

**BRICKLAYERS AND ALLIED CRAFTWORKERS
INTERNATIONAL UNION OF AMERICA**

**MOSAIC AND TERRAZZO WORKERS & FINISHERS
LOCAL UNION #18MO of the
EASTERN MISSOURI DISTRICT COUNCIL
COLLECTIVE BARGAINING AGREEMENT**

July 1, 2018 through June 30, 2023

*COLLECTIVE BARGAINING AGREEMENT
MOSLAC AND TERRAZZO WORKERS AND FINISHERS
LOCAL #18MO*

TABLE OF CONTENTS

<i>Agreement</i>	<i>Page 3</i>
<i>Duration</i>	<i>Page 3</i>
<i>Union Recognition & Union Security</i>	<i>Page 3, 4</i>
<i>Work Jurisdiction</i>	<i>Page 4, 5, 6</i>
<i>Check-off Authorization</i>	<i>Page 6</i>
<i>Terrazzo Worker Wage & Benefits</i>	<i>Page 6, 7, 8</i>
<i>Terrazzo Finisher Wage & Benefits</i>	<i>Page 8, 9</i>
<i>Overtime & Holidays</i>	<i>Page 9</i>
<i>Work Outside City Limits</i>	<i>Page 9, 10</i>
<i>Parking</i>	<i>Page 10</i>
<i>Working Equipment</i>	<i>Page 10</i>
<i>Wage Information</i>	<i>Page 10, 11</i>
<i>Hourly Work Rules</i>	<i>Page 11</i>
<i>Grievance and Arbitration</i>	<i>Page 11, 12</i>
<i>Union Rights</i>	<i>Page 12</i>
<i>Quality of Work</i>	<i>Page 12</i>
<i>Apprenticeship</i>	<i>Page 12</i>
<i>Severability</i>	<i>Page 12, 13</i>
<i>Surety Bond or Letter of Credit</i>	<i>Page 13</i>
<i>Worker's Compensation & Unemployment Ins.</i>	<i>Page 13</i>
<i>Union Conditions</i>	<i>Page 14</i>
<i>Sub-Contracting</i>	<i>Page 14</i>
<i>Traveling Contractors</i>	<i>Page 14</i>
<i>Working Contractor</i>	<i>Page 14, 15</i>
<i>Most Favored Nation Clause</i>	<i>Page 15</i>
<i>Safety</i>	<i>Page 15</i>
<i>Hiring Preference</i>	<i>Page 15</i>
<i>Preservation of Work</i>	<i>Page 15, 16</i>
<i>Drug Testing</i>	<i>Page 16</i>
<i>Prevailing Wage Reporting</i>	<i>Page 16</i>
<i>Signature Page</i>	<i>Page 17</i>

AGREEMENT

This Agreement is entered into this 1st day of July, 2018 by and between the undersigned employer (hereinafter referred to as the Employer) and INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL #18 OF EASTERN MISSOURI DISTRICT COUNCIL, AFL-CIO, (hereinafter referred to as the UNION.)

ARTICLE I DURATION TERMINATION AMENDMENT

This Agreement shall be effective commencing July 1, 2018 and shall continue in full force to and including June 30, 2023. It shall be automatically continued yearly thereafter unless written notice of decision to negotiate a new Agreement in whole or in part, is given in writing by either party to the other not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereafter. The parties may at any time mutually agree to change or amend any part of this Agreement and such changes or modifications shall not affect the continuing nature of this Agreement.

ARTICLE II UNION RECOGNITION AND UNION SECURITY

Section 1 Union Recognition Inasmuch as (1) the Union has requested recognition as the majority, Section 9(a), representative of the Employees in the bargaining unit described herein and (2) the Union has submitted or offered to show proof of its majority support by those Employees, and (3) the Employer is satisfied that the Union represents a majority of the bargaining unit Employees, the Employer recognizes the Union, pursuant the Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union.

Section 2 Future Recognition The Employer agrees that if it has not previously done so, at any time during this agreement it will, upon the Union's request for recognition as the Section 9(a) representative of the Employees in the bargaining unit described herein, and upon the Union's submission of proof of majority support by such Employees, voluntarily recognize the Union as the exclusive representative, as defined in Section 9(a) of the National Labor Relations act, of all employees within the bargaining unit on all present and future jobsites within the jurisdiction of the Union. When the Union has requested recognition as majority representative, the Employer's recognition will be based on the Union's proof or offer to submit proof. The Employer expressly agrees that it will not condition its recognition upon the result of an election conducted under the rules and regulations of the National Labor Relations Board.

Section 3 Union Security No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 9(a) of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided

that the Union has given the employee four (4) days notice that his/her obligation to make payment has not been met and that his/her delinquency renders him/her liable to termination under this section.

The Employer shall not be obligated to dismiss any employee for non-membership in the Union (a) if he/she has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members or (b) if he/she has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE III WORK JURISDICTION

Section 1 Scope of Work

This Agreement covers all Terrazzo Workers (Mechanics) and Finishers Employees of the Employers engaged in the cutting and assembling of Art Ceramic, Glass Mosaic, Seamless Epoxy Resin flooring the casting of all Terrazzo in the shop and on the jobs, whether for interior or exterior purposes and in any public or private building located anywhere within the territorial jurisdiction of the Union.

Section 2 Territorial Jurisdiction

This jurisdiction shall consist of the following counties in the State of Missouri: Clark, Lewis, Marion, Ralls, Pike, Lincoln, Warren, St. Charles, St. Louis, Franklin, Jefferson, Crawford, and including the city of St. Louis.

Section 2a: In the event the territorial or trade jurisdiction of the Union shall be extended during the term hereof, this Agreement shall cover such extensions.

Section 3 Terrazzo Worker (Mechanic) Work is defined as:

Marble Mosaic, Seamless Epoxy Resin flooring, and Terrazzo work shall consist of, but not be limited to, the following work procedures and installations of the following materials:

1. The installation of Marble Mosaic, Venetian Enamel, Seamless Epoxy Resin flooring, and Terrazzo, the cutting and assembling of Art Ceramic, Glass Mosaic; the casting of all Terrazzo in shops and on jobs; all rolling and troweling (hand or powered) of terrazzo work.

2. All scratch coat on walls and ceiling where Mosaic, Seamless Epoxy Resin flooring, and Terrazzo is to be applied shall be done by Mosaic and Terrazzo workers.

3. All underbed into which Terrazzo strips are inserted, bedding above concrete floors or walls, the preparation, cutting, laying or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal, strips, lath or other reinforcement, where used in Mosaic, Seamless Epoxy Resin flooring, and Terrazzo work, shall be the work of the Mosaic and Terrazzo worker. The sweeping of the unfinished floor and the use of the roller (hand or powered) are to be done by the Terrazzo worker.

4. The layout of patterns, stenciling of graphics, saw cutting of decorative concrete, stained or dyed, whether applied by spray, trowel, roller, brush, broom or any other process, shall be the work of the Terrazzo Mechanic.

5. All floor preparation by blast machines, grinders, and scarifiers. Any application of top coats and sealers on terrazzo and Seamless Epoxy Resin flooring covers or walls. Pre-molded cove base. All Seamless Epoxy Resin flooring or similar material on floors, walls, and ceilings.

6. All Cement Terrazzo, Magnesite Terrazzo, Seamless Epoxy Resin flooring, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for interior or exterior of buildings placed either by machine or by hand, and any other kind of plastic mixtures composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic colored quartz, and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, Magnesium Chloride, Latex, epoxy material, or any other resinous or chemical substances used for seamless flooring systems, and all other plastic binders or any other binding material when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building and also other work not considered a part of the building such as fountains, swimming pools etc. Also all other substitutes that may take the place of terrazzo work shall be set by Mosaic or Terrazzo Workers. The Terrazzo Worker shall have the right to use all tools which are necessary in the performance of all such terrazzo work.

7. Cutting and assembling of Art Ceramic and Glass Mosaic comes under the jurisdiction of the Mosaic Workers.

8. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines and/or polished, shall come under the jurisdiction of the terrazzo workers.

Section 4 Terrazzo Finisher Work is defined as:

1. The handling of all materials used for Mosaic and Terrazzo work.
2. Preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all Cement Terrazzo, Magnesite Terrazzo, Seamless Epoxy Resin flooring, Epoxy Matrix Terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless (whether floors, walls or ceilings) systems, and all other building materials, all similar materials and pre-cast Terrazzo work in shops, on the job, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2X2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or machine or by Terrazzo resurfacing equipment on new or existing floors and such works as listed as Mosaic Terrazzo Local 18 work by the Constitution of the Bricklayers

and Allied Craftworkers. When necessary, grinders and finishers shall be allowed to assist mechanics to spread sand bed, lay tar- paper and wire mesh (2X2 etc.) lath.

3. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and trolled or rolled into the finish and then the surface is ground by grinding machines shall be under the jurisdiction of, and performed by, the Mosaic and Terrazzo Local 18.
4. The handling of all material to be used in the installation process for grinding, polishing of concrete, whether or not stained or dyed, disposal of all debris relevant to work. The prepping of all concrete, honoring all cracks, layout and setting of angle divider strips, grinding, cleaning, polishing, sealing shall be the work of the Terrazzo Finisher.
5. The parties recognize as a result of research and development, new materials and processes are constantly being introduced in the Terrazzo and Seamless Epoxy Resin flooring Industry, supplanting and replacing traditional materials and methods. It is therefore, agreed that all new materials and new processed constitutional substitutions for traditional materials and processes in Terrazzo installation shall be deemed as coming within the provisions of this section.
6. Teamwork is essential for the improvement of the Terrazzo Industry. Working together as a team to achieve a high standard of workmanship and productivity is important. All members of Local #18 must do this together to combat the non-union and open shop movement.
7. Terrazzo Employers shall not bid installing of membrane or 6X6 10/10 mesh on structural Terrazzo. Terrazzo Workers or Finishers shall not install membrane or 6X6 10/10 mesh on structural Terrazzo.

ARTICLE IV
CHECK-OFF AUTHORIZATION

The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agencies designated by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues or equivalent fees to said Union, and to its International Union.

ARTICLE V
WAGES AND BENEFITS
TERRAZZO MECHANICS
RATES OF PAY, WELFARE, PENSIONS

Section 1. Terrazzo Worker (Mechanic) wage and benefits:

In its sole discretion, the Union will allocate the compensation increases amongst wages and the applicable benefit funds. The Employer may make advisory recommendations on any such

allocations. In addition the Union shall have the right during the term of this Agreement to reallocate monies from wages to one or more of the benefit funds and to reallocate monies between various benefit funds. The Employer shall be given at least sixty (60) days advance notice of any such reallocations.

1a. Effective July 1, 2018, the total wage and fringe benefit package for Terrazzo Mechanics will be \$47.41, reflecting a \$0.75 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option.

1b. Effective July 1, 2019: \$0.75 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option.

1c. Effective July 1, 2020: \$0.75 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option.

1d. Effective July 1, 2021: \$0.80 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option.

1e. Effective July 1, 2022: \$0.80 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option

1f. Whenever the Union's option is exercised herein the Union shall notify the Employer of the breakdown between wages and fringe benefits no later than thirty (30) days preceding the effective date.

Section 2 International Masonry Institute: The parties to this agreement recognize the need for effective apprenticeship and training, which must be met if the industry is to grow and prosper. The parties to this Agreement believe that the I.M.I. is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in this program area in an effective manner of coordinating through a single regional International system. With this principle in mind, the parties agree as follows: effective July 1, 2018, the employer agrees to contribute to the International Masonry Institute the amount of one percent (1%) of gross total package for each hour worked by each employee.

Section 3 Health & Welfare: The Employer shall contribute the amount of \$7.45 per hour for each hour worked by all Terrazzo Mechanics including all apprentices as of July 1, 2018 into the Bricklayers & Allied Craftworkers International Health Fund. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 4 Local Pension Fund Terrazzo Mechanics: The Employer shall make contributions in the amount of \$4.60 per hour for each hour worked by all Terrazzo Mechanics including all apprentices into the Ceramic Tile & Marble Masons Pension Fund as of July 1, 2018. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 5 Bricklayers & Trowel Trades International Pension Fund: The Employer shall contribute the amount of \$1.50 per hour for each hour worked by all Terrazzo Mechanics as of July 1, 2018 including all apprentices into the Bricklayers & Trowel Trades International Pension Fund.

ARTICLE VI
WAGES AND BENEFITS
TERRAZZO FINISHER
RATES OF PAY, WELFARE, PENSIONS

Section 1: Terrazzo Finishers Wage and benefits:

In its sole discretion, the Union will allocate the compensation increases amongst wages and the applicable benefit funds. The Employer may make advisory recommendations on any such allocations. In addition the Union shall have the right during the term of this Agreement to reallocate monies from wages to one or more of the benefit funds and to reallocate monies between various benefit funds. The Employer shall be given at least sixty (60) days advance notice of any such reallocations.

1a. Effective July 1, 2018, the total wage and fringe benefit package for Terrazzo Floor Machine Operator/Finishers will be \$44.13 per hour, reflecting a \$0.75 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option.

1b. Effective July 1, 2019: \$0.75 per hour increase. Said increase to be contributed in wages or fringe benefits at the Union's option.

1c. Effective July 1, 2020: \$0.75 per hour increase. Said increase to be contributed in wages or fringe benefits at the Union's option.

1d. Effective July 1, 2021: \$0.80 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option.

1e. Effective July 1, 2022: \$0.80 per hour increase. Said increase to be contributed to wage or fringe benefits at the Union's option

Section 2 International Masonry Institute: The parties to this agreement recognize the need for effective apprenticeship and training, which must be met if the industry is to grow and prosper. The parties to this Agreement believe that the I.M.I. is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in this program area in an effective manner of coordinating through a single regional International system. With this principle in mind, the parties agree as follows: effective July 1, 2018, the employer agrees to contribute to the International Masonry Institute the amount of one percent (1%) of gross total package for each hour worked by each employee.

Section 3 Health & Welfare: The Employer shall contribute the amount of \$7.45 per hour for each hour worked by all Terrazzo Floor Machine Operator/Finishers including all apprentices as of July 1, 2018 into the Bricklayers & Allied Craftworkers International Health Fund. All

monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 4 Local Pension Fund Terrazzo Finisher: The Employer shall make contributions in the amount of \$3.11 per hour for each hour worked by all Terrazzo Floor Machine Operator/Finishers including all apprentices into the Ceramic Tile & Marble Masons Pension Fund as of July 1, 2018. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 5 Bricklayers & Trowel Trades International Pension Fund: The Employer shall contribute the amount of \$1.50 per hour for each hour worked by all Terrazzo Floor Machine Operator/Finishers as of July 1, 2018 including all apprentices into the Bricklayers & Trowel Trades International Pension Fund.

ARTICLE VII OVERTIME AND HOLIDAYS

1. The standard work day shall consist of eight (8) hours of work between the hours of 6:00 am and 6:00 pm with a 30 minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five (5) standard workdays commencing on Monday and ending on Friday, inclusive. However, the Employer and Employees may agree to a 10 hour, 4 day work week after providing notice to the Union. The normal starting and quitting times may be changed by mutual consent of the Employer and the Union.

2. All time worked before and after the established eight (8) hour work-day or ten (10) hour work-day (if applicable), Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time and one/half (1 1/2) the hourly base wage rate in effect. All time worked on Sundays and on the holidays specified in Section 3 of this Article shall be paid for at the rate of double the hourly base wage rate in effect.

3. All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day will be done at the rate of double time.

4. Each working man will be allowed to take off time to vote in City, State and National elections including primaries and will be paid for same. Such time will begin no later than three (3) hours before the closing of polls.

ARTICLE VIII WORK OUTSIDE CITY LIMITS

1. When a worker is sent to work out of the city of St. Louis at a distance of greater than 100 miles from City Hall, compensation for room and board shall be paid as follows: Employer agrees to pay actual cost for motel room based on double occupancy for actual days worked up to four days for duration of the job upon presentation of paid receipt. Employer also agrees to pay \$25.00 per day on jobs over 100 miles. It being understood that should an employee be sent to a jobsite by himself/herself the Contractor shall pay the full room rate and the meal rate shall

prevail. When a worker is working at a distance greater than 250 miles from City Hall he/she shall be paid seven (7) days room and board.

2. Traveling time at the beginning of a job and upon the conclusion of the job for out of town jobs shall be paid at the regular scale of wages, minus all fringe benefits. If a worker through no fault of his/her own has to return home and cannot finish the job he/she shall be paid travel time and transportation.

3. When a worker is sent out of town to work and return on the same day, hours worked, travel time and transportation will be paid but no room and board.

ARTICLE IX PARKING

Employers agree to pay parking at a mutually agreeable location based on actual expenses upon the presentation of paid receipt.

ARTICLE X WORKING EQUIPMENT

Each Employer is to supply to the members of Local 18 working for him, suitable brushes to wash the excess cement wherever terrazzo is to be ground with the Base Machine.

The Employers will supply all safety equipment, protective equipment, gloves, and tools necessary for working in epoxy and polyesters.

Employers agree to work with epoxy in strict accordance with manufacturer's written instructions and local health regulations. The Union shall reserve the right to remove all employees from any epoxy job where the above is not adhered to strictly. This shall include the rights to notify the city and state health departments of flagrant violations of health hazards.

Accident and injury free operation shall be the goal of all Employers and Employees. To this end the Employer and Employee will to the best of their ability abide by and live up to the requirements of the state and Federal Construction Safety Codes and Regulations.

ARTICLE XI WAGE INFORMATION

All members of Local #18MO shall be paid at least once a week. Friday shall be payday and that pay shall include all time up to the previous Tuesday night. Pay shall be in lawful money of the United States. They shall be paid not later than 4:30 pm on local work. Employee wage payment will show amount of gross pay and itemized deductions, together with 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 funds and/or the Union office by the Employer.

If the Employer elects to mail the pay and should any employee not receive his/her pay at his/her

residence on the Friday payday, the employer will be charged "waiting time". The limit is to be two (2) days pay which will begin at 8:00 am and end at 4:30 pm on Saturday and Sunday. No claim will be allowed if the postmark on the letter containing the pay is Thursday PM before payday. If however, the employee is required to pick up his/her check from the shop on Saturday he/she will be paid an additional two (2) hours pay at base pay.

ARTICLE XII HOURLY WORK RULES

Employee shall be paid a minimum of 2 hours show up pay and then the exact time worked that day.

Any employee who reports ready to start work when ordered by the Employer and is not allowed to start, shall be paid for two (2) hours working time, unless the failure to start is due to conditions beyond the control of the Employer. In the latter event, however, the Employer shall reimburse the employee for traveling expenses, if any.

ARTICLE XIII GRIEVANCE AND ARBITRATION

Joint Arbitration Board – This Joint Arbitration Board shall be composed of six (6) members. Three (3) are to be Employers; signers of this agreement, and three (3) are to be members appointed by the Director of the BAC/ADC of Eastern Missouri. The Employer members shall be elected by the Employers. Any decisions made by a majority vote of this committee shall be binding upon parties' signatory to this agreement.

Grievance Procedures – No grievance shall be recognized unless it is called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) days after the alleged violations is committed or discovered.

Step 1: The employee and the Employer try to settle the grievance. This attempt to settle shall be done within five (5) days excluding Saturday, Sunday and legal holidays.

Step 2: If step one does not settle the grievance, it shall be referred to the Director of the BAC/ADC of Eastern Missouri or his designee. The Director or his Designee shall then meet with the Employer and the employee and attempt to settle the grievance. They shall meet within three (3) days excluding Saturday, Sunday and legal holidays.

Step 3: If step two does not settle the grievance it shall be referred to the Joint Arbitration Board within three days excluding Saturday, Sunday and legal holidays. The Joint Arbitration Board shall have five (5) days to reach a decision excluding Saturday, Sunday and legal holidays.

Step 4: If a decision is not reached the Joint Arbitration Board shall select an impartial arbitrator to review with the Board all evidence submitted relating to the grievance and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an arbitrator the matter is then referred to the American Arbitration Association.

All expenses incurred by a special arbitration shall be borne jointly by both parties to this Agreement: (Union and Employer). Any decision reached during the grievance procedures shall be final and binding on all parties but shall not be precedent setting.

ARTICLE XIV
UNION RIGHTS

No member of the Union shall be discharged for inquiring about the union status of the workers working on any job, nor shall the Business Agent be interfered with when visiting any building under construction.

ARTICLE XV
QUALITY OF WORK

It is further agreed and understood that any workman holding a card in Union Local #18MO mentioned heretofore is a mechanic skilled in the installation of Terrazzo and Seamless Epoxy Resin flooring work and that a reasonable production shall be expected. Floor Machine Operators shall see that the floor is properly finished and is grouted in the same day and is rubbed according to international code.

ARTICLE XVI
APPRENTICESHIP

All applications for apprentices must be referred to the Arbitration Board and they shall decide as to the Contractor's ability to teach the prospective apprentices the trade. The minimum scale of wages to be paid apprentices shall be as follows:

1 st three months	50% of mechanics wages per hour
2 nd three months	55% of mechanics wages per hour
7 th month thru 12 th month	60% of mechanics wages per hour
13 th month thru 24 th month	70% of mechanics wages per hour
25 th month thru 36 th month	80% of mechanics wages per hour
37 th month thru 48 th month	90% of mechanics wages per hour

Finisher (grinder) pay shall increase at the same percentage as the mechanics using the Finishers wages.

Improvers shall be paid 85% of Mechanics wages per hour the first year and 90% the second year.

All new employees will pay all dues pursuant to this Agreement.

ARTICLE XVII
SEVERABILITY

This Agreement shall be paramount to and take precedence over any code, rule, regulation, resolution, order or by-law whatsoever, excepting the laws of the United States, State of Missouri, City of St. Louis, BAC and the National Terrazzo & Mosaic Association, Inc. And the

Arbitration Board shall determine its interpretations. Any provisions of this agreement that may be found to be unlawful shall immediately be discounted without in any way affecting the remaining provisions.

ARTICLE XVIII
SURETY BOND OR LETTER OF CREDIT

Any new contractor becoming a party to this Agreement after its effective date agrees that he/she will furnish the Union either with a bond, in which the employer is the principal and a qualified surety company is the surety, or a letter of credit from a bank guaranteeing the payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond or letter of credit. The amount of such bond or letter of credit shall be determined in advance at the sole discretion of the Union commensurate with the amount of the employers anticipated payroll for employees, but in no case shall the amount of the bond or letter of credit be for less than \$10,000 and shall be secured and maintained for a period of one year. Any contractor failing to pay wages or fringe benefits at the proper time provided herein will secure and maintain such a surety bond or letter of credit.

ARTICLE XIX
WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCE

Section 1 Unemployment Compensation Insurance: By the execution of this Agreement, the Employer hereby agrees that he/she shall be covered under the laws of the State of Missouri relating to unemployment compensation insurance and the Employer shall provide coverage for all employees covered by this Agreement.

Section 2 Workers Compensation Insurance: All employees employed by an Employer under this Agreement are to be protected by Workmen's Compensation Insurance as required under the laws of the State in which said employees are employed. The Employer shall furnish to Local 18 MO a certificate from the Insurance Company stating that such insurance has been provided. This certificate shall specify the date when such Compensation Insurance expires. The Employer agrees that such Compensation Insurance shall be maintained by him/her throughout the life of this Agreement.

Before any work is undertaken by employees, the above-mentioned certificate must be on file with Local 18 MO prior to starting of the work.

The policies are not cancelable or subject to reduction in coverage until ten (10) days after receipt by the insured and the Union of written notice as evidenced by return receipt.

Section 3 Uniformity of Operation: Any Employer operating in this jurisdiction shall work as provided in this Agreement, and under which all other Employers, parties hereto, now operate within this jurisdiction.

ARTICLE XX
UNION CONDITIONS

An Employer who attempts to reduce wages by inducing an employee to work for less than minimum wages set out in this Agreement shall be deemed guilty of a material breach of this Agreement and the Union shall be free to take whatever action is necessary to remedy said breach, including the right to strike.

ARTICLE XXI
SUBCONTRACTING

Section 1: The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement. Provided, however, that when an Employer is required by the owner or general contractor to have work covered by this Agreement performed by a nonmember of the bargaining unit for purposes of compliance with warranties and/or certifications, all terms and conditions of this Agreement (including union security) shall apply to that individual. The Employer shall be liable for all payments to and on behalf of that individual in the event that the required payments are not made.

Section 2: All charges of violation of this article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

ARTICLE XXII
TRAVELING CONTRACTORS

When the Employer has any work specified in Article III of this Agreement to be performed outside the area covered by this Agreement and within the area covered by an agreement with another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the job site area. Employees covered by this Agreement who are sent to projects outside the area covered by this Agreement shall be paid at least the established minimum wage scale specified but in no case less than the established minimum wage scale of the Local Agreement covering territory in which work is being performed plus all contributions specified in the job site local Agreement. The Employer shall in all other matters be governed by the provisions established in the job site local Agreement. Where there is no local Agreement covering the work specified in Article III of this Agreement, the full terms and conditions of this Agreement shall apply.

ARTICLE XXIII
WORKING CONTRACTOR

Any Contractor wishing to use the tools of the trade, must first clear through the Business Agent for permission to do so, and must have at least one other member of this Union in his/her employment. Any Contractor violating this article shall be fined fifty dollars (\$50.00) dollars for

each violation. Only one officer in a company or corporation will be allowed to use the tools.

ARTICLE XXIV
MOST FAVORED NATION CLAUSE

The Union agrees that if it should enter into an Agreement, which provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the Terrazzo and Mosaic market or certain geographic areas, those terms and conditions of employment will be made available to the employer on the specific projects, particular segments of the market or in those geographic areas covered.

ARTICLE XXV
SAFETY

Accident and injury free operation shall be the goal of all Employers and employees. To this end the Employers and employees will, to the best of their ability, abide by and live up to the requirements of the State and Federal Construction Safety Codes and Regulations.

ARTICLE XXVI
HIRING PREFERENCES

Subject to the policies regarding traveling members established from time to time by the International Union of Bricklayers and Allied Craftworkers, the Employer, when engaged in any construction work within the geographic area covered by this Agreement, shall in hiring employees covered by this Agreement, give preference to persons residing or normally employed in the geographic area covered by this Agreement. Layoffs shall be in reverse order of hire, except where it is necessary to retain employees with certain skills in order to complete the project.

Out of town Contractors shall be permitted to bring in one (1) Terrazzo Worker (Mechanic) and one (1) Terrazzo Finisher while working within the jurisdiction of the Union covered by this Agreement. If Local 18 MO has no members available for the job then the out of town Contractor may bring in employees from his/her home local.

ARTICLE XXVII
PRESERVATION OF WORK

Section 1 – In order to protect and preserve for the employees covered by this Agreement, all work heretofore performed by them and in order to prevent any device or subterfuge to avoid protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement at the site of a construction project under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2 – All charges of violations of section 1 of this article shall be considered as a dispute under this agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XIII of this Agreement. As a remedy for violations of this Section the arbitrator (or arbitration body) provided for in Article XIII is empowered, at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants and (2) pay into the affected joint trust funds established under this agreement any delinquent contributions of such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this section; nor does it make the same or other remedies available to the Union for violations of other sections or articles of this Agreement.

ARTICLE XXVIII
DRUG TESTING

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 or by a project owner or in any reasonable manner for the purpose of promoting safety in the following circumstances; When there is reasonable cause to believe that an employee has used or is under the influence of such substances during working hours, when an employee has been involved in an accident involving personal injury or property damage on the job, or at random providing that an Employer may not require random testing of any one employee more than twice in any calendar year. Positive test results indicating the presence of non-prescribed marijuana, cocaine, opiates, amphetamines or phencyclidine in any quantity or blood alcohol of 10/100th of one percent or more by weight or failure to submit to the drug and alcohol screen test may result in disciplinary action up to and including dismissal.

In order to enforce this policy it may be necessary to require appropriate biological specimens from both job applicants and/or current employees. When this activity is required, all testing will be conducted by a company approved medical testing laboratory that has been licensed by the state. The company will bear all cost for drug and alcohol testing of employees. If an employee's test results show positive results, all retesting costs are to be paid by the employee.

ARTICLE XXIX
PREVAILING WAGE REPORTING

The Employer agrees to provide the Union with a prevailing wage report once a month. The report will be on a form acceptable to the parties and shall include the county of the job location, number of employees who worked on the job and the total number of hours worked on the job for that month.

ARTICLE XXX
SIGNATURE PAGE

If both parties are satisfied this Agreement shall continue in force with all rules and regulations up to the time that a party will notify the other party in writing according the Article I and XXV.

Passed and approved this _____ day of June, 2018 by the Employer and Local Union #18 of the Eastern Missouri Administrative District Council.

<u>UNION</u>		<u>EMPLOYER</u>	
Name	Date	Name	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Company: _____

Signature and Title: _____

Company Address: _____

Telephone: _____

Date: _____

5/10/2020

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Amendment to the Collective Bargaining Agreement by and between the undersigned employer ("Employer") and the International Union of Bricklayers and Allied Craftworkers Local #18 of Eastern Missouri District Council, AFL-CIO (the "Union") is entered into and effective this _____ day of May, 2020.

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement effective from July 1, 2018 through June 30, 2023 ("Collective Bargaining Agreement").

WHEREAS, the Union and the Employer wish to amend the terms and conditions of employment applicable to apprentices.

NOW THEREFORE, the parties agree as follows:

1. Article XVI is deleted in its entirety and replaced with the following:

ARTICLE XVI APPRENTICESHIP

Section 1 Terms Applicable to All Apprentices: All applications for apprentices must be referred to the Arbitration Board and they shall decide as to the Contractor's ability to teach the prospective apprentices the trade. The Employer shall pay all fringe benefits on behalf of each apprentice while attending school. The Employer shall also pay each apprentice \$50.00 for each day spent attending school. Apprentices are indentured to his or her Employer. The maximum ratio of apprentices to journeymen is three apprentices for every journeyman. All new employees will pay all dues pursuant to this Agreement.

Section 2 Terrazzo Worker (Mechanic) Apprentices: Terrazzo Worker (Mechanic) apprentices shall attend a three year apprentice program. Apprentices shall attend school 20 days per year, consisting of four separate sessions of five consecutive days. Classes shall be held from 7:00 a.m. to 3:30 p.m. The minimum scale of wages paid to Terrazzo Worker (Mechanic) apprentices shall be as follows:

- 1st three months 50% of mechanics wages per hour
- 2nd three months 55% of mechanics wages per hour
- 7th month thru 12th month 65% of mechanics wages per hour
- 13th month thru 18th month 70% of mechanics wages per hour
- 19th month thru 24th month 75% of mechanics wages per hour
- 25th month thru 30th month 85% of mechanics wages per hour
- 31st month thru 36th month 90% of mechanics wages per hour

Section 3 Terrazzo Finisher (Grinder) Apprentices: Terrazzo Finisher (Grinder) apprentices shall attend a 1½ year apprentice program. Apprentices shall attend school 20 days during the first year and 10 days during the last six months. During the first year, classes shall consist of four separate sessions of five consecutive days. During the last six months, classes shall consist of two separate sessions of five consecutive days. Classes shall be held from 7:00 a.m. to 3:30 p.m. The minimum scale of wages paid to Terrazzo Finisher (Grinder) apprentices shall be as follows:

- 1st three months 50% of finishers wages per hour
- 2nd three months 60% of finishers wages per hour
- 7th month thru 10th month 70% of finishers wages per hour
- 11th month thru 14th month 80% of finishers wages per hour
- 15th month thru 18th month 90% of finishers wages per hour

Section 4 Improvers: Improvers shall be paid 85% of Mechanics wages per hour the first year and 95% the second year.

Section 4 Contribution Rate: The Employer shall contribute the amount of \$ per hour for each hour worked by each employee covered by this agreement (including apprentices) into the Tile & Marble Apprenticeship Fund of Eastern Missouri.

Signed this _____ day of May, 2020

International Union of Bricklayers
and Allied Craftworkers Local #18
of Eastern Missouri District Council,
AFL-CIO

Employer

By: _____

Company Name: _____

Signature/Title: _____

**Addendum for Residential Marble & Granite
Top Installers, BAC Local 18 MO**

This addendum to the July 1, 2019 through July 1, 2025 Collective Bargaining Agreement ("Master Agreement") between Bricklayers and Allied Craftworkers International Union of America, Tile and Marble Setters and Finishers, Local 18 of the Eastern Missouri Administrative District Council (the "Union") and the Tile and Marble Contractors Association of St. Louis and Vicinity (the "Employer") sets forth the wage fringe benefit rates for employees installing marble and granite tops at residential projects. In all other respects, the terms and conditions of the Master Agreement apply. Any party becoming signatory to this Addendum shall be bound to the full terms and conditions of the Master Agreement. The parties agree as follows:

A. This addendum shall govern the installation of marble and granite tops on residential projects (as defined in Article III, Section 2, A & B) within the territorial jurisdiction of Local 18.

B. Residential projects are defined for the purpose of this Addendum as a single building or structure in which a person or persons reside, such as a single family home, tract housing, duplex, townhouse, condominium, or apartment building of three (3) stories or less.

C. Employees performing work pursuant to this Addendum shall be paid according to the wage and fringe benefit schedule attached hereto, except as provided in Section F below. All work, other than that described in Sections A and B of this Addendum, falling within the jurisdiction of the Union, as defined in the Master Agreement, and Branch of the Trade, Code 1 of the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers, including all other work at residential projects and all work at other projects, shall be paid at the rates set forth in the Master Agreement.

D. The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all employees performing the above-referenced work, on all present and future job sites within the jurisdiction of the Union, per section 9(a) of the National Labor Relations Act. Further, the Employer agrees that it will assign all such work exclusively to employees represented by the Union and will not initiate or participate in any NLRB proceeding related to such work assignment, and expressly waives any right it may have to do so.

E. The preceding provisions notwithstanding, this Addendum may govern any other assignments mutually agreed upon in writing between the Employer and the Union.

F. Employees who have been installing marble and granite top for contractors signatory to this Addendum or the Master Agreement on residential projects prior to October 24, 2007 shall be paid Tile Setters (for Leads) wages and benefits, or Finishers wages and benefits.

The Employer agrees not to terminate, demote, or layoff these grandfathered employees with the intent of replacing them with employees earning lower wages.

G. Except to the extent that terms of the Master Agreement are explicitly modified by this Addendum, all conditions of the Master Agreement shall govern all work performed pursuant to this Addendum.

H. Drive Time. When Residential Helpers are passengers in a Contractor-owned vehicle that is commuting to and from job site(s), and their time is being calculated from departure and return arrival to the shop, the Contractor can deduct a half hour from that day's hours worked.

I. Local #18 Missouri Wage and Benefit Schedule for Residential Top Installers/Helpers

(a) Effective July 3, 2019, \$.85 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.

(b) Effective July 1, 2020 - \$.85 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.

(c) Effective July 7, 2021 - \$.85 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.

(d) Effective July 6, 2022 - \$.85 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.

(e) Effective July 5, 2023 - \$.85 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.

(f) Effective July 3, 2024 - \$.85 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.

This agreement is effective as of the 3rd day of July, 2019 and replaces the Addendum which was effective the 1st day of July, 2014.

For the Union:

_____ Date _____

Brian Jennewein

Director

**Bricklayers and Allied Craftworkers International Union of America,
Eastern Missouri Administrative District Council**

For the Employer:

_____ Date _____

Name of Company _____

Signature and Title _____

Company Address _____

Telephone _____

Date _____