

4632

COLLECTIVE BARGAINING AGREEMENT
MAY 2, 2007 - APRIL 30, 2011

2007-2011

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

and

AREA FLOORING
CONTRACTORS
CARPET, LINOLEUM,
HARDWOOD AND TILE

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ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into by and between

(Official name of contractor)

And the CARPET, LINOLEUM, HARDWOOD AND
TILE LAYERS' LOCAL UNION 1310, affiliated
with the CARPENTERS' DISTRICT COUNCIL
OF GREATER ST. LOUIS and
Vicinity

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 22 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 22, regardless of state or geographic boundaries, including but not limited to the following counties in Missouri and Illinois:

Missouri: Audrain, Bollinger, Butler, Cape Girardeau, Carter, Clark, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Lewis, Lincoln, Madison, Maries, Marion, Mississippi, Montgomery, New Madrid, Oregon, Pemiscot, Perry, Phelps, Pike,

Pulaski, Ralls, Reynolds, Ripley, St. Charles, Ste. Genevieve, St. Francois, St. Louis City, St. Louis County, Scotland, Scott, Shannon, 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

ARTICLE 2 UNION SECURITY

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall make application to and become a member of the Union on the eighth day following the beginning of their employment, and that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union. The failure of any persons to make application to and become a member of the Union within said period of time shall obligate the Employer upon written notice from the Union to such effect and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing by his failure to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

For purposes of this Article 2, compliance with the requirement of "membership in good standing" and compliance with the obligation to pay the initiation fee (if applicable) and dues (including working dues) requires only that the employee pay the percentage of the initiation

fee (if applicable) and dues (including working dues) which is equal to the percentage of the Union's expenditures used for the Union's properly chargeable representational activities. Compliance with the uniform financial obligation set forth in this paragraph shall constitute compliance with the employee's union security obligations under this Article.

ARTICLE 3 WAGE SCHEDULE

All journeymen employed to perform work on all jobs specified in Article 22 shall receive the following hourly wage rate

May 2, 2007	HEALTH & WELFARE	PENSION	FIAF.	FJTF	NF&WC	TOTAL
\$27.68*	\$5.30	\$4.00	\$.15	\$.35	.02	\$37.50

* Includes One dollar (\$1.00) per hour Vacation & Holiday payment in stamps in lieu of cash, plus \$.69 per hour supplemental dues check-off (2 1/2%) and twenty cents (.20) per hour Market Recovery Fund

Effective May 7, 2008 \$1.25 per hour increase in compensation to be allocated between wages and the funds provided for in Articles 12 through 17 of this Agreement, allocated at the sole discretion of the Union.

Effective May 6, 2009 \$1.25 per hour increase in compensation to be allocated between wages and the funds provided for in Articles 12 through 17 of this Agreement, allocated at the sole discretion of the Union.

Effective May 5, 2010 \$1.25 per hour increase in compensation to be allocated between wages and the funds provided for in Articles 12 through 17 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 Articles 12, 13, 14, 15, 16 and 17.

Contract Expires: April 30, 2011

APPRENTICE RATES

<u>TERM WAGES</u>	<u>H & W</u>	<u>EITF</u>	<u>FIAF</u>	<u>NF&WC</u>	<u>TOTAL</u>
1 st \$13.29**	\$1.50	\$0.35	\$0.15	\$0.02	\$15.31
2 nd \$14.67**	\$1.50	\$0.35	\$0.15	\$0.02	\$16.69

**INCLUDES: thirty-eight cents (\$.38) per hour supplemental dues to be deducted from net pay

EMPLOYER CONTRIBUTIONS: one dollar and fifty cents (\$1.50) per hour to Carpenters' Health & Welfare AND thirty-five cents (\$.35) per hour to FJTF Fund; AND fifteen cents (\$.15) per hour contribution to FIAF Fund AND two cents (\$.02) per hour contribution to NF&WC Fund - "A" BENEFIT, (\$2.40 total)

<u>TERM WAGES</u>	<u>H & W</u>	<u>EITF</u>	<u>FIAF</u>	<u>NF&WC</u>	<u>TOTAL</u>
3 rd \$16.05***	\$2.00	\$0.35	\$0.15	\$0.02	\$18.57
4 th \$16.33***	\$2.00	\$0.35	\$0.15	\$0.02	\$18.85

***INCLUDES: forty-five cents (\$.45) per hour supplemental dues to be deducted from net pay

EMPLOYER CONTRIBUTIONS: Two dollars (\$2.00) per hour to Carpenters' Health & Welfare AND thirty-five cents (\$.35) per hour to FJTF Fund; AND fifteen cents (\$.15) per hour contribution to FIAF Fund AND two cents (\$.02) per hour contribution to NF&WC Fund - "B" BENEFIT. (\$2.97 total)

<u>TERM WAGES</u>	<u>H & W</u>	<u>PENSION</u>	<u>EITF</u>	<u>FIAF</u>	<u>NF&WC</u>	<u>TOTAL</u>
5 th \$16.61****	\$5.30	\$4.00	\$0.35	\$0.15	\$0.02	\$26.43
6 th \$17.99****	\$5.30	\$4.00	\$0.35	\$0.15	\$0.02	\$27.81
7 th \$19.38****	\$5.30	\$4.00	\$0.35	\$0.15	\$0.02	\$29.20
8 th \$23.53****	\$5.30	\$4.00	\$0.35	\$0.15	\$0.02	\$33.35

****Wage includes one dollar (\$1.00) per vacation estamp in lieu of cash; sixty-nine cents (\$.69) per hour supplemental dues and twenty cents (\$.20) per hour Market Recovery Fund.

ARTICLE 4 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:

Pension. No contributions for pension shall be required unless at the time the apprentice becomes an apprentice he is an active participant in the Carpenters Pension Trust Fund of St. Louis in which event contributions shall be made for pension as otherwise provided in this Agreement.

Health and Welfare. Contributions for Health and Welfare shall be by direct payment at the contractual rate.

Vacation. Payment will be made directly to the apprentice in an amount equal to that percentage of the vacation payment (\$1.00 per hour or such higher amount as may result from the Union's allocation of the compensation increases provided for in Article 3 which corresponds to the apprentice's applicable percentage of the full wage rate (i.e., 40, 45, 50%) during the first eighteen months of the above-described apprenticeship.

Partial Dues Check-off. Partial dues check-off shall be remitted during the above-described first eighteen months of apprenticeship.

Flooring Industry Advancement Foundation. Contributions shall be made at the contractual rate to the Flooring Industry Advancement Foundation during the above-described first eighteen months of apprenticeship.

After the above-described first eighteen months of apprenticeship, payment of vacation, welfare, pension, training, partial dues check-off and Flooring Industry Advancement Foundation will be made at the contractual rates with a single stamp for each hour worked.

ARTICLE 5 REGULAR AND OVERTIME HOURS

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. 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.

All work performed on Sunday and 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. Any Employer who requires any of his employees to work overtime on Saturdays, Sundays and holidays must register the employees' names and addresses of jobs with the Union Office. 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.

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. 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.

ARTICLE 6 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.

ARTICLE 7 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.

ARTICLE 8 FLEXIBLE STARTING TIME

The provisions of Articles 5, 27 and 33, and the other Articles of this Agreement notwithstanding, the Employer

and the Union agree to a flexible starting time of 7:00 a.m. to 8:00 a.m., quitting time of 3:30 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.

ARTICLE 9 SELF-EMPLOYMENT

Mechanics will not accept any employment in the trade at a wage and/or fringe benefit rate any lower than the rate provided by this Agreement. The Union agrees to invoke penalties against its members who make installations as piece workers or as self-employers, and the Employer shall also take appropriate disciplinary action, which may include suspension from work or discharge, against such offending employees. The Employer shall notify the Union of any possible violations occurring under this Article.

ARTICLE 10 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.

ARTICLE 11 STAMPLAN

Except as otherwise specifically provided in this Agreement, payment of vacation, welfare, pension, training, partial dues check-off and Flooring Industry Advancement Foundation Fund will be made with a single stamp. The employee shall receive one (1) stamp for each full hour worked, beginning with the first hour worked and for each hour worked thereafter during the pay period. Should the total number of hours worked be a fractional amount and the fraction exceeds one-half (1/2) hour, then the employee shall receive one (1) stamp for the fraction. If the fraction is one-half (1/2) or less, then no stamp shall be paid for the time less than one-half (1/2) hour. An eight (8) hour stamp will be established in addition to the one (1) hour stamp.

Apprentices with less than 18 months shall not receive stamps but the Employer shall make contributions to all but Pension at the contractual rate for the first 18 months of employment as an apprentice.

ARTICLE 12 PARTIAL 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.

ARTICLE 13 VACATION TRUST FUND

Except as otherwise specifically provided in this Agreement, in addition to the wages described in Articles 3 and 4, the per hour wage rate will include vacation payment of one dollar (\$1.00) per hour or such higher amount as may result from the Union's allocation of the compensation increases provided for in Article 3, to be

paid under the Stamp Plan as outlined in Article 11 to the Carpenters' Vacation and Holiday Fund of Greater St. Louis or its Successor Trust. The reporting, payment and administration of such vacation payment shall be governed by the terms of the Trust Agreement creating the CARPENTERS' VACATION AND HOLIDAY FUND OF GREATER ST. LOUIS, which is hereby incorporated by reference and with which the Employer signatory hereto is bound or by the terms of the Trust Agreement of the Successor Trust to which the Employer, in the event of such Succession, agrees to be bound.

ARTICLE 14 HEALTH AND WELFARE TRUST FUND

In addition to the per hour wage rate, the Employer will contribute five dollars and thirty cents (\$5.30), or such higher amount as may result from the Union's allocation of the compensation increases provided for in Article 3, for each actual hour worked by each employee covered by this Agreement to the LOCAL UNION 1310 HEALTH AND WELFARE TRUST FUND to be paid under the Stamp Plan as outlined in Article 11. The reporting, payment and administration of such contributions shall be governed by the Trust Agreement creating the CARPET, LINOLEUM, HARDWOOD AND RESILIENT TILE LAYERS' LOCAL UNION 1310 HEALTH AND WELFARE TRUST FUND, which is hereby incorporated by reference and with which the Employer signatory hereto is bound.

ARTICLE 15 TRAINING TRUST FUND

In addition to the per hour wage rate, the Employer will contribute thirty-five cents (\$.35) 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 thirty-five cents (\$.35) 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 Article 3.

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.

ARTICLE 16 PENSION TRUST FUND

Except as otherwise specifically provided in this Agreement, in addition to the per hour wage rate, the Employer shall contribute four dollars(\$4.00) per hour for each actual hour worked, or such higher amount as may result from the Union's allocation of the compensation increases provided for in Article 3, to the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS.

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

ARTICLE 17 FLOORING INDUSTRY ADVANCEMENT FOUNDATION

It is the desire and goal of all parties to this Agreement to promote the stable development, continued progress and expanded growth of all segments of the floor laying industry both in the geographical area covered by this

Agreement and throughout the nation. For the foregoing purposes, the parties to this Agreement recognize the establishment by Employers of the Flooring Industry Advancement Foundation. Effective from and after May 1, 1989, Employers signatory to this Agreement shall pay to the Flooring Industry Advancement Foundation the sum of fifteen cents (\$.15) per hour, or such higher amount as may result from the Union's allocation of the compensation increases provided for in Article 3, for each hour worked by employees covered by this Agreement, said sum to be paid as part of the 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.

ARTICLE 18 DELINQUENCIES

In the event the Employer fails to make contributions by providing stamps, the Union or the Trustees shall be free to begin collection, including the conduct of an audit by a Certified Public Accountant, and the filing of suit to collect such delinquent payments. The delinquent Employer hereby agrees to pay all the costs of such collection action including, but not limited to, the costs of the audit/certified accountant and attorneys' fees incurred whether or not suit is filed. The delinquent Employer further agrees to pay all court costs incurred by the Union or the Trustees 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 delinquent Employer shall

pay an additional sum of twenty percent (20%) per annum of delinquent payments due as liquidated damages, but not less than twenty dollars (\$20.00) per month, as liquidated damages for each month of delinquency. The principal amount together with liquidated damages shall bear interest at the prevailing commercial lending rate or legal rate of interest; whichever is higher, from the time that they were due and payable. The parties agree to this determination of the liquidated damages amount as a fair and accurate estimate of additional administrative expenses, separate and apart from the auditors' fees, 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 furnish by the tenth of the following month to the Union and Funds Offices a monthly statement disclosing the full amount of contributions due to the various benefit funds provided for herein in Articles 12, 13, 14, 15, 16 and 17, in accordance with the payroll records of each Employer. The Union or Trustees may, in their sole discretion, direct an audit of Employer records relevant to stamp payments by an accountant selected by the Trustees in order to determine the accuracy of such Employer payments. If, upon the completion of this examination, the accountant finds the Employer is underpaying as much as one percent (1%) of the amounts due, then the charges of the accountant for his services, as well as the shortages, shall be paid for by the Employer. If the Employer refuses to pay the amount determined to be due and owing by the Union or Trustee appointed accountant, or refuses to permit examination of his records by this accountant, then the Employer shall be liable additionally 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 been underpaying by less than one percent (1%) of the amounts due, then the charges of the accountant for his services shall be paid for out of the Funds. The Union following twenty-four (24) hours written notice to such delinquent

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 CARPET, LINOLEUM, HARDWOOD AND TILE LAYERS' LOCAL UNION NO. 1310.

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 23 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 22 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 23, 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 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 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 23 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. 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 23 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.

ARTICLE 24 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause, including but not limited to, dishonesty or beating time and the right to relieve employees from duty because of lack of work, or other reasons, is vested exclusively in the Employer; provided, however, that this shall not be exercised for the purpose of discrimination against any employee due to his Union membership or in any manner contrary to the provisions of this Agreement, including the Referral System provision herein, or law.

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.

ARTICLE 25 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.

ARTICLE 26

INCREASED PRODUCTIVITY

In furtherance of the principle that Employers will receive and employees will give eight (8) hours of work for eight (8) hours pay as set out further in Article 27 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.

ARTICLE 27

EMPLOYEE RESPONSIBILITY

Subject to the provisions of Article 8, the Union and the Employers unreservedly subscribe to the principle of eight (8) hours work for eight (8) hours pay, and in consideration thereof it is understood that:

1. The standard workday is 8:00 a.m. to 4:30 p.m., Monday through Friday, including a thirty (30) minute lunch period.

2. Men are required to be on the job site ready for performance of their work between said hours of 8:00 a.m. and 4:30 p.m., 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 4:30 p.m., unless authorized by his Employer.

6. There shall be no falsification by an employee on his time report.

7. Suspension 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.

ARTICLE 27 - A MANDATORY SAFETY TRAINING AND DRUG AND ALCOHOL TESTING

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 from time to time by the Journey-Level Upgrade Committee (JLUC) of the Carpenters District Council of Greater St. Louis and Vicinity for Journeyman Floor Layers.

It shall also 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 drug and alcohol testing requirements of the Carpenters District Council of Greater St. Louis and Vicinity Drug and Alcohol Testing Program Policy ("Testing Program Policy"). An employee who qualifies for active status under the Testing Program Policy shall be regarded as being in compliance. The provisions of the Testing Program Policy are incorporated into and made part of this Agreement.

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 28 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.

ARTICLE 29 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.

ARTICLE 30 STRIKES - LOCKOUTS

If the Union violates any of the terms or provisions of these Articles of Agreement, the terms of which are expressly agreed to by the Employer and incorporated herein by reference, or commits an unfair labor practice against the Employer, or otherwise engages in conduct deemed by the Employer to be unfair or to be injurious to its best interests or welfare, the Employer, before taking any remedial or retaliatory action thereon, shall first serve or cause to be served, upon the Executive Secretary-Treasurer of the Union or his designee, a notice in writing wherein the act or omission constituting such alleged violation, unfair labor practice, or unfair or injurious conduct shall be described and required that the Union within a period of twenty-four (24) hours from the time

of the Executive Secretary-Treasurer's receipt of such notice remedy, terminate or correct the same; if at the expiration of said twenty-four (24) hour period, it is reasonably apparent that the Union does not intend to do so, then the Employer shall have the right to lock out his employees.

If the Employer violates any of the terms or provisions of these Articles of Agreement or commits an unfair labor practice against the Union or any of his employees, or otherwise engages in conduct deemed to be unfair by the Union or to be injurious to its best interest or welfare, the Union, before taking any remedial or retaliatory action thereon, shall first serve or cause to be served upon the Employer or his representative a notice in writing wherein the act or omission constituting such alleged violation, unfair labor practice or unfair or injurious conduct shall be described and required that said Employer, within a period of twenty-four (24) hours from the time of his receipt of said notice, remedy, terminate or correct the same; if at the expiration of said twenty-four (24) hour period, the Employer has failed or neglected to so remedy, terminate or correct the aforesaid act or omission, or, if such Employer shall sooner indicate his refusal to remedy, terminate, or correct the aforesaid act or omission, then the Union shall have the right at any time during the term of these Articles of Agreement; to call and engage in an authorized strike or work stoppage.

Strikes or work stoppages shall be deemed to be "authorized" within the meaning of these Articles only when sanctioned, caused, ordered, incited, induced, approved or affirmed by the Executive Secretary-Treasurer or his Representatives.

Strikes or work stoppages or any other types of action interfering with the services and duties of employees which are not so authorized shall be deemed to be unauthorized and there shall be no liability of any kind therefore to the Employer (or any injured persons, firms or corporations) on the part of the Union or its officers and agents, or on the part of any of the Union members other than those actually and voluntarily engaging or

participating therein. The Union, however, agrees if so required in writing by the Employer to endeavor to persuade the employees involved to cease and desist from further engaging in such unauthorized conduct or activities and to certify that such conduct or activities are unauthorized to the Employer in writing.

The Employer shall have the right to discipline employees causing, inciting or voluntarily participating in any such unauthorized conduct or activities.

ARTICLE 31 UNAUTHORIZED WORK STOPPAGE

It is agreed that the Employers will not seek to hold the Union liable for a strike or work stoppage during the life of this Agreement, unless the strike or work stoppage is authorized by the Executive Secretary-Treasurer of the CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS. On the other hand, it is agreed that employees participating in a strike or work stoppage during the life of this Agreement, not so authorized, may be discharged or otherwise disciplined for such action at the discretion of the management. As an evidence of good faith on the part of the CARPET, LINOLEUM, HARDWOOD AND TILE LAYERS' LOCAL UNION NO. 1310, the Union will, within twenty-four (24) hours of an unauthorized work stoppage, do the following: (1) address a letter to the Employers and the members that the action of the Union members or agents is unauthorized; (2) officially and publicly repudiate the unauthorized work stoppage and order the men back to work.

The Employer shall be privileged to discipline employees responsible for such unauthorized activities without being in violation of this Agreement.

In order that the Employer may be apprised of the representative of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the Executive Secretary-Treasurer of the CARPENTERS'

DISTRICT COUNCIL OF GREATER ST. LOUIS has the power or authority to authorize any such actions or give the orders or directions necessary to carry out any such actions.

ARTICLE 32 PICKET LINE

It shall not be a violation of this Agreement for an employee to refuse to cross or work behind a lawful, primary and authorized picket line, and no employee exercising his right under this Article shall be discharged, disciplined, discriminated against or replaced.

ARTICLE 33 AREA

(a) All employees will be on the job ready for work at 8:00 a.m., and will remain on their job until 4:30 p.m. 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) Thirty-two cents (\$.32) per mile 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.

ARTICLE 34 OUT OF AREA

(a) Employees commuting outside the boundaries as listed in paragraph (a) of Article 33 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 paragraph (a) Article 33 in equipment furnished by the Employer or in their own vehicle.

(c) Employees working on "Out of Town" jobs shall have their living expenses paid at a rate of \$40.00 per night, or any prior mutually agreed on expenses between the Employer and the employee.

(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 11 of this Agreement.

ARTICLE 35 SHOW-UP TIME

(a) Employees called for work and employed shall be paid for actual time worked

(b) Employees called for work and not employed shall receive one (1) hour's pay.

ARTICLE 36 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 St. Louis District Council.

ARTICLE 37 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.

ARTICLE 38 HIRING OF OTHER TRADES

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

ARTICLE 39 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.

ARTICLE 40 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.

ARTICLE 41 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.

ARTICLE 42 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 42.

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 43 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 44 NONDISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any individual because of race, creed, national origin, sex or age, in accordance with provisions of applicable laws. The Employer shall endeavor to comply with all of the requirements of Federal, State, and Local governmental agencies including but not limited to, the Equal Employment Opportunity Commission and the Missouri Commission on Human Rights.

ARTICLE 45
STATEMENT OF SUPPORT FOR THE GUARD & 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 leave of absence for military training in the Guard or Reserves.

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 46
CONFLICT WITH FEDERAL OR STATE LAW

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 47 TERM OF AGREEMENT

This Agreement shall become effective as of the 2nd day of May, 2007 and will remain in effect until April 30, 2011, 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 Registered 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 2, 2007 irrespective of the date on which the parties sign this Agreement.

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.

**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.

EMPLOYER:

Company

BY _____

Signature

Name: _____

(Please Print)

Title: _____

Address: _____

City/State: _____

Phone: _____

FAX: _____

Email: _____

Dated: _____

Dated: _____

UNION:

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

BY _____


TERRY NELSON

Executive Secretary-Treasurer

NOTES