

AREA FLOORING  
CONTRACTORS  
CARPET, LINOLEUM,  
HARDWOOD AND TILE

*and*

CARPET, LINOLEUM,  
HARDWOOD, AND TILE  
LAYERS' LOCAL UNION  
1310 AFFILIATED WITH  
THE CARPENTERS'  
DISTRICT COUNCIL  
OF GREATER ST. LOUIS

2011-2014

COLLECTIVE BARGAINING AGREEMENT  
MAY 4, 2011 - APRIL 30, 2014

2007-2011

## INDEX

A & B Stamp Increase	Article 4 Page 17
Apprentices	Article 4 Page 13
Area	Article 5 Page 32
Delinquency Penalties	Article 4 Page 21
Drug and Alcohol Testing	Article 1 Page 4
Employee Responsibility	Article 5 Page 28
Equipment and Supplies Responsibility	Article 5 Page 31
E-Stamp Plan	Article 4 Page 15
Flexible Starting Time	Article 5 Page 25
Flooring Industry Advancement Foundation	Article 4 Page 19
Foreman	Article 5 Page 34
Four 10 Hour Days	Article 5 Page 26
Good Workmanship	Article 5 Page 30
Health and Welfare Trust Fund	Article 4 Page 16
Hiring of Other Trades	Article 5 Page 34
Holidays	Article 5 Page 26
Increased Productivity	Article 5 Page 30
Legal Compliance	Article 7 Page 38
Limited Work Capacity	Article 5 Page 35
Make Up Day	Article 5 Page 25
Management Rights	Article 10 Page 43
Memorandum of Understanding	Article 8 Page 39
Most Favored Nations	Article 11 Page 45
Mutual Cooperation	Article 8 Page 39
Nondiscrimination	Article 1 Page 3
Occupied Residential and Occupied Non-Residential	Article 5 Page 27
Out of Area	Article 5 Page 33

Pay Day	Article 4 Page 23
Pension Fund	Article 4 Page 17
Productivity	Article 5 Page 35
Projects That Cannot be Performed During the Regular Workday	Article 5 Page 28
Referral System	Article 9 Page 39
Right to Hire	Article 1 Page 2
Safety Training	Article 1 Page 7
Scope of Work	Article 2 Page 8
Show Up Time	Article 5 Page 28
Statement of Support for the Guard & Reserve	Article 4 Page 24
Stewards	Article 5 Page 35
Strikes - Lockouts	Article 6 Page 36
Supplemental Dues Check Off	Article 4 Page 20
Surety Bond	Article 4 Page 22
Term of Agreement	Article 12 Page 45
Tools and Supplies	Article 5 Page 31
Training Trust Fund	Article 4 Page 20
Traveling Mechanic Rule	Article 5 Page 34
Unemployment Insurance Taxes	Article 4 Page 23
Uniform Requirement	Article 5 Page 32
Union Recognition	Article 1 Page 1
Union Security	Article 3 Page 10
Vacation & Holiday Fund	Article 4 Page 16
Wage Information	Article 4 Page 23
Wage & Fringes	Article 4 Page 11
Work Day	Article 5 Page 25
Work Preservation	Article 1 Page 5
Workmen's Compensation	Article 4 Page 23

## Articles of Agreement

THIS AGREEMENT, entered into by and between THE FLOORING INDUSTRY COUNCIL acting as negotiation agent for an 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 CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS and Vicinity (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. A person, firm or corporation signatory to this Agreement shall not contract or subcontract or otherwise transfer in whole or in part, any of the work covered by this Agreement to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, unless the person, firm or corporation to whom the work is transferred has a current collective bargaining agreement in effect with the Union and is in compliance with all of the terms and conditions contained therein.
2. Should any person, firm or corporation signatory to this Agreement desire to engage in any activity covered in paragraph 1 of this Article 1, they shall first consult with and obtain permission from the Union.
3. A person, firm or corporation signatory to this Agreement which engages in any activity covered by this Article 1, shall be jointly and severally liable with the recipient of the work for all payments required to be made under any of the provisions of this Agreement arising out of and during the performance of the work.

4. 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.
5. 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.
6. 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.

## 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 Carpenters District Council of Greater St. Louis and Vicinity for Journeyman Floor Layers.

After successful completion of eight (8) credit hours of skills training per year, a "Journeyman Certificate" shall be issued in conjunction with full Journeyman status. A certificate for each succeeding year may be issued, providing annual training requirements have been met. All Journeymen must successfully complete the required hours by May 1<sup>st</sup> of each year. A list of those completing the hours will be furnished by the Union to Employer on an annual basis.

Employers may give consideration to INSTALL Certification primarily, then secondarily, to Journeyman upgrade certification as a condition of employment.

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 Carpenters' District Council of Greater St. Louis and Vicinity.

2. This Agreement pertains to the complete preparation, installation, finishing, fabricating or prefabricating of tile, marble, and terrazzo work, slabbing or installing of all classes of tile, marble and terrazzo, 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 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.

#### ARTICLE 4

##### Wages and Fringes

All journeymen employed to perform work on all jobs specified in Article 2 shall receive the following hourly wage rate:

##### May 4, 2011

<u>WAGES</u>	<u>HEALTH &amp; WELFARE</u>	<u>PENSION</u>	<u>FIAF</u>	<u>FJTF</u>	<u>NF&amp;WC</u>	<u>TOTAL</u>
\$29.08*	\$6.30	\$6.25	\$.20	\$.40	\$.02	\$42.25

\* Includes One dollar (\$1.00) per hour Vacation & Holiday payment in stamps in lieu of cash, plus eighty-seven cents (\$.87) per hour supplemental dues check-off and twenty - five cents (\$.25) per hour Market Recovery Fund.

Overtime Rate: \$43.12 ( $\$28.08 \times 1.5$ )  
(Calculated at \$28.08 base rate x 1.5 plus \$1.00 vacation.)  
\$43.12

**Effective May 1, 2012** \$1.00 per hour increase in compensation to be allocated between wages and the funds provided for in Articles 4 of this Agreement, allocated at the sole discretion of the Union.

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.

**Effective May 1, 2013** \$1.00 per hour increase in compensation to be allocated between wages and the funds provided for in Articles 4 of this Agreement, allocated at the sole discretion of the Union.

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.

**Contract Expires: April 30, 2014**

Apprentice Rates

<u>TERM</u>	<u>WAGES</u>	<u>H &amp; W</u>	<u>FJTF</u>	<u>FIAF</u>	<u>NF&amp;WC</u>	<u>TOTAL</u>
1 <sup>st</sup> 45%	\$13.09**	\$2.50	\$.40	\$.20	\$.02	\$16.21
2 <sup>nd</sup> 48%	\$13.96**	\$2.50	\$.40	\$.20	\$.02	\$17.08

\*\*INCLUDES: forty-two cents (\$.42) per hour supplemental dues to be deducted from net pay

**EMPLOYER CONTRIBUTIONS:** Two dollars and fifty cents (\$2.50) per hour to Carpenters' Health & Welfare AND forty cents (\$.40) per hour to FJTF Fund; AND twenty cents (\$.20)

per hour contribution to FIAF Fund AND two cents (\$.02) per hour contribution to NF&WC Fund - "A" BENEFIT, (\$3.12 total)

<u>TERM</u>	<u>WAGES</u>	<u>H &amp; W</u>	<u>FJTF</u>	<u>FIAF</u>	<u>NF&amp;WC</u>	<u>TOTAL</u>
3 <sup>rd</sup> 51%	\$14.83***	\$3.00	\$.40	\$.20	\$.02	\$18.45
4 <sup>th</sup> 53%	\$15.41***	\$3.00	\$.40	\$.20	\$.02	\$19.03

\*\*\*INCLUDES: Forty-six cents (\$.46) per hour supplemental dues to be deducted from net pay

EMPLOYER CONTRIBUTIONS: Three dollars (\$3.00) per hour to Carpenters' Health & Welfare AND forty cents (\$.40) per hour to FJTF Fund; AND twenty cents (\$.20) per hour contribution to FIAF Fund AND two cents (\$.02) per hour contribution to NF&WC Fund - "B" BENEFIT. (\$3.62 total)

<u>TERM</u>	<u>WAGES</u>	<u>H &amp; W</u>	<u>PENSION</u>	<u>FJTF</u>	<u>FIAF</u>	<u>NF&amp;WC</u>	<u>TOTAL</u>
5 <sup>th</sup> 60%	\$17.45****	\$6.30	\$6.25	\$.40	\$.20	\$.02	\$30.62
6 <sup>th</sup> 65%	\$18.90****	\$6.30	\$6.25	\$.40	\$.20	\$.02	\$32.07
7 <sup>th</sup> 70%	\$20.36****	\$6.30	\$6.25	\$.40	\$.20	\$.02	\$33.53
8 <sup>th</sup> 85%	\$24.72****	\$6.30	\$6.25	\$.40	\$.20	\$.02	\$37.89

\*\*\*\*Wage includes one dollar (\$1.00) per vacation estamp in lieu of cash; eighty-seven cents (\$.87) per hour supplemental dues check-off and twenty - five cents (\$.25) per hour Market Recovery Fund

### 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) Apprentices may be employed on the following basis: One apprentice to the first steady journeyman employed; and one additional apprentice to the next three steady journeymen employed; that is to say, one apprentice for one journeyman; two apprentices for four journeymen; three apprentices for seven journeymen, etc.
- 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

Employers obligated for Vacation, Welfare and Pension contributions shall pay these benefits pursuant to the "Estamp" program established and administered by the Carpenters' Vacation Trust Fund of St. Louis. Employers shall furnish, at the time of purchase, such hours reports and other information as is required by the Estamp program to enable contributions to be credited electronically to employees' accounts, and shall abide by such rules and regulations as may now or hereafter be established for operation of the Estamp program.

Payment of Vacation and Holiday, Welfare and Pension contributions, plus any related association fees, will be made by electronic purchase of fringe benefit Estamp hours through the Estamp Program. One (1) Estamp hour, also referred to as an Estamp, shall be equivalent to one (1) regular hour worked or one (1) overtime hour worked by the employee. The price of each Estamp hour shall be equal to the sum of the hourly contribution rates established in this Agreement for Vacation and Holiday, Welfare and Pension contributions due on behalf of a covered employee, plus any association fees collected in accordance with this Agreement. The employee shall be entitled to one (1) Estamp hour for each full regular hour worked. Should the total number of Estamp hours worked by the employee during a pay week include a fractional amount and the fraction is more than one-half (1/2) hour, then the employee shall be entitled to one (1) Estamp hour for the fraction. If the fraction is one-half (1/2) hour or less, no Estamp hour shall be paid for the fraction. One (1) Estamp Receipt shall represent the total number of Estamp hours earned by the Employee and paid for by the Employer during a pay week. 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 fund. 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 due on account of hours worked during each pay week shall be purchased in the Estamp program, with accompanying reports, not later than the Employer's payday for that pay week.

#### Vacation & Holiday Fund

The per hour wage rate for Carpenters will include vacation and holiday payment of one dollar (\$1.00) per hour to be paid under the Estamp Plan as outlined in Section 4.03. This does not apply to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> term apprentices.

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.

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

Effective May 4, 2011, in addition to the per hour wage rate the Employer will contribute six dollars and thirty cents (\$6.30) per hour for each actual hour worked by each employee covered by this Agreement to the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS.

This contribution amount does not apply to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> term apprentices. For 1<sup>st</sup> and 2<sup>nd</sup> term apprentices, the Employer shall make a two dollar and fifty cents (\$2.50) contribution; for 3<sup>rd</sup> and 4<sup>th</sup> term apprentices, the Employer will make a three dollar (\$3.00) contribution.

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.

When an employee works overtime, he shall receive an additional Estamp equivalent to the Health and Welfare portion of the Estamp for each overtime hour worked or major fraction thereof as explained above, not a double Health and Welfare payment (as of May 4, 2011, \$6.30 per hour).

#### A & B Stamp Increase

The A & B stamp contribution rate will increase in accordance with the Health and Welfare Trust Fund contribution rates thru the duration of the Agreement.

#### Pension Fund

Effective May 4, 2011, in addition to the per hour wage rate and contribution to the Welfare Fund, the Employer shall contribute six dollars and twenty-five cents (\$6.25) per hour for each actual hour worked to the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS. A Pension contribution shall not be made on hours worked by 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> term apprentices.

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

When an employee works overtime he shall receive an additional Estamp equivalent to the pension portion of the Estamp for each overtime hour worked or major fraction thereof as explained in Article 4.

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 said 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 said 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 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 Carpenters' Pension Trust Fund of St. Louis 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 pension 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 4, 2011, 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 will contribute forty cents (\$.40) per hour for each actual hour worked by each employee covered by this Agreement to the Carpet, Linoleum, Hardwood, and Resilient Tile Layers Local Union 1310 Joint Training Fund. The forty cents (\$.40) contribution will be used for floor layer training. The per hour contribution to the Carpet, Linoleum, Hardwood, and Resilient Tile Layers Local Union 1310 Joint Training Fund may be increased as a result of the Union's allocation of the compensation increases provided for in this Article.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Foundation.

Primary purposes of the Foundation, as set forth in the Trust Agreement, dated September 17, 1963, shall include apprenticeship training, advanced training and education, safety education and other educational informational programs for employees and industry betterment.

### 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 the Employer fails to make prompt and timely reports or payment of contributions due for all hours worked to the respective Funds contained herein, the Union, following seventy-two (72) hours' written notice to such delinquent Employer and to the Association, may order cessation of all covered work of Employer on all jobs of Employer until such reports are made and all contributions, costs, fees, interest and liquidated damages due, as hereafter provided, are paid in full. In addition thereto, it is agreed that said contributions due constitute a debt owed by the Employer to the Trustees of the respective Funds, and that in addition to all other remedies on account thereof, the Union or the Trustees may refer collection to an attorney and may file suit to collect such delinquent payments. In the event of such referral and/or suit, the Employer agrees to pay, in addition to the amount of such debt due, all the costs of such collection action including, but not limited to, attorneys' fees incurred whether or not suit is filed and all court costs incurred if suit is filed. In addition to these costs, and in recognition of the additional administrative expenses incurred in the handling of delinquent contributions each Employer shall pay as liquidated damages an additional sum of twenty percent (20%) of the amount of delinquent payments due.

The principal amount due together with liquidated damages shall bear interest at the rate of 10% per annum from the time that they were due and payable. The parties agree to this determination of the liquidated damage amount as a fair and accurate estimate of additional administrative expenses, separate and apart from, and in addition to, the attorneys' fees and court costs above described, the actual amount of said additional administrative expenses being difficult if not impossible to ascertain. It shall be the duty of each Employer to provide weekly electronic reports to the Benefit Plan Office.

The Employer agrees to maintain and make available to the Trustees, upon the request of the Trustees, for inspection and verification, all relevant payroll records covering employees. The Trustees may direct that an audit be conducted on all relevant employee records by a Certified Public Accountant selected by the Trustees in order to determine the accuracy of Employer payments. Such inspections and audits may not be required of any individual Employer more often than once every three years unless the Trustees have reasonable cause to believe that the Employer has not made proper and timely reports or contributions as required herein. If upon the completion of this examination, such accountant finds the Employer has underpaid by as much as ten percent (10%) of the amounts due, then the charges of the accountant for his service, as well as the shortages, shall be paid by the Employer. If the Employer refuses to pay the amount determined to be due and owing by the Trustees' appointed accountant, or refuses to permit examination of his records by this accountant, then the Employer, if found delinquent, shall be liable also for attorneys' fees, court costs, and liquidated damages as described in the preceding paragraph. 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.

At least 10 days prior written notice of audit shall be given to Employer, and such audit shall be made during regular business hours and at Employer's offices.

#### 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' District 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 of Article 1 for their Employer in equipment furnished by the Employer or in their own vehicle shall receive straight pay while so doing.
- b) 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.
- c) 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).
- d) No employee shall be penalized for his reasonable refusal to work out of the area.

- e) 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 the St. Louis Carpenters' District 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 Carpenters' District Council of Greater St. Louis and Vicinity.

#### 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.

### Limited Work Capacity

Employees covered by this Agreement who are unable to perform their work within a reasonable time and in a satisfactory manner because of physical handicap, limited ability or any other cause as recognized and agreed by the Employer and the employee, shall receive wages fixed by agreement between the

Employer and the employee, and which agreement shall be supported by written acknowledgment by the Union.

This agreement of limited work capacity may be terminated at any time by the Employer, employee, or the Union.

## 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, nor 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.D.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 4th day of May, 2011 and will remain in effect until April 30, 2014 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 4, 2011 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:**

**UNION:**

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

CARPENTERS' DISTRICT  
COUNCIL OF GREATER  
ST. LOUIS AND ITS AFFILIATED  
LOCAL UNION NO. 1310

BY Mr. Michael Auld  
Signature President 8/2/11

BY Terry Nelson  
TERRY NELSON  
Executive Secretary-Treasurer

EMPLOYER: \_\_\_\_\_

BY \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Dated: \_\_\_\_\_