

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CARPET, LINOLEUM, HARDWOOD, AND

TILE LAYERS' LOCAL UNION 1310

AFFILIATED WITH THE

ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL COUNCIL

AND

AREA FLOORING CONTRACTORS

CARPET, LINOLEUM, HARDWOOD, AND TILE

EFFECTIVE:

MAY 1, 2017----APRIL 30, 2023

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into by and between THE FLOORING INDUSTRY COUNCIL acting as negotiation agent for and on behalf of its members (hereinafter individually referred to as the "Employer") and the CARPET, LINOLEUM, HARDWOOD AND TILE LAYERS' LOCAL UNION 1310, affiliated with the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL COUNCIL (hereinafter referred to as the "Union").

ARTICLE 1

Union Recognition

The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours and conditions of employment for all journeyman carpet, linoleum, hardwood, and tile layers and their apprentices who perform any work specified in Article 2 and are employed by the Employer. Reference to employees in this Agreement shall mean employees in the bargaining unit above described.

In recognizing the Union as bargaining agent, the Employer acknowledges that the Union is majority representative of all employees in the classifications set forth herein, and that the Union is exclusive representative of such employees within the meaning of Section 9(a) of the National Labor Relations Act.

It is understood and agreed that the terms of this collective bargaining agreement shall apply to all work performed by the Employer as specified in Article 2, regardless of state or geographic boundaries, including but not limited to the following counties in Missouri and Illinois:

Missouri: Audrain, Bollinger, Boone, Butler, Callaway, Camden, Cape Girardeau, Carter, Clark, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Madison, Maries, Marion, Miller, Mississippi, Monroe, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Reynolds, Ripley, St. Charles, Ste. Genevieve, St. Francois, St. Louis City, St. Louis County, Scotland, Scott, Shannon, Shelby, Stoddard, Texas, Warren, Washington and Wayne

Illinois: Alexander, Bond, Calhoun, Clay, Clinton, Edwards, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Jersey, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Richland, Saline, St. Clair, Union, Wabash, Washington, Wayne, White and Williamson

Right to Hire

The Employer reserves and shall have the right to accept or reject, to employ or not to employ any employee or to discharge any employee who has been accepted, but who subsequently proves unsatisfactory to the Employer.

The Employer shall be the sole judge of and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools or appliances provided such machinery, tools and appliances are properly

maintained in accordance with nationally recognized safety standards. The Employer reserves and shall have the right to accept or reject, to employ or not to employ any employee or to discharge any employee who has been accepted, but who subsequently proves unsatisfactory to the Employer.

The Employer shall be responsible during the term of this Agreement:

1. To maintain a permanent address located on a street level such as a warehouse and office, store and office or combination thereof, but not a residence, and must be inspected and approved by a representative of the Union, accessible and open to the public and a listed telephone on the premises.
2. To employ at least one journeyman mechanic.
3. To provide commercial vehicles for the transportation to the job site of appropriate company tools, equipment and supplies/materials.

Nondiscrimination

The parties agree that race, color, age, creed, religion, disability, sex, national origin, or any other prohibited basis under applicable Federal, state and local law, shall not be a factor in hiring of employees, or establishing the conditions of their employment, rates of pay, hours or working conditions. No Employee shall be deprived of equal employment opportunity nor be subject to any discrimination in the exercise of his employment rights on account of race, color, age, creed, religion, disability, sex, genetic information, national origin or any other prohibited basis under applicable Federal, state and local law. The words "man", "men", "he", "him" and "his" wherever used in this Agreement, whether as words or as syllables in words shall be interpreted to mean "person" or "persons", and shall be construed to mean a person or persons of either sex.

Drug and Alcohol Testing

In order to promote a safer working environment, the Trustees of the Carpenters' Health and Welfare Trust Fund of St. Louis administer a drug and alcohol testing program (the "Carpenters Program"), which is available free of charge to all employees covered by this Agreement.

All employees shall, as a condition of employment, satisfy the good standing requirements of the Carpenters' Program as it exists on May 2, 2007 and as it may thereafter be changed with the approval of the AGC. The Employer shall not be required to discharge any employee for failure to satisfy such requirements unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the requirements of the Carpenters' Program, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Apart from the Carpenters' Program, the Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program (other than the Carpenters'

Program) that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

The Employer shall have the right to discharge, without warning or other lesser discipline, any employee who is reported to have failed to satisfy the good standing requirements of the Carpenters' Program or any other program of drug or alcohol testing permitted by this Agreement.

Work Preservation

In order to protect and preserve, for the employees represented by the Union, all work heretofore performed by them and all work covered under Article 2 of this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

1. If and only if the Union is incapable of furnishing the Employer with adequate manpower, the Employer may subcontract all or any part of work awarded to it to supplement its workforce. If, however, the Employer elects to subcontract out all or any part of its work covered by this Agreement, then in that event, the Employer shall make adequate provisions in the contract, agreement or understanding with subcontractor to pay to, and provide for, its employees so engaged wages and fringe benefits in an amount in the aggregate no less than that specified in this Agreement, ("Total Package" for Residential or Commercial Work as the case may be) in the performance of the subcontract.
2. The Employer agrees that it is in the best interest of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on any particular job. Solely to preserve bargaining unit work and to protect wage levels and fringe benefits of the employees covered hereunder, the Employer agrees that when subcontracting on site construction work requiring floor layers at jobsites covered by this Agreement, the Employer will obtain the written agreement of the subcontractor:
(1) That the subcontractor will pay to or provide for employees performing such subcontracted work on jobsites the Total Package or, if less, under any other agreement to which the Union is a party covering the same type of work in the same area, to the end that the total cost of the subcontractor for such work is no less than the total cost of an Employer performing such work under this or another Agreement with the Union. (2) That the subcontractor will, on the Union's request, promptly furnish or make available to the Union copies of such payroll and other records as are necessary to verify the subcontractor's compliance with the foregoing agreement regarding wages and fringes and, at the Union's option and request, will permit the Union's agents or accountants to audit and examine such of the subcontractor's payroll records as necessary to verify compliance, the cost of such audit shall be borne by the Union unless the audit discloses underpayment, in which case the cost shall be borne by the subcontractor to the extent of such underpayment unless resulting from inadvertent or immaterial error, or clerical mistake. (3) That the subcontractor shall be directly liable to the Union for any violation of the subcontractor's agreement and the Union's rights may be enforced by a suit for appropriate equitable and monetary relief including interest, a reasonable attorney's fees and costs of suit. Provided the Employer has obtained the foregoing agreements from a subcontractor, the Union shall pursue enforcement of such agreements directly against the subcontractor, and shall assert no claim or demand against the Employer with respect to the subcontractor's performance or non-performance of such

agreements. On each occasion when the Employer subcontracts on site construction work requiring floor layers at jobsite covered by this Agreement, the Employer will promptly notify the Union of the project name and location and the identity of the subcontractor and will provide the Union with a copy of the subcontractor's written agreements required by this paragraph. None of the obligations imposed on the Employer by this paragraph shall apply to subcontracting of work to a subcontractor whose employees performing such work are covered by a collective bargaining agreement between the subcontractor and any construction-related union, so long as such collective bargaining agreement remains in effect.

3. Should any person, firm or corporation signatory to this Agreement engage in activity covered by this Article 1, in violation of any term or condition thereof, the parties hereto agree that, upon notice of the violation by the Union, the party guilty of the violation will immediately cease and desist there from and in addition shall pay as liquidated damages for the violation a sum equal to the hours of work performed under the work transfer arrangement at time and one-half plus all other payments applicable to such work under this Agreement.
4. The provisions of this Article 1 shall be enforced by the Union by judicial proceedings only, and a party violating this Article shall be liable to the Union for all court costs, attorneys' fees and interest in the liquidated damages provided for in paragraph 4 of this Article 1. The Union's right to resort to work stoppages, strikes and other economic action as a result of breaches of this Agreement shall not apply to the enforcement of this Article 1, only.
5. Nothing contained in this Agreement shall limit the Union's right to determine whether or under what conditions it will enter into an initial or a renewal collective bargaining agreement with any employer in order to secure and advance the welfare of the employees it represents.
6. Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portion of work, if any, he may perform with his own employees or may subcontract to others.

Safety Training

It shall be a term and condition of employment that each individual hired to perform work covered by this Agreement and each employee covered by this Agreement shall be in compliance with the minimum safety training requirements established by the Journey-Level Upgrade Committee (JLUC) of the St. Louis-Kansas City Carpenters Regional Council for Journeyman Floor Layers.

The employer shall be obligated to terminate any employee covered by this Agreement upon receipt of seven days advance written notice from the Union of the employee's non-compliance with minimum safety and/or drug and alcohol testing requirements and shall not re-hire such employee until the Union has certified in writing that the employee has come into compliance. Any other provision of this Agreement notwithstanding, disputes concerning mandatory safety training and drug testing shall not be covered by any grievance and arbitration provisions of this Agreement and the Employer and the Union are free to take economic action.

ARTICLE 2

Scope of Work

1. All installations which consist of fitting, laying, gluing, taping, nailing, stapling, spraying, caulking, heat bonding and clamping/clipping, magnetized, and all necessary sewing, seaming and joining of carpets, rugs, linoleum, wall linoleums, sink tops, cork, carpets, wall carpet, carpet tile, mattings, protective wall matting, cushioned wall covering, lino-tile, rubber tile, asphalt tile, tread-like tile, sheet vinyl and vinyl tile, plastic and metal wall tiles and all other tiles, the laying of all resilient floor coverings, new or old, any related products customarily installed on any vertical, horizontal, or any other surface; Fritz Tile such as vinyl tile composed of marble chips embedded in epoxy resin. The necessary preparation and installation of hard tiles such as ceramic, marble, quarry, etc., and the finishing of all tile, marble and terrazzo; sisal and related products, such as Mayatex and Tretford; needle punched or tufted grass or synthetic indoor and outdoor coverings, such as Astro-Turf, Ozite, all athletic track materials, Tarkett, Pavimar, Medintech, Belbian coverings, Mipolam floor, wall and ceiling systems, and other similar products; poly-vinyl chloride synthetic flooring, poured seamless flooring, top set cove base, vinyl base, and straight base, vinyl or rubber protective wall corners; the cleaning of carpets, laying of all hardwood floors, nailed or mastic set, parquet and wood type tiles, and block floors, acrylic radiated wood flooring, such as Permagrain, and all types of epoxy resin installations, Gamma-Par(g), Radwood, (engineered floors such as Pergo and Wilsonart), and any other vinyl laminated hardwoods; the sanding and finishing of floors, lining and striping, the taking up of carpets, linoleum and all asbestos related materials, and all other wall, ceiling and floor coverings, the drilling of holes for sockets and pins and the fitting of all devices for the attachment of carpets and other floor, wall and ceiling coverings; the installation of necessary underlayment prior to installing finished floor, and the fitting of edges on steps and at openings for the protection of linoleum and other floor, wall and ceiling coverings; Tivoli Track Channel (stair nosing and carpet edge to receive electric tubing in conjunction with floor products); the cleaning and waxing and protective cover of all flooring required at the time of installation, the handling, lifting or moving of any flooring or floor covering, wall covering and ceiling covering materials on the job site; the reasonable preparation of all floors, and all other work pertaining to floor coverings, shall be classified as carpet, linoleum, hardwood and tile layers' work, and shall be assigned by the Employer exclusively to employees represented by the Floorlayers of the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL COUNCIL.

2. This Agreement pertains to the complete preparation, installation, finishing, fabricating or prefabricating of tile, marble, terrazzo, and concrete, slabbing or installing of all classes of tile, marble, terrazzo, and concrete, whether for interior or exterior purposes, whether in individual pieces or prefabricated panels, including all work necessary to install individual pieces or panels, including welding of panels, slabs, or other prefabricated units containing or pertaining to tile, marble, terrazzo, and concrete for use in any public or private building and/or project.

3. Neither the Employer nor any of its supervisory employees may perform work described in paragraph 1 of this Article or otherwise perform any work with the tools of the trade.

4. When an employee covered by this Agreement is assigned to perform any work not described in paragraph 1 of this Article, in addition to his regular duties, all of his hours shall be compensated in accordance with the provisions of this Agreement.

ARTICLE 3

Union Security

All Employees covered by the Agreements shall, as a condition of employment, obtain and maintain membership in the Union on or after the eighth day following the beginning of their employment or the execution date of this Agreement, whichever is later. Membership means that an employee is obligated and required to tender dues and initiation fees uniformly required, or in the event the employee objects then membership shall mean the obligation to pay periodic dues and initiation fees related to representational costs.

The Employer shall not be required to discharge any employee for non-compliance with this Article until such time as such employee is replaced by a qualified employee. If the Union requests the discharge of any employee for non-compliance of the union security provisions hereof, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union.

Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner that either the Employer or the Union would be privileged to seek different provisions relating to Union security, then in such event this Agreement may be reopened at the option of either the Employer or the Union for renegotiation of the question of Union security, but shall not be reopened on any other question except as hereinafter provided. If either the Employer or the Union desires to exercise such option under such circumstances, they shall give the other party fifteen (15) days prior notice of their intention to do so, and should the Union exercise said option it shall be free to strike in support of the same, and anything to the contrary in this Agreement notwithstanding.

The Union shall indemnify and hold the Company completely harmless from and against any and all claims, demands, back pay, charges, litigation, suits, or other forms of liabilities and costs of any kind or description whatsoever, that may arise out of or by reason of any action taken by an Employer for the purpose of compliance with any and all of the provisions of this Article.

ARTICLE 4

Definitions of Commercial and Residential Construction

This section defines when commercial wage rates apply and when residential wage rates apply. In no event shall the residential wage rates apply to work covered by the Davis-Bacon Act or the prevailing wage law of any state or municipality.

Residential Projects: Residential projects shall be defined as all floorcovering work, repair and alterations of single-family dwellings (i.e., a unit of family living quarters) that are wood frame structures of no more than five (5) stories, including apartments and condominiums. Living quarters located in basements or attics shall not be construed as a story. On Residential projects, floorlayers shall receive the current Residential negotiated wage, as set forth below, for all work performed at the job site.

Commercial Projects: On family dwellings that are wood frame structures over five (5) stories, floorlayers shall receive the current Commercial negotiated wage rate as set forth below. On dwellings of five (5) stories or under, in cases of mixed occupancy (e.g., retail stores, restaurants barber or beauty shops, etc.), the tenant or interior finish work shall be paid at the applicable Commercial negotiated wage rate. Floorcovering work on all student housing and dormitories, both on and off campus, will be compensated at the current applicable Commercial negotiated wage rate. In addition, any project not expressly defined in this section as Residential shall be deemed a Commercial project, and work thereon shall be compensated at the Commercial rate.

Nursing Homes: It has been determined that living quarters/units in both Apartments for the elderly and Independent Living facilities that have kitchens, in an apartment style, are to be compensated at the Residential rate; providing they are wood frame structures and five (5) stories and under. Living units without kitchens are to be compensated at the Commercial rate. Assisted Living & Skilled nursing facilities where medication and professional care is required are to be compensated at the Commercial rate. In cases of mixed occupancy refer to the "Commercial Projects" paragraph of this section, above.

Club Houses: It has been determined that Apartment and Condominium complexes that have Club Houses on their premises that are available for use to tenants only, are to be compensated at the Residential rate, provided that the facility is not being used as retail space. Club houses that provide retail space are to be compensated at the Commercial rate of pay.

Wages and Fringes

All journeymen employed to perform work on all jobs specified in Article 2 shall receive the following hourly wage and fringe-benefit rates. The following fringe-benefit rates shall be effective May 1, 2017, and the hourly wage rates shall be effective May 29, 2017.

May 1, 2017

COMMERCIAL

<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>FJTF</u>	<u>FIAF</u>	<u>NF&WC</u>	<u>TOTAL PACKAGE</u>
\$32.33*	\$7.00	\$9.25	\$.50	\$.20	\$.02	\$49.30

* Includes one dollar (\$1.00) per hour vacation stamp in lieu of cash; one dollar and twenty-nine cents (\$1.29) per hour supplemental dues check-off; and twenty cents (\$.20) per hour Market Recovery. The \$32.33 hourly wage rate shall become effective May 29, 2017; up through May 28, 2017, the wage rate shall be \$31.83.

Overtime Rate: \$48.50

Effective May 1, 2018 – One dollar and thirty-five cents (\$1.35) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2019 – One dollar and forty-five cents (\$1.45) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2020 – One dollar and fifty cents (\$1.50) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2021 – One dollar and fifty cents (\$1.50) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2022 – One dollar and fifty cents (\$1.50) per hour increase in wages or fringe benefits at Trustees' option

RESIDENTIAL

<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>FJTF</u>	<u>FIAF</u>	<u>NF&WC</u>	<u>TOTAL PACKAGE</u>
\$28.58*	\$7.00	\$9.25	\$.50	\$.20	\$.02	\$45.55

* Includes one dollar (\$1.00) per hour vacation stamp in lieu of cash; one dollar and fourteen cents (\$1.14) per hour supplemental dues check-off; and twenty cents (\$.20) per hour Market Recovery. The \$28.58 hourly wage rate shall become effective May 29, 2017; up through May 28, 2017, the wage rate shall be \$28.08.

Overtime Rate: \$42.87

Effective May 1, 2018 – One dollar (\$1.00) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2019 – One dollar and ten cents (\$1.10) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2020 – One dollar and twenty cents (\$1.20) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2021 – One dollar and twenty-five cents (\$1.25) per hour increase in wages or fringe benefits at Trustees' option

Effective May 1, 2022 – one dollar and twenty-five cents (\$1.25) per hour increase in wage or fringe benefits at Trustees' option

In advance of May 1 of each year of the contract, the Union will, by written notice, advise the Employers of its decision regarding the allocation of the aforesaid wage package to the fringe benefit funds provided for herein in Article 4.

PIECEWORK RATE

On residential remodel work only, the employer may elect to pay a piecework rate in lieu of the hourly wage rate set forth in this Agreement, provided that the employer has first signed the Retail Replacement/ Remodel Addendum prepared by the parties hereto. The piecework rate shall be computed on the basis of not less than 90% of the straight-time residential wage rate. Overtime shall be computed as prescribed under the Fair Labor Standards Act and its attendant regulations. Employees paid the piecework rate shall also receive 100% of the fringe-benefit contributions set forth in this Agreement.

Contract Expires: April 30, 2023

APPRENTICE RATES

During the term of this agreement, as mandated by state and federal authorities, the apprentice wage and fringe benefits rate will be calculated on a percentage of the commercial journeyman wages and fringe benefits rates.

Skill Level	% of Jrny	Wage	Dues	Market Recovery	Vacation	Total Payroll Deduction	Health & Welfare	Pension	FJTF	FIAF	NFWC	Total Empl	Total Package
1st	45%	\$14.55	\$0.58	\$0.00	\$0.00	\$0.58	\$3.15	\$4.16	\$0.50	\$0.20	\$0.02	\$8.03	\$22.58
2nd	48%	\$15.52	\$0.62	\$0.00	\$0.00	\$0.62	\$3.36	\$4.44	\$0.50	\$0.20	\$0.02	\$8.52	\$24.04
3rd	51%	\$16.49	\$0.66	\$0.00	\$0.00	\$0.66	\$3.57	\$4.72	\$0.50	\$0.20	\$0.02	\$9.01	\$25.50
4th	53%	\$17.13	\$0.69	\$0.00	\$0.00	\$0.69	\$3.71	\$4.90	\$0.50	\$0.20	\$0.02	\$9.33	\$26.47
5th	60%	\$19.40	\$0.78	\$0.20	\$1.00	\$1.98	\$4.20	\$5.55	\$0.50	\$0.20	\$0.02	\$10.47	\$29.87
6th	65%	\$21.01	\$0.84	\$0.20	\$1.00	\$2.04	\$4.55	\$6.01	\$0.50	\$0.20	\$0.02	\$11.28	\$32.30
7th	70%	\$22.63	\$0.91	\$0.20	\$1.00	\$2.11	\$4.90	\$6.48	\$0.50	\$0.20	\$0.02	\$12.10	\$34.73
*8A	80%	\$25.86	\$1.03	\$0.20	\$1.00	\$2.23	\$5.60	\$7.40	\$0.50	\$0.20	\$0.02	\$13.72	\$39.58
**8B	85%	\$27.48	\$1.10	\$0.20	\$1.00	\$2.30	\$5.95	\$7.86	\$0.50	\$0.20	\$0.02	\$14.53	\$42.01

*8A (80%) applies to apprentices indentured AFTER May 1, 2014

**8B (85%) applies to apprentices indentured BEFORE May 1, 2014

APPRENTICES

During the term of this Agreement all newly indentured apprentices employed shall be required to serve four (4) years or eight (8) apprentice terms at the trade before graduating as journeymen of the craft.

- a) The apprentice to journeymen ratio is as follows: On commercial projects, the Employer agrees to hire two journeymen floorlayers to every one apprentice floorlayer. On residential projects, the Employer agrees to hire one journeyman floorlayer to every one apprentice floorlayer. These ratios are subject to the approval of the Floorlayers' Joint Training Fund of St. Louis, the U.S. Department of Labor, and the Missouri and Illinois Departments of Labor.
- b) First, second and third year apprentices shall work with the tools only in the company of at least one journeyman of the trade.
- c) An apprentice may not be in charge of a job where a journeyman is present.
- d) An apprentice may work out of town as long as he is in the company of a journeyman. Out of town jobs shall be defined as those on which it is necessary for the employee to remain overnight.
- e) All apprentices during the term of this Agreement shall be permitted to work for other than his regular Employer during slack periods with the understanding that he return

to his regular Employer, provided that said regular Employer is again in a position to provide steady work within thirty (30) days.

- f) Any other provision of this contract to the contrary notwithstanding, the following terms shall apply to apprentices who 1) first become apprentices on or after May 1, 1995, and 2) are serving as a First Year Apprentice or during the first six months as a Second Year Apprentice

Estamp Plan

Pension, health & welfare, and vacation contributions, plus and related training/apprenticeship fund contributions and association fees required to be paid for work performed in these areas shall be remitted by the Employer pursuant to the Estamp Program established by the Carpenters' Vacation Trust Fund of St. Louis. The Employer shall furnish, at the time of purchase, such remittance reports and other information as are needed by the Estamp Program to enable contribution to be credited electronically to employees' accounts, and the Employer shall abide by all such rules and regulations as may now or hereafter be established for the operation of the Estamp Program.

Payment of pension, health & welfare, training/apprenticeship, and vacation contributions, plus any related association fees set forth in this Agreement, shall be made by the Employer via electronic purchase of fringe benefit Estamp hours through the Estamp Program. The price of each Estamp hour shall be equal to the sum of the hourly contribution rates established in this Agreement for pension, health & welfare, training/apprenticeship, and vacation contributions, plus any related association fees set forth in this Agreement.

One (1) Estamp hour, also referred to as an Estamp, shall be equivalent to one (1) regular hour worked or one (1) overtime hour. The employee shall be entitled to one (1) Estamp hour, or fraction thereof, for each regular hour worked or one (1) Estamp hour, or fraction thereof, for each overtime hour worked by a covered employee.

Upon completion of Estamp purchases, a record of the Estamp Receipt will be posted both on the Employer's Internet Estamp Account and the Employee's Internet Estamp account for verification and tracking. Estamp hours will be downloaded by the Carpenters' Benefit Fund office electronically and posted to the appropriate fringe benefit funds. Contributions and association fees will be processed electronically by Commerce Bank and distributed to the appropriate fringe benefit fund or association at the direction of the Carpenters' Benefit Fund office.

All contributions and fees due on account of hours worked during a pay week shall be purchased in the Estamp Program and the related remittance reports submitted, not later than the Employer's payday for that pay week.

Vacation & Holiday Fund

The Employer shall withhold from wages and submit employee contributions at the appropriate hourly rate as indicated in the section titled "Wages and Fringes" for each hour worked by each

employee covered by this Agreement to the CARPENTERS' VACATION TRUST FUND OF ST. LOUIS.

The reporting, payment and administration of such vacation and holiday payment shall be governed by the terms of the trust agreement creating the CARPENTERS' VACATION AND HOLIDAY FUND OF ST. LOUIS and the Employer agrees to be bound by that trust agreement.

The purchase of Estamps for contributions to the vacation and holiday fund shall be made pursuant to the procedure established in the section titled "ESTAMP PROGRAM."

Upon thirty (30) days prior written notice by the Union to the Employer, the Union may increase the amount of the hourly Vacation and Holiday pay not more than once in each calendar year.

Health and Welfare Trust Fund

In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated in the section titled "Wages and Fringes" for each hour worked by each employee covered by this Agreement to the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS. The contribution rate will increase in accordance with the Health and Welfare Trust Fund contribution rates through the duration of the Agreement.

The reporting, payment and administration of such contributions shall be governed by the trust agreement creating the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS and the Employer agrees to be bound by that trust agreement.

The purchase of Estamps for contributions to the Health and Welfare Trust Fund shall be made pursuant to the procedure established in the section titled "ESTAMP PROGRAM."

Pension Fund

In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated in the section titled "Wages and Fringes" for each hour worked by each employee covered by this agreement to the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS.

The reporting, payment and administration of such contributions shall be governed by the trust agreement creating the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS and the Employer agrees to be bound by that trust agreement.

The purchase of Estamps for contributions to the pension fund shall be made pursuant to the procedure established in the section titled "ESTAMP PROGRAM."

In the event that the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS should lose its status as a qualified pension plan under the Internal Revenue Code, or in the event that the Employer's required contributions to the affected Trust Fund otherwise become nondeductible by the Employer for income tax purposes, then except as provided below, the Employer's obligation for further contributions to such Trust Fund shall cease and the Employer in lieu thereof shall pay the equivalent of such pension contributions directly to the employee as wages during the remaining term of this Agreement. If a notice of

disqualification of the Trust Fund is issued, the Trust Fund's Trustees shall have an opportunity and reasonable time, not to exceed one hundred twenty (120) days, in which to remove the disqualification and obtain either a temporary or permanent reinstatement of the qualified status of the Trust Fund, and during such interim period between notice of disqualification and reinstatement of qualified status or failure to achieve reinstatement within one hundred twenty (120) days, the Employer shall continue making contributions, in the same amount and time as the pension contributions specified in this Agreement, into an escrow account to be maintained by Commerce Bank. If the Trust Fund's disqualification is removed within one hundred twenty (120) days, the escrowed funds, less any fees and expenses for maintaining the escrow account, shall be released and paid over to the Trust Fund and the Employer shall thereafter resume paying pension contributions to the Trust Fund as required by this Agreement. If the disqualification is not removed within one hundred twenty (120) days, the escrowed funds, less any fees and expenses for maintaining the escrow account, shall be paid as wages to the employees for whom the contributions were made, and the Employer shall thereafter continue to pay the equivalent of pension contributions directly to employees as wages and shall have no obligation for further pension contributions to the Trust Fund. If the obligation of the Employer to make pension contributions (or escrow contributions) has ceased in accordance with the foregoing, and if thereafter the affected Trust Fund shall again become a qualified pension plan under the Internal Revenue Code, or another qualified pension plan to which Employer contributions are income tax deductible has been negotiated between the parties to this Agreement and put into effect, then in either such case the Employer's obligation to pay the equivalent of pension contributions as wages shall cease and in lieu thereof the Employer's obligation to make pension contributions as provided in this Agreement, to such reinstated or substituted Trust Fund, shall again become effective.

Flooring Industry Advancement Foundation

It is the desire and goal of all parties to this Agreement to promote the stable development, continued progress and expanded growth of all segments of the floor laying industry both in the geographical area covered by this Agreement and throughout the nation. For the foregoing purposes, the parties to this Agreement recognize the establishment by Employers of the Flooring Industry Advancement Foundation. Effective from and after May 1, 2017, Employers signatory to this Agreement shall pay to the Flooring Industry Advancement Foundation the sum of twenty cents (\$.20) per hour, or such higher amount as may result from the Union's allocation of the compensation increases provided for in this Article, for each hour worked by employees covered by this Agreement, said sum to be paid as part of the E-Stamp currently in use for Dues Check-Off, the Training, Vacation, Pension and Health and Welfare Trust Funds. Said amounts so paid shall be used only for the purposes of promoting the floor laying industry and the further development, growth, and progress of the industry. Copies of any financial statements or audits which the Flooring Industry Advancement Foundation causes to be prepared for it shall be promptly provided to the Union. The Union strongly supports and endorses the worthy goals of the Foundation and the resulting maximization of work opportunities for the employees it represents.

Training Trust Fund

In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated in the section titled "Wages and Fringes" for each actual hour worked by each employee covered by this Agreement to the FLOORLAYERS' JOINT TRAINING FUND OF ST. LOUIS (FJTF). The Employer shall pay the FJTF contribution with Estamps.

The reporting, payment and administration of such contributions shall be governed by the terms of the trust agreement under which the FJTF is established and administered and the Employer agrees to be bound by that trust agreement.

Supplemental Dues Check-Off

It is understood that during the term of this contract the Union has the option of implementing a supplemental dues plan in connection with the vacation plan, providing the supplemental dues amount is deducted from the wage package.

Delinquency Penalties

In the event that the Employer fails to pay in full the amounts owing to the trust funds and industry associations under this Article and such failure has continued fifteen (15) days, the Union may after not less than seven (7) days' notice in writing to the Employer's main office, direct the employees of such Employer to discontinue or refuse to work for such Employer until all sums due from the Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the respective trustees and may be exercised by the Union.

In addition to any audit requirements that may be prescribed in the appropriate Addendums, upon request of an officially designated agent of the trust funds or industry associations, the Employer shall permit such agent to inspect and make copies of any and all records relevant to determining whether the obligations herein have been faithfully performed. At least ten (10) days' prior written notice of such audit shall be given to Employer, and such audit shall be made during regular business hours when reasonably possible and at the Employer's offices or at another mutually agreeable location.

In addition to any collections requirements that may be prescribed in the appropriate Addendum(s), the Employer acknowledges and agrees that the Trustees of the respective fringe benefit trust funds have broad powers to ensure the collection of contributions and the preservation of the trusts. The Employer agrees to be bound by and comply with all provisions of the various trust agreements of the funds to which the Employer is required to contribute, and of written collection policies adopted by the Trustees of such funds, including but not limited to provisions requiring advance cash deposits; provisions requiring the Employer to submit to audits of payroll and related records; imposition of interest not greater than 10% per annum on delinquent contributions; imposition of assessments and liquidated damages of not greater than 20% of delinquent contributions; and provisions authorizing commencement of suits or other legal proceedings against delinquent Employers for an accounting, damages, or other legal or equitable relief. If the Trustees institute legal proceedings to collect delinquent fringe benefit contributions, the Employer agrees to pay, in addition to other amounts awarded, all litigation costs including the Trustees' reasonable attorney's fees. If the examination by the accountant reveals that the Employer has underpaid by less than ten percent (10%) of the amounts due, then the charges of

the accountant for his services shall be paid by the Funds, but the Employer shall nevertheless be liable for the delinquency.

Surety Bond

The Employer shall secure and maintain surety bond or Letter of Credit from a financial institution in the minimum amount of \$25,000 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount.

Workmen's Compensation

The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by state law.

The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section and the party in error shall pay for any expenses incurred.

Unemployment Insurance Taxes

All companies, regardless of the number of employees, shall pay Unemployment Insurance Taxes.

Pay Day

All Employers shall pay their employees on their payday before 4:30 p.m. If employees are required to come to the place of business of the Employer on Saturday for their pay, they must be paid additional for the time spent in coming for same. All part-time workers shall be paid in full on being discharged from their work. Employees will be paid weekly, except that any other pay periods may be established by agreement with the Employer and the Union.

Wage Information

Employee wage payments will show amount of gross pay and itemized deductions, together with the dates of the pay period covered, the name of the Company, the name of the employee and total number of both regular and overtime hours worked and upon request, copies will be supplied to the Fund and/or the Union Office by the Employer.

Statement of Support For the Guard and Reserve

We recognize the National Guard and Reserve as essential to the strength of our nation and the maintenance of world peace. They require and deserve the interest and support of the American business community, as well as every segment of our society.

In the highest American tradition, these Guard and Reserve forces are manned by civilians. Their voluntary service takes them from their homes, their families and their occupations. On weekends, and at other times, they train to prepare themselves to answer their country's call to active service in the United States Armed Forces.

If these volunteer forces are to continue to serve our nation, a broader public understanding is required of the total force policy of national security - - and the essential role of the Guard and Reserve within it.

The Guard and Reserve need the patriotic cooperation of American employers in facilitating the participation of their eligible employees in Guard and Reserve programs, without impediment of penalty.

We therefore join other members of the American business community in agreement that:

1. Our employees' job and career opportunities will not be limited or reduced because of their service in the Guard or Reserve;
2. Our employees will be granted leaves of absence for military training in the Guard or Reserve;
3. This agreement and the resultant company policies will be made known throughout the organization and announced in company publications and through other existing means of communication.

ARTICLE 5

Work Day

The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. All work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half.

Flexible Starting Time

The provisions of this Article and the other Articles of this Agreement notwithstanding, the Employer and the Union agree to a flexible starting time of 6:00 a.m. to 8:00 a.m., quitting time of 2:30 p.m. to 4:30 p.m., and any such mutually agreed to different work starting time shall determine whether wages are payable at the straight rate or the premium rate.

Make Up Day

All work done on Saturday will be done at time and one-half, unless the employer and employee agree that Saturday shall be used as a make-up day.

When an employee misses a day or days of work, at the employee's prerogative, the contractor, at his option, may offer Saturday as a make-up day. The employee shall not be disciplined or discriminated against for failing to agree to use Saturday as a make-up day.

Four 10-Hour Days

The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. Forty hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. The Union will be advised of the starting time. Fridays can be worked in lieu of holidays at employee's option.

When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

Employees must be notified not later than Wednesday at quitting time prior to the Monday of the four ten-hour workweek.

Holidays

Time and one-half shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday.

Double time shall be paid for all time worked on Sunday, New Year's Day, Memorial Day, Thanksgiving Day, and Veterans Day, Christmas Day, Fourth of July or Labor Day.

When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday.

If holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

We agree to observe these holidays on the day that the Building Trades establishes observance for all trades, normally observed by Federal Government regulations.

The exception to the above paragraph shall be:

Occupied Residential and Occupied Nonresidential

All occupied residential and occupied nonresidential work performed from 8:00 a.m. through 4:30 p.m., Monday through Saturday, shall be at the rate of straight time up to forty (40) hours per week. The Flexible Starting Time provisions set forth above apply here as well. Work performed over forty (40) hours in a week shall be at time and one-half. Any hours worked in excess of eight (8) hours in any twenty-four (24) hour period shall be at time and one-half. Work performed on Sundays shall be at time and one-half. It is understood that an employee may decline to work on Sunday without penalty. Additional employees hired for Saturday and/or Sunday only, shall be paid at the rate of time and one-half. All work performed on holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day) shall be paid for at the rate of double time. No compensation is to be paid if employees do not work on

the above-named holidays. When any of the above named holidays fall on Sunday, the Monday following shall be observed as such holiday. If the holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

Projects That Cannot Be Performed During The Regular Workday

Notifications prior to starting date must be made to the Carpenters' Regional Council. On projects that cannot be performed during the regular workday, i.e., remodel, modification of hospital operating rooms, heavy traffic areas such as, offices and corridors, retail stores, restaurants, bowling alleys and theaters, etc. In such cases, employees shall be paid the applicable straight time hourly wage rate, plus a premium of 10% per hour the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate. All other work rules, guaranteed payment of wages and fringe benefits and other provisions of this Collective Bargaining Agreement shall apply when such work is being performed.

Show-Up Time

Employees called for work and employed shall be paid for actual time worked.
Employees called for work and not employed shall receive one (1) hour's pay.

Employee Responsibility

Subject to the provisions of Article 5, the Union and the Employers unreservedly subscribe to the principle of a fair day's work for a fair day's pay, and in consideration thereof it is understood that:

1. The employees shall adhere to the work day as set forth in Article 5.
2. Employees are required to be on the job site ready for performance of their work at the specific starting time, unless otherwise specifically authorized by the Employer.
3. The employees are expected to perform to the best of their capabilities, and the amount of their production shall not be limited in any manner.
4. Employees shall be compensated only for the actual number of hours they are engaged in their assigned work duties and/or authorized travel time from one job site to another.
5. The employee shall notify his Employer if he leaves the job site prior to quitting time, unless authorized by his Employer.
6. There shall be no falsification by an employee on his time report.
7. Discipline invoked by the Employer against an offending employee's infraction of the above will also cause the Union to take appropriate action against the offending member in accordance with the application provisions of the Union's Constitution and Bylaws, upon notice by the Employer to the Union in writing of the fact that suspension has been invoked.
8. Without the express written permission of the Company, an employee covered by this Agreement shall not, while in the employ of the Company, engage in bargaining unit work as set forth and described in this Agreement, other than work assigned to him by the Company, nor shall there be any use of the Company's property such as tools, parts, equipment, radios/telephones,

or transportation, for other than the Company's business. Violations hereof shall result in discharge.

Increased Productivity

In furtherance of the principle that Employers will receive and employees will give a fair day's work for a fair day's pay as set out further in Article 5 of the Labor Agreement, the parties recognize and agree that it is absolutely essential for the economic survival of the journeymen members of Local 1310, for Local 1310 as a viable labor organization, and for the future destiny of the signatory Employers hereto engaged in the industry that past bad habits of certain employees, whether willful or not, such as late starts, excessive coffee breaks, lengthened lunch periods, early quitting times and other employee time-wasting practices, all of which result in reduced yardage or lessening of productivity, cannot and will not be condoned and must be eliminated by the journeymen to the end that increased production will be achieved.

Good Workmanship

The employees agree that when an installation is unsatisfactory, the Employer may, within a period of ninety (90) days from the time of installation, report same to the Business Representative of Local Union 1310, who shall endeavor to adjust the matter.

In the event he is unable to do so, he will choose one mechanic and an Employer, neither of whom are from shops involved in the controversy, who, with himself, shall inspect and adjudge the work. In the event the mechanic is at fault, the selected committee will require the mechanic to forfeit his time or reinstall the job. The mechanic will further be required to compensate the mechanic who was selected by the Business Representative for his time while inspecting the job, in the event such inspection causes him to suffer loss of time. The Employer is to serve at no compensation regardless of whether the mechanic is at fault or not.

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 and shall pay the selected mechanic for any loss of time suffered by such inspection.

On minor details such as missing screws, carpet not tucked in, etc., within a period of forty-five (45) 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 to be completed within seven (7) days of notification by the Employer to the mechanic. The Employer will schedule repairs within the normal working day. Apprentices of three (3) years or less are excluded. If a mechanic feels this is unjust he has the right to appeal to the Union.

Tools and Supplies

Power tools, tile cutters, roller, telescope power stretcher and seam irons are to be supplied by the Employer. The employees agree to supply themselves with modern hand tools. Employers and employees understand that OSHA provides for certain responsibilities upon them and that they will observe obligations of said Act as may be required of them respectively.

Equipment and Supplies Responsibility

Employees will exercise prudent responsibility over equipment and supplies furnished them by their Employer. Such supplies and equipment will be used only in performance of work for their Employer. Violation of this provision is subject to disciplinary action by the Employer, including discharge. When an Employer requests an employee to return company tools in his possession, the Union will cooperate to expedite said return.

Uniform Requirement

All employees covered by this Agreement, while working at the trade, are required by the Employer to furnish and wear Employer designated uniforms, clean Carpenter overalls or white work pants with a white work shirt. The Union shall take appropriate disciplinary action to ensure the enforcement of this Article.

Area

- (a) All employees will be on the job ready for work at their starting time and will remain on their job until their quitting time within the following area:

On the Missouri side: St. Louis City; all of the area enclosed by Highway 270 and the Mississippi River, as well as an area extended seventy-five (75) miles beyond the highway.

On the Illinois side: All the area enclosed by Interstate 255 and the Mississippi River, as well as an area extended seventy-five (75) miles beyond the highway.

- (b) Mileage will be paid by the Employer for additional miles out of the above area, as allowed by the Internal Revenue Service for like expenses.
- (c) It is further understood that all employees are to carry their own tools; supplies/materials in reasonable amounts; telescope power stretcher, tile cutter, roller, etc., as needed in the performance of their work.
- (d) Necessary parking fees and business toll telephone calls will be paid for by the Employer.

Out of Area

- (a) Employees commuting outside the boundaries as listed in Article 1 for their Employer in equipment furnished by the Employer or in their own vehicle for construction projects that are commercial projects as defined in the section titled "Definitions of Commercial and Residential Construction" will be paid at the negotiated commercial wage rate.
- (b) Employees commuting outside the boundaries as listed in Article 1 for their Employer in equipment furnished by the Employer or in their own vehicle for construction projects that are residential projects as defined in the section titled "Definitions of Commercial and Residential Construction" will be paid at the negotiated residential wage rate.

- (c) Employees on "Out of Town" work (previously defined in Article 4 as those on which it is necessary for the Employee to remain overnight) shall receive straight time pay only for that time required to travel in excess of seventy-five (75) miles beyond the boundaries as listed in Article 1 in equipment furnished by the Employer or in their own vehicle.
- (d) Employees traveling to jobs where it is necessary for them to remain over night, shall receive twenty-five dollars (\$25.00) for meals, plus reasonable living accommodations (to be arranged prior to the employee traveling to the project).
- (e) No employee shall be penalized for his reasonable refusal to work out of the area.
- (f) The Employer working out of the area shall provide the employees with the appropriate stamps as provided in Article 4 of this Agreement.

Traveling Mechanic Rule

Members from another territorial jurisdiction may obtain permission to work on a job in Regional Council's jurisdiction when in possession of the appropriate U.B.C.J.A. International Agreement or upon attaining the appropriate work/contractual agreement with the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL COUNCIL.

Hiring of Other Trades

Employers shall not directly hire laborers to do clean up or any other work.

Foreman

Where there are two or more mechanics working on multiple dwellings, institutional or commercial jobs of twenty thousand (20,000) square feet or more of all types of tile, there shall be a working foreman. As foreman, he shall receive an additional seventy-five cents (\$.75) per hour over journeyman rate.

Where there are three or more mechanics working on multiple dwellings, institutional or commercial jobs of more than one thousand (1,000) square yards of carpet or linoleum, there shall be a working foreman. As foreman he shall receive an additional seventy-five cents (\$.75) per hour over journeyman rate.

Where there are three or more mechanics working on multiple dwellings, institutional or commercial jobs of more than ten thousand (10,000) square feet or more of TMT or hardwood, there shall be a working foreman. As foreman, he or she shall receive an additional seventy-five cents (\$.75) per hour over journeyman rate.

Stewards

There may be a steward for each Employer's men to be appointed by the Union. The steward is not authorized as the agent of the Union to call any strike or to cause any work stoppage. At the direction of the Union it shall be the duty of the steward to see that specific provisions of this contract are carried out, and shall include but not be limited to the review of stamp books and

quarterly cards. There shall be no discrimination or retaliation against the steward for the faithful performance of his duty as herein provided.

Productivity

The Union and the Employer recognize that in the interest of preserving and expanding employment opportunities, both have a mutual obligation to consider steps to increase productivity so that the industry can absorb increased wage and other cost items. In the furtherance of this objective, each Employer may establish a committee composed of the Shop Steward and a representative number of journeymen to make recommendations for improvement of productivity.

Light Duty

Employees covered by this Agreement who are temporarily unable to perform their regular work duties because of disability arising out of a work-related injury, the Employer may assign him light-duty work, provided: (1) the work accommodates the employee's medical restrictions, and (2) the type of work assigned does not fall within the Scope of Work described in Article 2 of this Agreement. No employee shall be required to perform such light-duty work as a condition of continued employment. If the employee agrees to accept the assignment of light-duty work, the employer shall pay him full benefit contributions and not less than eighty percent (80%) of the hourly wage rate.

ARTICLE 6

Strikes - Lockouts

It is agreed that no officer, member, representative, agent or official of the Union or any of its locals, nor any Employee covered by this Agreement, shall, directly or indirectly, assist, encourage, instigate, promote, sponsor, cause, participate in, support or engage in any picketing, company or product-derogation, supporting strikes, strikes, picketing, sympathy strikes, failure to cross a picket line, sit-downs, slow-downs, hand-billing, work stoppages, concerted refusal to work overtime, slow-downs or stoppages of work of any kind or any other activity which interferes with the Company's operations regardless of the reason for doing so, under any circumstances, during the life of this Agreement.

During the term of this Agreement, the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic, or any work stoppage, or slow down of work, or walk out by any of the employees covered hereunder, or the Union, or any members of the Union, not will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical):

- (a) Request them to immediately return to work;
- (b) Advise them that they are violating the Union Agreement with said Employer: and
- (c) Grant them no assistance.

It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

In consideration of the foregoing, the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, or condoned by said Union.

It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause when requested by Employer to so report for work, shall constitute just cause for discharge.

It is understood and agreed that as the Negotiating Agent, the Association shall in no event be bound as a principal or Employer hereunder or be held liable as a principle or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.

The Company agrees that it will not lock out the Employees during the life of this Agreement.

Any and all employees who violate any provisions of this Article may be discharged or otherwise disciplined by the Company.

It is agreed that every employee shall work peacefully and cooperatively with every other employee and no employee shall take action against any other employee by refusing to work with him, by subjecting him to verbal abuse, by handicapping him in his work, by discriminating against him in connection with his work, or in any way urging or coercing him in reducing his productive output. Any such acts contrary to the provision or spirits of this section by any employee shall be proper cause for discipline or discharge by the Employer of any one or more of such employees participating herein.

ARTICLE 7

Legal Compliance

If any term or provision of this Agreement is, at any time during the term thereof, finally adjudicated to be in conflict with any applicable, valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law or decision. If any term or provision of this Agreement is, or becomes, invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 8

Mutual Cooperation

Consistent with the provisions of this Agreement and the continuing duties of both an Employer and the Union under the applicable Labor Laws, the parties hereto shall meet and confer during the terms of this Agreement upon request for the purpose of determining the proper application of this Agreement, or any provisions thereof, to any particular question or situation which may arise, provided that any adjustment or variance of the provisions hereof shall be effective only upon the mutual agreement of both the Employer and the Union.

Memorandum of Understanding

1. Local 1310 will not furnish labor directly to end users until Local 1310 and FIC representatives meet and attempt to reach a mutually acceptable agreement concerning same.
2. The C.R.C. will continue active recruitment and organizing of nonunion shops in an attempt to expand the general membership of Local Union 1310.

ARTICLE 9

Referral System

In order to maintain an efficient system of production in the industry, to provide for an orderly procedure of referral of applicants for employment, and to preserve the legitimate interest of employees in their employment, the Employer and the Union agree to the following plan of referral of applicants to employment:

1. The Employer shall have the right to directly employ a minimum number of key employees and an individual may directly solicit employment from an Employer, provided that he first obtains written consent from the Union. This consent shall be granted by the Union under limited circumstances which in its decision are deemed by it to be sufficient.
2. All other employees required by the Employer shall be furnished and referred to the Employer by the Union.
3. The Employer shall have the right to reject any applicant referred to the Employer by Local 1310. Further, the Union will, by request, supply the prospective Employer with the applicant's last known place of employment.
4. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements. The selection and referral of applicants shall be operated in accordance with the procedure contained in this Article 9.
5. Each applicant shall be registered in the group or groups of employment for which he qualifies. The Union shall register all applicants for employment in the group or groups for which said applicants apply and are qualified. The seven (7) groups for which applicants may apply if

qualified are: (a) carpet layers; (b) linoleum layers; (c) tile layers; (d) hardwood floor layers; (e) hardwood floor sanders and finishers; (f) ceramic, marble, quarry, terrazzo and stone fabricator installers; (g) asbestos abatement floor removers. Additionally, lists of apprentices for each of these groups shall be maintained by the Union in the same manner. Apprentices are defined as applicants for employment who have begun but not yet completed a formalized apprentice program.

6. The Union shall maintain each of the separate group lists set forth above which shall list the applicants within each group in the order of the dates they registered as available for employment.
7. Employers shall advise the Union of the number of applicants needed in any or all of the above described job classifications. The Union shall refer applicants to the Employer by referring to the proper job classification group and by referring applicants within said job classification group in the order of their place on the job classification group list. In the event the Employer shall advise the Union of his need for an apprentice or apprentices, the Union shall refer applicants to the Employer by referring to the appropriate apprentices' group list and shall refer applicants to the Employer there from in the order of their place on said list. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his job classification group and shall be referred to another Employer in accordance with his place within the group. Upon a registrant being referred by the Union for employment and actually being employed on a job more than three (3) days, such registrant's name shall be removed from the list until such time as his employment has been terminated, at which time he shall be registered at the bottom of the appropriate job classification group list or lists under which he is entitled to be registered. If a registrant, upon being referred in regular order, refuses to accept the referral, such registrant's name shall be placed at the bottom of the appropriate job classification group list.
8. The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.
9. Apprentices shall be hired in accordance with the apprenticeship provisions of the Agreement between the Employer and the Union.
10. In the event that the referral facilities maintained by the Local Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays, and holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer shall notify the Local Union of the names and dates of those hired.
11. The Employer and the Union shall post in appropriate places all provisions relating to the hiring arrangements set forth in this Agreement.
12. Any of the above Articles notwithstanding, it is to be understood that any Employer laying off a journeyman, may, within thirty (30) calendar days after the layoff, re-employ said man without referral to the Referral System provisions, provided it is agreeable to the said employee to be so re-employed. Such laid off journeyman, if temporarily employed by another Employer, shall remain with that temporary Employer until the installation the employee is working on is finished, but not exceeding three (3) working days from the date the regular Employer desires recall. Men so temporarily employed shall immediately advise the Union

office when they are re-employed by their original Employer, and the original Employer shall also notify the Union office upon his re-employment of such man.

ARTICLE 10

Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline for proper cause; to determine the number of Employees to be employed; to hire Employees, determine their qualifications and assign and direct their work; to promote, demote (other than for disciplinary purposes), transfer, layoff, recall to work; to set reasonable standards of productivity; to determine the products to be produced and/or the services to be rendered; to maintain efficient operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to exercise the right to "make" or to "buy"; to close down or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, relocate, assign or cease any job, department, operation, product, business or service; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved research, production, service, distribution, maintenance and working methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions and all other units of the Employer; to issue, amend and revise policies and work rules including drug and alcohol testing and absentee plans, regulations and practices (provided, however, the Employer shall first notify the Union of such drug and alcohol testing program or other new or revised policies or work rules and bargain with the Union as required and governed by law); and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and the Employer's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising it in the same or some other way not in conflict with the express provisions of this Agreement.

Any of the Management's inherent or statutory rights, powers, functions, prerogatives or authorities are retained by the Employer, except as to those rights, powers, functions, prerogatives or authorities which are expressly and specifically modified herein.

ARTICLE 11

Most Favored Nations

If after the effective date of this Agreement, the Union enters into any agreement with any employer for work covered by this Agreement and in areas covered by this Agreement, upon more favorable terms to such other employer than are embodied in this Agreement, such more favorable terms shall be immediately reported to the Association by the Union and made immediately available to the Employers signatory to this Agreement by notice to the Association from the Union. The effective date shall be the same date as granted to the other employer.

ARTICLE 12

Term of Agreement

This Agreement shall become effective as of the 1st day of May, 2017 and will remain in effect until April 30, 2023 and shall automatically renew itself from year to year thereafter until and unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration date of this Agreement or any extension thereof, that such party desires to amend or terminate the Agreement. Such notice shall be served by Certified Mail. Immediately following the transmittal and receipt of such notice, the parties shall meet and confer for the purpose of negotiating a new Agreement. All parties intend and agree that all provisions of this Agreement pertaining to wages and benefits shall be retroactive to May 1, 2017 irrespective of the date on which the parties sign this Agreement.

CARPET, LINOLEUM, HARDWOOD AND TILE LAYERS' LOCAL UNION #1310

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day and year first above written.

ASSOCIATION:

THE FLOORING INDUSTRY COUNCIL,
Acting As Negotiation Agent For
And On Behalf Of Its Members


UNION:

ST. LOUIS-KANSAS CITY CARPENTERS
REGIONAL COUNCIL AND ITS
AFFILIATED LOCAL UNION NO. 1310

BY:


TIM SCHOOLFIELD
President

BY:


AL BOND
Executive Secretary-Treasurer

EMPLOYER: _____

BY: _____

Address: _____

City/State: _____

Phone: _____

FAX: _____

Dated: _____

EIN: _____

Email: _____