work shall be paid not less than one (1) additional hours pay at the regular hourly rate for each shift worked.

(b) On a housing project, apartment or a commercial type project where the Employer has four (4) or more Employees employed, the Employer shall designate one (1) Journeyman Employee as the Charge Hand.

(c) The Charge Hand shall be responsible for the general supervision of the Employees on a project, and when required by the Employer shall, for example, be responsible for recording the Employees' daily time on the project, notifying the Employer when necessary of material requirements, and fulfilling other accepted responsibilities of a Charge Hand.

(d) An Employee previously designated as a Charge Hand shall not be reduced in rate as long as more than two (2) Employees remain employed on the project.

(e) No Employee in charge of work shall be placed in charge of more than one (1) apartment or commercial type project.

9.03 Material Handler

(a) The Employer shall be permitted to hire a Material Handler(s) to perform work governed by the scope of this Agreement, however, such Material Handler(s) shall become a member of the Union prior to the commencement of work.

(b) A Material Handler shall work under the direction of a Journeyman and shall receive forty percent (40%) of the applicable Journeyman rate.

(c) The Employer shall not be required to remit contributions to the Floorlayers Industry Pension Plan on behalf of a Material Handler.

(d) After a six (6) month period as Material Handler, the Employer and/or the Union may recommend the Employee to the FCJCS for consideration for the Apprenticeship Program.

(e) A Material Handler shall not be a Journeyman or an indentured Apprentice.

9.04 Apprentice Floorlayer

The period for reaching the Journeyman rate shall be not longer than 5,400 hours, and at such time the Apprentice shall receive the Journeyman rate. The following rates shall apply only to indentured Apprentices and are subject to conditions contained in Clause 20.

Jun 7/04 Nov 1/04 May 1/05 Nov 1/05 May 1/06 Nov 1/06 May 1/07

Wage Rate * **

0 - 450 hours	50%	\$12.93	\$13.13	\$13.40	\$13.59	\$13.86	\$14.13	TBA
451 - 900 hours	55%	\$14.21	\$14.44	\$14.73	\$14.95	\$15.24	\$15.54	TBA
901 - 1800 hours	65%	\$16.80	\$17.06	\$17.41	\$17.67	\$18.01	\$18.36	TBA

		Jun 7/04	Nov 1/04	May 1/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07
1801 - 2700 hours	70%	\$18.10	\$18.38	\$18.75	\$19.03	\$19.40	\$19.78	TBA
2701 - 3600 hours	80%	\$20.68	\$21.00	\$21.43	\$21.74	\$22.17	\$22.60	TBA
3601 - 4500 hours	85%	\$21.97	\$22.31	\$22.77	\$23.10	\$23.55	\$24.01	TBA
4501 - 5400 hours	90%	\$23.27	\$23.63	\$24.10	\$24.45	\$24.94	\$25.43	TBA

* The foregoing wage rates include a five cent (\$0.05) per hour tool allowance.

** Holiday Pay of 12% is to be paid in addition to the wage rates noted above.

Employer Contributions pursuant to Clauses 13, 14, 15 and 17

	Jun 7/04	Nov 1/04	May 1/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07
Health & Welfare	\$1.70	\$1.75	\$1.80	\$1.80	\$1.85	\$1.90	TBA
Pension	\$1.40	\$1.40	\$1.42	\$1.45	\$1.50	\$1.55	TBA
Trade Promotion Fund	\$0.19	\$0.24	\$0.24	\$0.25	\$0.25	\$0.25	TBA
CLR/Employer Fund	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11
Industry Advance. Fund	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Install Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
JAPlan	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Rehabilitation Fund	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Education Fund	\$0.00	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	TBA
Total Employer Contributions	\$3.67	\$4.07	\$4.14	\$4.18	\$4.28	\$4.38	TBA

Employee Deductions ***

	Jun 7/04	Nov 1/04	May 1/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07
Field Dues	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45	\$1.45

*** Field Dues deducted from Wages include the Union's contributions to both the Install Program and the Education Fund.

9.05 Incapacity of Member Due to Age or Accident

Notwithstanding the foregoing, an Employee incapacitated by age or accident may be permitted to be employed at less than the regular scale of wages at a rate of pay mutually agreed upon by the Employee, the Employer, and the Union. The conditions of employment shall be amended so as to enable such Employees to continue with their employment.

9.06 Minimum Pay

An Employee coming within the scope of this Agreement who was receiving more for a classification,

including additional benefits and conditions prior to the signing of this Agreement, shall not be reduced to the minimum rate and conditions now in effect for that classification.

CLAUSE 10 -- ANNUAL VACATION AND STATUTORY HOLIDAY PAY

10.01 Percentage of Gross Earnings

(a) Employees shall receive from the Employer six percent (6%) of their gross earnings to provide for each Employee a three (3) week annual vacation with pay.

(b) All Employees shall receive from the Employer six percent (6%) of their gross earnings to provide for each Employee paid Statutory Holidays.

(c) The accumulated amount, twelve percent (12%), shall be paid on the gross earnings of each Employee regardless of the time worked and shall accrue to each Employee's credit.

10.02 Payment of Holiday Pay

Each member shall receive the amounts as set out above for Annual Vacation pay and Statutory Holiday pay. These amounts, twelve percent (12%), are to be paid either once per month or each pay cheque. On termination, each Employee shall receive their Annual Vacation pay and Statutory Holiday pay then owing.

10.03 Annual Vacation

An Employee's annual vacation period shall be arranged by mutual agreement between the Employer and the Employee. It shall be a violation of this Agreement for an Employee to forego the paid vacation or work for wages during the vacation period unless the Employee has permission from the Union to do so.

10.04 Statutory Holidays

(a) The recognized Statutory Holidays are:

New Year's Day	BC Day
* Heritage Day (i.e. 3 rd Monday in February)	* Friday preceding Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
* Friday preceding BC Day	Boxing Day

... and any other such day as may be declared a holiday by the Federal and/or Provincial Governments.

* refer to Clause 10.05 (c) for clarification.

(b) When a Statutory Holiday falls on a Saturday or Sunday, the following work day(s) shall be observed.

10.05 Working on Statutory Holidays

(a) If an Employee is requested to work on a Statutory Holiday or any day observed in place of a Statutory Holiday, such Employee shall be paid at the double time rate in addition to the regular Statutory Holiday pay, except as otherwise provided herein (see items b. and c. below).

(b) Notwithstanding the foregoing, no work shall be performed on Labour Day.

(c) Notwithstanding the foregoing, an Employee requested to work on Heritage Day, the Friday preceding BC Day, and/or the Friday preceding Labour Day, shall be paid at straight time. It shall not be deemed a violation of this Agreement if an Employee refuses to work on the aforementioned days. Refusal to work on these days shall not result in loss of time, discharge or any type of discrimination. On Industrial projects, Employees shall be paid at double time rates.

CLAUSE 11 -- TRANSPORTATION

11.01 Designated Zones

(a) All travelling time and transportation expenses beyond the following zones shall be paid for by the Employer: namely Vancouver City, University Endowment Lands, North Shore from Horseshoe Bay to Deep Cove inclusive but excluding Mt. Seymour Provincial Park, Burnaby, New Westminster, Port Moody, Coquitlam, Port Coquitlam, Pitt Meadows, Maple Ridge (west of 240th Street), Richmond, Delta, Surrey, White Rock, Langley (west of 232nd Street).

(b) The Employer shall make every effort to dispatch Employees to projects as close to their place of residence as practical.

(c) If the Employer's place of business is located outside the designated zones as outlined in Clause 11.01 (a), separate boundaries shall be drawn up and agreed to before this Agreement is signed and such boundaries shall replace Clause 11.01 (a) and be added to this Agreement as an Addendum.

(d) Any work performed outside the designated zones as outlined in Clause 11.01 (a) shall be classified as out of town work (Clause 12).

11.02 Transportation Expenses

(a) An Employee shall make a claim for all transportation expenses on each regular time card and such expenses shall be paid for by the Employer with the Employee's regular pay.

(b) The alteration of an Employee's legitimate transportation expenses claim by the Employer shall be deemed a violation of this Agreement.

(c) All toll charges (i.e. bridge, tunnel and ferry, etc.) shall be paid by the Employer.

(d) On projects where free parking facilities are not available and the Employee is required to use meter or pay parking, such costs shall be paid by the Employer.

11.03 Employee Use of Personal Vehicle

(a) An Employee shall not use a personal vehicle on Company business without authorization of a recognized official of the Employer.

(b) It shall not be deemed a violation of this Agreement if an Employee refuses to use his/her personal vehicle and/or to carry material and/or equipment therein, on Company business.

(c) Refusal on the part of an Employee to transport heavy or bulky material and/or equipment (i.e. drum sander, excessive quantity of carpet, underpad, sheet goods, tile, etc.) shall not result in loss of time, discharge or any type of discrimination.

(d) Transportation Allowance

An Employee using a personal vehicle for transportation purposes shall qualify for the following transportation allowances:

(i) An Employee who uses a personal vehicle for carrying Company material and/or equipment to attend a project shall receive eighteen dollars (\$18.00) for each shift.

(ii) An Employee who moves material and/or equipment to more than one project in any shift shall receive an additional seven dollars and fifty cents (\$7.50) per move to a maximum of thirty-three dollars (\$33.00) per day.

(iii) This clause also covers an Employee who is assigned to repair/adjustment type work and/or to small projects.

(iv) The Employer shall not be required to pay a daily transportation allowance to an Employee who does not report to the Employer's place of business and is dispatched directly to a project and is not required to move during a shift.

11.04 Company equipment when referred to in this Clause shall not include tools or equipment normally assigned to an Employee such as a tile cutter, roller, hand edger and small power tools.

CLAUSE 12 -- OUT-OF-TOWN PROJECTS**12.01 Employer Supplied Room and Board**

(a) Where an Employer finds it necessary to send an Employee to work on a project from which the Employee cannot return home daily, first class room and board shall be supplied and paid for by the Employer.

(b) Only Union members or permit workers having a clearance from the Union shall be employed on out-of-town projects where the Employer is supplying room and board.

(c) On the projects where the Employer is supplying room and board, if an Employee(s) is unable to work through no fault of their own and such Employee(s) remain at the project at the request of the Employer, the Employer shall pay such Employees a minimum of a full regular shift at the otherwise applicable hourly wage rate for each working day such Employee(s) is/are unable to work.

12.02 Travel To Out-Of-Town Projects

(a) All Employees required on out-of-town projects shall receive first class transportation to and from such project.

(b) For time spent travelling to and from the project, whether it be on a weekday, Saturday, Sunday, Statutory Holiday, the Employee shall be paid at the regular straight time hourly wage rate, not to exceed seven and one-half (7½) hours pay in any twenty-four (24) hour period.

12.03 Employee Use of Personal Vehicle

(a) Employees using their own vehicle at the request of the Employer for transportation purposes outside the designated zones as outlined in Clause 11.01 shall receive forty cents (\$0.40) per kilometre for all kilometres travelled, and travelling time shall be paid at the regular hourly rate.

(b) No Employee shall be required to travel in either a personal vehicle or Employer's vehicle for more

than seven and one-half (7½) hours pay in any twenty-four (24) hour period.

12.04 Application of Construction Camp Rules

Where camp accommodation, both standing and mobile, and catering services are provided at a project, such accommodation and catering services shall comply with the Construction Camp Rules and Regulations by and between the BCYT Building and Construction Trades Council and CLR, dated September 1, 1987 through August 31, 1997, and any subsequent revisions thereto.

12.05 Check-Out Allowance

(a) Any Employee who is living in accommodation provided by the Employer may, on any weekend, vacate or check out of such accommodations, and the Employer shall pay the Employee twelve dollars (\$12.00) per day where camp accommodation is provided, and fifteen dollars (\$15.00) per day where hotel or motel accommodation is provided.

(b) To qualify an Employee must work the scheduled shift prior to the weekend or Statutory Holiday and the scheduled shift after the weekend or Statutory Holiday, unless mutually agreed by the Employee and the Employer representative. Where this condition applies, time shall begin when the Employee returns to the project and commences work.

12.06 Periodic Leave

(a) An Employee, dispatched by the Employer to an out-of-town project where room and board is provided and the project is forty-five (45) calendar days or longer in duration, shall be entitled to have his/her return fare paid by the Employer at least as often as every thirty (30) calendar days.

(b) The Employer shall not be obligated to return the same Employee to continue work on the project.

(c) Employees electing to return to point of hire under this Section shall provide the Employer with seventy-two (72) hours' prior notice of their intent to do so.

CLAUSE 13 -- FLOOR COVERING TRADE PROMOTIONAL FUND (FCTPF)

The FCTPF, established pursuant to this Agreement, shall be supported, maintained and administered by the FCJCS in accordance with the FCJCS Constitution and Bylaws. (See also Clause 24.03.)

13.01 Employer Contributions

(a) Effective June 7, 2004, the Employer shall contribute nineteen cents (\$0.19) for each hour of work performed by each Employee coming within the scope of this Agreement to the FCTPF. This contribution will be increased to twenty-four cents (\$0.24) effective November 1, 2004 and twenty-five cents (\$0.25) effective November 1, 2005.

(b) Notwithstanding the foregoing, the minimum monthly remittance from each Employer shall be not less than twenty dollars (\$20.00).

13.02 CLR Contract Administration Fund

Eleven cents (\$0.11) per hour, inclusive of GST, of the Employer contribution to the FCTPF, shall be designated to the CLR Contract Administration Fund, and shall be remitted and distributed in accordance with the following:

(a) All signatory Employers shall contribute the sum of eleven cents (\$0.11), inclusive of GST, for each hour worked on behalf of each Employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) calendar days written notice.

(b) The Union shall collect and forward to CLR, without exception, all monies designated for the CLR Contract Administration Fund and received in accordance with the standard remittance form utilized by the Union. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

(c) A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CLR Contract Administration Fund.

(d) The March 12, 2002 Memorandum of Understanding signed by the Union, CLR and the Society of BC Floorcovering Employers, shall supersede the July 20, 1988 Agreement signed by the Union and the Floor Covering Joint Conference Board (the predecessor organization to the FCJCS), with respect to the contribution by Employers to a Floor Covering Employers Fund.

(e) Notwithstanding Clause 13.02 (d), thirty percent (30%) of the monies otherwise due and payable by the Union to the Society of BC Floorcovering Employers pursuant to the March 12, 2002 Memorandum of Understanding shall instead be deducted from such monies prior to payment, combined with an equal matching amount payable by the Union, and the resulting total forwarded to the United Brotherhood of Carpenters Floor and Wall Covering Joint Apprenticeship Training Committee. The Society of BC Floorcovering Employers shall, in turn, receive the remaining seventy percent (70%) of such monies.

13.03 Install Program

The FCJCS shall establish, implement, maintain and operate the Install Program in accordance with the FCJCS Constitution and Bylaws, and the Install Program shall be funded through contributions from both the Employer and the Union as follows:

(a) Effective November 1, 2004, the Employer will contribute twenty cents (\$0.20) per hour to the Install Program which shall be remitted and distributed in accordance with Clause 18.

(b) Effective November 1, 2004 the Union, on behalf of its members, shall contribute twenty cents (\$0.20) per hour for all hours worked under the terms of this Agreement to the Install Program. Such contributions shall be made by the Union in a similar manner as prescribed in Clause 18.

(c) Should the Install Program be terminated, in accordance with the FCJCS Constitution and By-laws, both the Employer and the Union contributions to the Install Program shall cease.

CLAUSE 14 -- FLOORLAYERS' WELFARE TRUST FUND

14.01 Employer Contributions

(a) Effective June 7, 2004, the Employer shall contribute one dollars and seventy cents (\$1.70) per hour to the Floorlayers' Welfare Trust Fund for each hour of work performed by each Employee coming within the scope of this Agreement. Effective November 1, 2004, such contribution shall be increased to one dollar and seventy-five cents (\$1.75) per hour; effective May 1, 2005 to one dollar and eighty cents (\$1.80) per hour; effective May 1, 2006 to one dollar and eighty-five cents (\$1.85) per hour; and effective November 1, 2006 to one dollar and ninety cents (\$1.90) per hour.

(b) In the event the Floorlayers' Welfare Trust Fund requires additional funding, the Employer and the

Union shall meet to ensure adequate funding is in place and shall do so under recommendations by the applicable Trustees.

14.02 General Provisions

(a) The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Fund. It is agreed that the terms of the Fund and its administration shall be entirely the responsibility of the original Trustees or their valid replacements, provided that the Fund is administered consistently with this Agreement.

(b) The Employer and the Union also agree to be bound by the terms of the Trust Agreement of the Floorlayers' Welfare Trust Fund and any amendments that are made from time to time. The Union agrees to become signatory to the aforementioned Trust Agreement.

CLAUSE 15 -- FLOORLAYERS' INDUSTRY PENSION PLAN

15.01 Employer Contributions

Notwithstanding the following, Employer contributions to the Floorlayers' Industry Pension Plan shall not be required on behalf of any Employee who is seventy (70) years of age or over.

(a) Journeypersons

The Employer shall contribute two dollars and seventy cents (\$2.70) per hour to the Floorlayers' Industry Pension Plan for each hour of work performed by each Journeyperson coming within the scope of this Agreement. Effective November 1, 2004, such contribution shall be increased to two dollars and seventy-five cents (\$2.75) per hour; effective May 1, 2005 to two dollars and eighty-five cents (\$2.85) per hour; effective November 1, 2005 to two dollars and ninety cents (\$2.90) per hour; effective May 1, 2006 to three dollars (\$3.00) per hour; and effective November 1, 2006 to three dollars and ten cents (\$3.10) per hour.

(b) Apprentices

The Employer shall contribute one dollar and forty cents (\$1.40) per hour to the Floorlayers' Industry Pension Plan for each hour of work performed by each indentured Apprentice coming within the scope of this Agreement. Effective May 1, 2005, such contribution shall be increased to one dollar and forty-two cents (\$1.42) per hour; effective November 1, 2005 to one dollar and forty-five cents (\$1.45) per hour; effective May 1, 2006 to one dollar and fifty cents (\$1.50) per hour; and effective November 1, 2006 to one dollar and fifty-five cents (\$1.55) per hour.

(c) Material Handlers

No Employer contribution shall be required to the Floorlayers' Industry Pension Plan for work performed by each Material Handler coming within the scope of this Agreement.

15.02 General Provisions

(a) The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. It is agreed that the terms of the Plan and its administration shall be entirely the responsibility of the original Trustees or their valid replacements.

(b) The Plan must be administered consistently with this Agreement and subject to any applicable government law or regulation and with the intention of meeting all the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by

the actions taken by the Employer and the Union Trustees under the Plan.

CLAUSE 16 -- FLOORLAYERS' DUES SUPPLEMENT FUND

16.01 The Employer shall deduct such an hourly amount as the Union shall from time to time direct, from each Employee in all classifications coming within the scope of this Agreement. Such deductions shall be remitted to the Floorlayers' Dues Supplement Fund.

16.02 If the Employer fails to make such a deduction from any Employee who is subsequently terminated, the Employer shall be responsible to remit the otherwise applicable deduction amount to the Union.

CLAUSE 17 -- OTHER FUNDS

The Employer shall make contributions to the following funds in the amount stipulated for each hour of work performed by each Employee coming within the scope of this Agreement.

17.01 BC Jurisdictional Assignment Plan Fund

(a) One cent (\$0.01) per hour.

(b) The BC Jurisdictional Assignment Plan, as agreed to between the Bargaining Council of BC Building Trade Unions (BCBCBTU) and CLR shall be binding upon the Parties.

(c) The Umpire is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bound to this Plan bring an independent action for back pay or other damages through the courts, arbitration, or the BC Labour Relations Board.

17.02 Industry Advancement Fund

Four cents (\$0.04) per hour.

17.03 Construction Industry Rehabilitation Fund

Two cents (\$0.02) per hour.

17.04 Education Fund

In recognition of the desire by the Employers signatory to this collective agreement and the Union on behalf of its members to establish and maintain an apprenticeship program, the following funding arrangements shall be established.

(a) Effective November 1, 2004 to April 30, 2007, the Employer shall contribute thirty cents (\$0.30) per hour for each hour worked by each employee employed under the terms of this Agreement, to the FCJCS.

(b) Effective November 1, 2004, the Union shall contribute twenty cents (\$0.20) per hour for each hour worked by each employee employed under the terms of this Agreement, to the FCJCS.

The parties to this Agreement further agree that the above-noted contributions may be extended by mutual agreement of the parties. Should additional funding be acquired from either the federal or provincial governments, or from floor covering manufacturers, then the amounts outlined above may be reduced by decision of the FCJCS.

The parties further agree that in the interest of encouraging Employers to hire apprentices to expand the supply of qualified floor covering Journeypersons, each Employer who, during each calendar year effective January 1, 2005, shall be reimbursed by the FCJCS in the amount of ten cents (\$0.10) per hour for each Journeyperson hour worked, providing the Employer has apprenticeship hours equalling at least twenty percent (20%) of the total hours reported by the company to the Floorlayers' Welfare Trust Fund. The percentage of apprenticeship hours as noted above may be amended by mutual agreement of the parties.

CLAUSE 18 -- PAYMENT OF FUNDS

The following provisions apply to the remittance of Union fees and dues, and/or Employer contributions and/or Employee deductions required in accordance with Clauses 7, 13, 14, 15, 16, and 17 of this Agreement.

18.01 Applicable Funds

The Employer shall, in accordance with this Agreement, remit Union fees and dues, and make payment to the Floor Covering Trade Promotional Fund, Floorlayers' Welfare Trust Fund, Floorlayers' Industry Pension Plan, Floorlayers' Dues Supplement Fund, BC Jurisdictional Assignment Plan Fund, BCYT Building Trades Council Fund, Construction Industry Rehabilitation Fund, and Education Fund, and any other similar Fund or program mutually agreed to by the Parties.

18.02 Method of Payment and Monthly Report

(a) Such remittance and payment shall be made by a single payment, payable to the Floorlayers Industry Fund, and shall be received in the office of the Administrator no later than the fifteenth (15th) day of the month following that month which the payment covers. It is further agreed that the Trustees of the various Funds may authorize the Administrator to instruct the Employer regarding any changes in the method of payment.

(b) Each monthly report and remittance shall include all obligations arising from hours worked up to the close of the Employer's payroll period ending closest to the last day of the preceding calendar month. Such contributions shall be made by cheque at par in Vancouver, BC.

(c) The accumulated Employer contributions shall be paid to an agency designated for that purpose by the Union and shall be accompanied by a remittance report on a form prescribed by the Union.

18.03 Calculation of Payment

(a) Employer contributions shall be remitted on behalf of each Employee in all classifications coming within the scope of this Agreement, regardless of whether or not the Employee is a member of the Union.

(b) In calculating Employer contributions, overtime hours shall be counted as single hours (i.e. hours worked).

(c) All Employees hired shall be reported each month regardless of how many or how few hours are worked.

18.04 Penalties for Delinquent Payment of Contributions and/or Deductions

Failure to remit payments on behalf of each Employee in all classifications coming within the scope of this Agreement to the various Funds stipulated in Clause 18.01 by the fifteenth day of the month following the month in which such hours were worked, shall be sufficient cause for the Union to take any economic action it deems necessary against the Employer. Any such action shall not be considered a breach of this Agreement.

(a) The Union shall advise the Employer within forty-eight (48) hours, in writing, of any delinquency.

(b) If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

(c) If it is necessary for the Union to advise the Employer a second time in any consecutive twelve (12) month period, and the Employer responds within forty-eight (48) hours, no penalty is assessed. For the third late payment in a twelve (12) month period, the Union shall have the authority to automatically assess the Employer a penalty of ten percent (10%) of the amount of the late payment or require the posting of a suitable security requirement in a manner prescribed in Clause 3.08.

CLAUSE 19 -- PAYMENT OF WAGES

19.01 Frequency

(a) The Employer shall pay each Employee covered by this Agreement, weekly or every two (2) weeks, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment.

(b) Payment of wages shall be made during working hours.

(c) If a Statutory Holiday falls on the regular pay day, payment of wages shall be made on the regular working day preceding the Statutory Holiday.

(d) In the event an Employee is terminated for any reason, the Employer shall pay such Employee all monies due, including annual vacation and Statutory Holiday pay, within three (3) working days or the next regular pay day, whichever first occurs.

(e) Where a payroll is not met within the prescribed time, unless proper reasons for delay are forthcoming, it shall not be considered a violation of this Agreement for the Employees to cease work until payment of wages or other arrangements are made.

19.02 Statements

(a) The Employer shall provide a separate or detachable itemized statement with each pay showing the hourly rate, the number of hours at the overtime rate (not to be converted into hours at the regular rate), the gross earnings, each individual item clearly itemized, the total deductions and the Employee's net pay.

(b) When Annual Vacation pay and Statutory Holiday pay is paid, the gross earnings on which such pay was calculated shall be shown, and all deductions clearly itemized.

19.03 Payroll Office

In the event that the Employer has a Head Office located outside the Province of British Columbia, a payroll office shall be established within the Province.

19.04 Payroll Failures

Where there have been instances of payroll failures by the Employer, Principals or Directors, to meet payroll requirements, the Union shall have the right to:

(a) inspect the Employer's payroll; and/or

(b) require the payment of wages and other payroll requirements be by cash or certified cheque; and/or

- (c) require the posting of a suitable security requirement in the manner prescribed in Clause 3.05

CLAUSE 20 -- APPRENTICES

20.01 Duration and Training Requirements

- (a) The apprenticeship period shall be for a maximum of 5,400 hours.

(b) During the apprenticeship period, the Apprentice must be given the opportunity to learn all phases of the Floor Covering Trade, as outlined in the accepted curriculum adopted by the Floor Covering Trade Advisory Committee. Apprentices shall not drive Company vehicles or do excessive labour work to the detriment of their trade training.

(c) The Employer shall notify each Apprentice on the date they commence employment that they shall be required to attend vocational training school classes as established by the FCJCS and that their attendance at school shall be a condition of their continuing employment.

(d) Apprentices who have been enrolled in a class on designated days or nights and who fail to attend without first notifying their Employer or the FCJCS Training Coordinator, shall have their employment terminated by the Employer. The Apprentice shall not be permitted to return to school or attend classes or be eligible for rehire by any Employer under agreement until a Committee of the FCJCS has gone into all reasons for the Apprentice's absence from training classes.

(e) All Apprentices shall be required to submit each month a personal record of weekly work experiences recorded progressively in a logbook supplied by the FCJCS. The record shall show the number of hours worked and the type of work performed. It shall be verified and signed by an Employer Representative and forwarded after the end of each monthly period to the FCJCS Training Coordinator.

20.02 Conditions of Employment

(a) Apprentices shall be indentured in accordance with the provisions of the provincial Industry Training and Apprenticeship Act, and the FCJCS.

- (b) Apprentices shall become members of the Union as a condition of their continuing employment.

- (c) An Apprentice shall not be permitted to work as a Foreman or supervise other workers.

(d) An Apprentice with less than two and one-half (2½) years' experience shall not be permitted to work at the trade without the supervision of a Journeyman.

(e) Apprentices are encouraged to obtain tools commensurate with their progress in the trade. All Apprentices shall be expected to have a complete set of tools as required by a Journeyman after the fourth sixth month work period.

20.03 Floor Covering Joint Conference Society (FCJCS)

(a) The FCJCS shall establish rules and regulations pertaining to Apprenticeship training. All Employers and the Union shall be bound by all apprenticeship standards, rules and regulations adopted by the FCJCS.

(b) No Apprentice shall be hired by the Employer without the approval of the FCJCS. Acceptance for joint Apprenticeship training shall include screening and testing of Apprentices in accordance with the Apprenticeship Act and by the established guidelines of the FCJCS.

(c) Prospective Apprentices that have obtained a hiring commitment and have fulfilled the basic entry requirements shall be eligible for dispatch.

(d) Apprentices shall enter into a written apprenticeship agreement with the FCJCS, which shall be authorized to act on behalf of the Employer and the Union on all legal matters pertaining to apprenticeship training in conformity with regulations as may be established by the Provincial government.

20.04 Ratios

(a) The Employer may have one (1) Apprentice to the first two (2) Journeypersons, and shall not employ more than one (1) Apprentice for each additional four (4) Journeypersons thereafter.

(b) Such ratio(s) shall be calculated on a company wide basis, and may be varied to meet special situations, subject to the approval of the Union.

(c) In the event of a layoff, the ratio of remaining Apprentices to Journeypersons shall not exceed the ratio(s) as stipulated above.

(d) Under no circumstances shall the number of Apprentices exceed the number of Journeypersons on a project.

20.05 Advancement

(a) Advancement of Apprentices shall not be considered as being automatic.

(b) In instances of unsatisfactory training habits or shortage of training hours the Employer may wish to have the future rate increases of an Apprentice reviewed.

(c) Prior to making any adjustments to the future rate increases of an Apprentice, the Employer must have the approval of FCJCS Training Coordinator.

(d) Prior to the completion of an Apprentice's contract of apprenticeship, the Employer may wish to have the apprenticeship period extended to ensure the Apprentice is qualified to receive the Journeyperson rate.

(e) The Employer must have the approval of the FCJCS Training Coordinator before there is any extension of this contract.

CLAUSE 21 -- ACCIDENT PREVENTION

21.01 The Parties to this Agreement shall, at all times, comply with the Accident Prevention Regulations of the Workers' Compensation Act of British Columbia. The Union shall endeavour to give thorough instructions to its members in all standard safety precautions.

21.02 All equipment, tools, and materials must conform and be utilized in conformity with applicable Provincial and/or Federal Regulations, Acts, and Laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

21.03 It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by the Workers' Compensation Board Regulations may be considered cause for dismissal.

21.04 The Employer shall provide adequate equipment or sufficient manpower to handle heavy or bulky

materials on all projects.

CLAUSE 22 -- PRODUCTIVITY

22.01 The Employer and the Union recognize that in the interest of preserving and expanding employment opportunities, both have a mutual obligation to consider steps to maintain a standard of productivity in order that the Floor Covering Industry can pay the wages and fringe benefits established in this Agreement.

22.02 To further this objective, the Employer and the Union may set up a Committee consisting of Employer and Employee representatives to make recommendations for the improvement of productivity, including but not being limited to, seminars, product clinics, and/or classes of new installation procedures.

CLAUSE 23 -- JOURNEYPERSON GOOD WORKMANSHIP AND RESPONSIBILITY

23.01 Floor Covering Joint Conference Society (FCJCS)

(a) The FCJCS shall establish rules and regulations pertaining to Journeyperson good workmanship and responsibility, and such rules and regulations shall be based on regular working procedures and common sense practices.

(b) Employers signatory to this Agreement, whether or not a member of the FCJCS, agree to be bound by and accept the decisions of the FCJCS in all matters relevant to good workmanship and responsibility.

23.02 Unsatisfactory Workmanship

(a) All instances of unsatisfactory workmanship involving a Journeyperson Employee shall be reported to the Union. The Union shall be responsible to ensure that the designated representative of the FCJCS carries out a proper investigation immediately following receipt of such notification.

(b) In the event the Journeyperson Employee previously notified the Employer that there may be problems installing material involved in order to meet acceptable industry standards, and such Employee then makes the installation at the Employer's instruction, then no fault shall rest with such Employee and Clause 23 shall not apply.

(c) Following receipt of the investigation report which finds that an Employee is at fault, a directive may be made which may require the Employee to rectify the installation complaint only.

(d) The employees agree that when an installation is unsatisfactory, the Employer may, within a period of three (3) days from the time of installation, report same in writing to the Business Representative of the Union, who shall endeavour to adjust the matter.

In the event he/she is unable to do so, he will assign the Floor Covering Joint Conference Society co-coordinator, who, himself, shall inspect and adjudge the work. In the event the mechanic is at fault, the Joint Conference Board will require the mechanic to forfeit his time or reinstall the job.

On minor details such as missing screws, carpet not tucked in, etc., within a period of three (3) days after inspection by the Employer, if poor or negligent workmanship is determined to exist, it shall be the responsibility of the mechanics involved to repair same on their own time. These repairs are to be completed within seven (7) days of notification by the Employer to the mechanic. A copy of such notification shall be sent to the Union. Repairs will be scheduled by the Employer within the normal working day. Apprentices are excluded and the mechanic is not responsible for such apprentices. If the mechanic feels this is unjust he/she has the right to appeal to the Union.

23.03 Journeyperson Upgrading

(a) All existing members of the Union employed as a Journeyperson shall be required to hold a Trade Qualification (TQ) Certificate from the Province of British Columbia, or an Inter-Provincial Certificate (Red Seal). Notwithstanding the foregoing, all new members of the Union employed as a Journeyperson shall be required to obtain a TQ Certificate or Inter-Provincial Certificate or INSTALL Certificate no later than six (6) months after having become a member of the Union.

(b) The FCJCS shall institute annual mandatory upgrading courses or seminars that may require the attendance of all Journeypersons.

(c) All Journeypersons shall be required to attend at least one (1) training program every two (2) years as provided by the FCJCS. Manufacturers' courses or seminars must have the prior approval of the FCJCS in order to be considered a recognized course. The schedules of available courses shall be published on a six (6) month basis.

(d) When courses or programs have been established, the Employer shall make every reasonable effort to ensure the Journeyperson has the opportunity to attend. The Employer shall ensure that Union members can attend approved courses when given reasonable notice.

(e) Failure or refusal to meet the above requirements without reasonable prior permission to be excused shall result in a Journeyperson having his/her wage rate reduced to the eighty percent (80%) Apprentice level. The remaining twenty percent (20%), plus Annual Vacation pay and Statutory Holiday pay, shall be remitted to the FCJCS for the express purpose of training. Such reduction shall take effect when the Journeyperson has been instructed by the FCJCS to take a TQ course, or other approved course, but refuses to comply. A Journeyperson who subsequently takes the TQ course, or other approved course as directed, shall be reinstated at the Journeyperson rate immediately thereafter.

CLAUSE 24 -- FLOOR COVERING JOINT CONFERENCE SOCIETY (FCJCS)

24.01 Mandate

A Floor Covering Joint Conference Society (FCJCS) shall be established and maintained, and shall at all times work in accordance with the FCJCS Constitution and Bylaws (refer to Clause 24.03 below), as well as the terms and conditions of this Agreement and the mutual interests of the Parties signatory thereto.

24.02 Members and Board of Directors

(a) The FCJCS shall consist of a total of ten (10) members, five (5) of whom shall be appointed by the Union in accordance with the FCJCS Constitution and Bylaws, and five (5) of whom shall be appointed by the Society of BC Floorcovering Employers in accordance with the FCJCS Constitution and Bylaws.

(b) The FCJCS Board of Directors shall consist of the ten (10) members of the FCJCS.

(c) The members of the FCJCS, and Directors of the FCJCS shall each meet respectively in accordance with the FCJCS Constitution and Bylaws.

24.03 FCJCS Constitution and Bylaws

The FCJCS Constitution and Bylaws shall govern the operation of the FCJCS, and shall clearly define the purpose, function and mandate of the FCJCS, the FCTPF and the Install Program. The terms and conditions of the FCJCS Constitution and Bylaws shall be consistent with the historical practices and principles of the FCTPF and the Floor Covering Joint Conference Board (the predecessor organization to the FCJCS), and/or as otherwise

mutually agreed upon by the members and/or Directors of the FCJCS. See also Clause 13.

24.04 FCJCS Training Coordinator

In accordance with the FCJCS Constitution and Bylaws, the FCJCS shall employ, on a full time basis, an employee who shall be called the FCJCS Training Coordinator. Such Coordinator shall be a member in good standing of the Union, and shall, in addition to performing such other duties as may be assigned by resolution(s) of the FCJCS Directors, be responsible, under the direction of such Directors, for promoting the industry, coordinating the Apprenticeship and Journeyperson training program(s), inspecting industry complaints on workmanship, and coordinating all joint labour/management projects and events that are designed to promote good public relations.

CLAUSE 25 -- GRIEVANCE PROCEDURE

25.01 Definitions

(a) A "Grievance" shall be defined as any difference by the Parties to this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Notwithstanding the foregoing, the layoff of an Employee(s) for reasons of project efficiency or reduction of forces on suspension or completion of work shall not be defined as a discharge.

(b) The use of the term "Party" within this Clause shall reference one (1) the Parties to this Agreement (i.e. the Union, a signatory Employer, CLR, or the Society of BC Floorcovering Employers).

25.02 Time Limits

No grievance shall be entertained unless instituted by the aggrieved Party within thirty (30) days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) days of its occurrence. Notwithstanding the foregoing, such time limits do not apply to wage claims.

25.03 Procedure

When a grievance arises under the terms of this Agreement, it shall be taken up in the manner as set out below. All grievances shall be finally and conclusively settled.

Step #1: The Union shall first discuss the grievance with the Employer, and if they mutually agree their decision shall be final.

Step #2: Failing settlement within three (3) working days, and upon written notice from the aggrieved Party, each Party shall, within three (3) working days, appoint three (3) persons to be members of a Joint Committee. Such Committee shall meet within five (5) days of its appointment, or such longer period of time as may otherwise be mutually agreed upon, and shall be charged with examining the particulars of the grievance and determining a resolution which shall then be submitted to both Parties for approval.

Step #3: In the event the Joint Committee fails to resolve the grievance conclusively within five (5) calendar days of its appointment, or such longer period of time as may otherwise be mutually agreed upon, then the grievance shall be submitted to an Arbitration Board of three (3) persons.

Step #4: The following procedures shall apply to the establishment and operation of the Arbitration Board.

(a) The Union and the Employer shall each appoint one (1) person to the Arbitration Board.

(b) In the event that either Party should fail or neglect to appoint one (1) such person to the Arbitration Board within three (3) working days of receipt of written notice from the other to do so, the aggrieved Party may then request the Labour Relations Board (LRB) to make such appointment on the other Party's behalf. Such appointment shall be a person deemed fit for such purpose, and shall be deemed to have been by the Party who failed or neglected to make the necessary appointment on their own.

(c) The two (2) Arbitrators so appointed shall confer to select a third Arbitrator who shall also be Chair of the Arbitration Board. In the event such two (2) Arbitrators are unable to mutually agree on a third Arbitrator within three (3) working days, or such longer period of time as may otherwise be mutually agreed upon, of the appointment of the second Arbitrator, either Arbitrator may apply to the LRB to appoint the third Arbitrator.

(d) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within five (5) working days, or such longer period of time as may otherwise be mutually agreed upon, from the date of appointment of the Chairman.

(e) The decision of the majority of the Arbitrators shall be considered the award of the Arbitration Board and shall be final and binding upon the Parties to the dispute. The Arbitration Board shall deliver its award to each of the Parties and they shall implement it forthwith.

(f) Each Party shall pay the fees and expenses of the Arbitrator appointed by themselves, or on their behalf, plus one-half (½) of the fees and expenses of the Chairman. Each Party shall also pay one-half (½) of the general fees and expenses (i.e. secretarial, etc.) incurred by the Arbitration Board.

Step #5: Notwithstanding Step #4 above, upon mutual agreement of the Parties to the Grievance such grievance may, as an alternative, be referred to a single Arbitrator rather than an Arbitration Board. In such a case, the appointment of the single Arbitrator shall also be as mutually agreed by the Parties. However, in the event the Parties are unable to agree, they may apply to the LRB to make such appointment on their behalf.

CLAUSE 26 -- SAVINGS CLAUSE

26.01 In the event that any provision of this Agreement, or part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

26.02 In the event that any Clause or Section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party 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, they shall submit the dispute to the Grievance Procedure.

CLAUSE 27 -- TECHNOLOGICAL CHANGE

The Parties agree to abide with the provisions of the Labour Relations Code of BC regarding technological change.

CLAUSE 28 -- SEXUAL HARASSMENT WARNING

The Union and the Employer shall not condone sexual harassment in any form. Any such incident shall be reported to the FCJCS and the Grievance Procedure (Clause 25) of this Agreement shall apply.

CLAUSE 29 -- ENABLING

When in the opinion of any of the Parties to this Agreement, certain work may be secured that will not permit the recognition of conditions outlined in this Agreement, the FCJCS, by a vote of the majority of Employer Directors and a majority of the Union Directors, may modify the conditions contained within this Agreement to govern such work. When all Parties have been notified, such modification shall not be considered a violation of this Agreement.

Signed this _____ day of February, 2005.

Signed this _____ day of February, 2005.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

Construction Labour Relations Association of BC

UBCJA Floorlayers Union Local 1541

Construction Labour Relations Association of BC

UBCJA Floorlayers Union Local 1541

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (FLOORLAYERS SECTION, LOCAL 1541

Artisan Floor Covering Ltd.
9585 - 139th St.
Surrey, BC V3V 5X7

Atlas Floors Ltd.
1411 Madore Ave.
Coquitlam, BC V3K 3C3

Alex Barron Flooring Contractor Ltd.
Unit 2165 - 1851 Savage Rd.
Richmond, BC V6V 2R6

Beatty Floors Ltd.
1840 Pandora St.
Vancouver, BC V5L 1M7

Benefit Floors Ltd.
106 - 17665 - 66A Ave.
Surrey, BC V3S 2A7

B.C. Hardwood Floor Co. Ltd.
1977 Triumph Street
Vancouver, BC V5L 1K6

Burritt Bros. Floor Covering Ltd.
3594 Main St.
Vancouver, BC V5V 3N3

California Floors Ltd.
120 W. 3rd Ave.
Vancouver, BC V5Y 1E9

Centaur Products Inc.
6855 Antrim Ave.
Burnaby, BC V5J 4M5

Creative Installations Ltd.
12 - 1350 Valmont Way
Richmond, BC V6V 1Y4

Donald Flooring Contract Sales Ltd.
1614 W. 5th Ave.
Vancouver, BC V6J 1N8

Duron (B.C.) Ltd.
#702 - 5830 Byrne Rd.
Burnaby, BC V5J 3J3

Fast Track Floors Ltd.
23 - 19257 Enterprise Way
Langley, BC V3S 6J8

First Class Carpet Installations Ltd.
9451 Granville Ave.
Richmond, BC V6Y 1P9

HKH Floors Ltd.
10740 Fraserglen Dr.
Surrey, BC V3R 8L9

The Johnston Floor Co. Ltd.
#108 - 7201 - 72nd St.
Delta, BC V4G 1M5

Jordans Contract Sales (B.C.) Ltd.
3352 Jacombs Rd.
Richmond, BC V6V 1Z6

Maxwell Floors Ltd.
8441 - 160th St.
Surrey, BC V3S 3T9

MGR Installation
7312 Imperial Cres.
Prince George, BC V2N 2W6

Ocean Craft Services Ltd.
15 East 6th
Vancouver, BC V5T 1J3

Phil's Floors
10-20075-92A Ave.
Langley, BC V1M 3A5

--- Branch
6283 Fairview Way
Duncan, BC V9L 2J4

Power Floors Ltd.
1386 Laburnum St.
Vancouver, BC V6J 3W3

Raeco (Western) Ltd.
7089 Merritt Ave.
Burnaby, BC V5J 4R7

G.F. Rothwell Carpet Laying Ltd.
2162 E. 10th Ave.
Vancouver, BC V5N 1Y1

Sundance Floor Co. Ltd.
201 - 20050 Stewart Cres.
Maple Ridge, BC V2X 0T4

Sunshine Floor Covering
PO Box 42585
New Westminster, BC V3M 6H5

T & R Floors Ltd.
996 Kangaroo Rd., RR#2
Victoria, BC V9B 5B4

Tec Floor Coverings Ltd.
120 - 5600 Cedarbridge Way
Richmond, BC V6X 2A7

Varty Floors Ltd.
130 - 2351 No.6 Road
Richmond, BC V6V 1P3
Watson's Paint & Floor Centre (1996) Ltd.
4305 - 10th Ave.
Port Alberni, BC V9Y 4X5

D.L. Watts Flooring 1994 Ltd.
Unit 708 - 13377 - 78th Ave.
Surrey, BC V3W 5B9

Westerley Track & Installations
7111 Ledway Rd.
Richmond, BC V7C 2J5

White Spruce Flooring Ltd.
1586 Ogilvie St.
Prince George, BC V2N 1W9

Willett Enterprises
Box 76
Likely, BC V0L 1N0

**Standard
Carpet, Resilient and Hardwood
Floor Covering Agreement**

Residential, Commercial, Institutional and Industrial

By and Between:

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
FLOORLAYERS' UNION LOCAL 1541**

(Hereinafter referred to as the "Union")

And:

**CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC**

On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement, and those members added from time to time by notice given to the Union, and on behalf of the Society of BC Floorcovering Employers.

(Hereinafter referred to as the "Employer")

May 1, 2004 to April 30, 2010

**Standard
Carpet, Resilient and Hardwood
Floor Covering Agreement**

Residential, Commercial, Institutional and Industrial

By and Between:

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
FLOORLAYERS' UNION LOCAL 1541**

(Hereinafter referred to as the "Union")

And:

(Hereinafter referred to as the "Employer")

May 1, 2004 to April 30, 2010

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