BRICKLAYERS AND ALLIED CRAFTWORKERS
INTERNATIONAL UNION OF AMERICA
TILE AND MARBLE SETTERS AND FINISHERS
LOCAL UNION #18 OF
EASTERN MISSOURI ADMINISTRATIVE DISTRICT COUNCIL
SHOP COLLECTIVE BARGAINING AGREEMENT

FEBRUARY 28, 2018 THROUGH FEBRUARY 28, 2022
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AGREEMENT

This Agreement entered into this 28th day of February, 2018 by and between the undersigned employer (hereinafter referred to as the Employer) and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL #18 OF MISSOURI, AFL-CIO (hereinafter referred to as the Union).

ARTICLE I
DURATION - TERMINATION - AMENDMENT

Section 1 - Duration: This Agreement shall be effective commencing February 28, 2018 and shall continue in full force to and including February 28, 2022 and shall be automatically continued yearly thereafter unless written notice of decision to negotiate a new Agreement, in whole or in part, is given in writing by either party to the other, by Certified Mail, not later than sixty (60) days nor more than ninety (90) days prior to the expiration date or any anniversary date thereafter. The parties may at any time mutually agree to change or amend any part of this Agreement and such change or amendment shall not affect the continuing nature of this Agreement. Such change or amendment shall not be effective however until reduced to writing and signed by both parties.

Section 2 – Free Look: The parties recognize that the purpose of this Agreement is to organize previously unrepresented employees. Notwithstanding anything to the contrary herein, the Employer may terminate this Agreement by providing written notice to the Union by Certified Mail not later than sixty (60) days nor more than ninety (90) days prior to the first anniversary of the date this Agreement was executed. If the Employer fails to properly terminate the Agreement during this period, it remains bound until February 28, 2022.

ARTICLE II
MANAGEMENT - UNION RECOGNITION AND SECURITY

Section 1 - Union Recognition: The employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its employees in classification of work falling within the jurisdiction of the Union, as defined in Article III of this Agreement, and in the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers, for the purpose of collective bargaining as provided for in the Labor Management Relations Act of 1947, as amended. Following a request by BAC Local 18 MO Tile, Marble & Terrazzo (hereinafter referred to as the Union) for recognition as the Section 9(a) majority collective bargaining representative of each of the Employer’s Employees performing unit work, the Employer recognizes the Union as Section 9(a) majority collective bargaining representative for all Employees performing unit work based on an offer to show evidence (or an actual showing) that a majority of such Employees authorize the Union to represent them for the purpose of collective bargaining.

Section 2 - Management Recognition: The Union hereby recognizes and acknowledges that the maintenance of job site discipline is the responsibility of the Employer, and that except
as herein provided the Employer shall have the right to hire, suspend, discipline or fire for just cause, direct the work force and in general operate its business in accordance with its judgment.

Section 3 - Union Security:

(A) Each of the Company’s employees included in the bargaining unit described and set forth in Article III hereof shall, as a condition of employment, be or become a member of the Union not later than the thirty-first day following the effective date of this Agreement, or not later than the thirty-first day following the beginning of his or her employment, whichever is the later; and each such employee shall, as a condition of continued employment, remain a member of the Union in good standing to the extent authorized by Section 8(a)(3) of the Labor Management Relations Act, 1947.

(B) Within three (3) workdays after receipt of a written notice from the Union that an employee has not acquired membership in the Union, or has not maintained his or her membership in good standing therein as provided for in Subsection (A) of this Section, the Company shall not permit such employee to perform any further work for the Company unless or until he or she complies with the provisions of Subsection (A) of this Section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union; (a) if he/she has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) if he/she has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(C) The Company shall give each newly-hired employee and each employee recalled to work after being laid off from work for more than thirty (30) days, a form in duplicate showing such employee’s classification, his or her straight-time hourly rate, and Social Security number. Each such employee shall be instructed to submit one copy of the above-mentioned form to the Chief Shop Steward for the Union before starting to work, or at such other time as may be mutually agreed upon by the Chief Shop Steward and the Shop Foreman for the Company.

ARTICLE III

WORK JURISDICTION

Section 1 - Scope of Agreement: This Agreement covers all employees engaged in the cutting, preparation, production, and handling of tile, marble, and any slab material within the Employer’s shop or shops (“Shop Work”) within the geographical jurisdiction of the Union. Shop Work shall also include maintenance work in or about the Employer’s shop or shops. To the extent that the Employer performs work other than Shop Work which is covered by the Union’s current Tile and Marble Setters and Finishers collective bargaining agreement (“Tile/Marble Agreement”) and/or its current Mosaic and Terrazzo Workers and Finishers collective bargaining agreement (“Mosaic/Terrazzo Agreement”), then all terms of the Tile/Marble Agreement and/or Mosaic/Terrazzo Agreement shall apply (including but not limited to wages, fringe benefit contributions, and working conditions).
Section 2 - **Territorial Jurisdiction:** This jurisdiction shall consist of the following counties in the State of Missouri: Bollinger, Butler, Cape Girardeau, Carter, City of St. Louis, Clark, Crawford, Dunklin, Franklin, Iron, Jefferson, Lewis, Lincoln, Madison, Marion, Mississippi, New Madrid, Pemiscot, Perry, Pike, Ralls, Reynolds, Ripley, Scott, St. Charles, St. Francois, St. Louis, Ste. Genevieve, Stoddard, Warren, Washington, Wayne.

Section 3 - “Tile” is herein defined as the following products:

(a) All burned clay products, as used in the Tile Industry either glazed or unglazed.

(b) All composition materials, marble tiles, glass mosaics and all substitute materials for tile made in the tile-like units.

(c) All mixtures in tile-like form of cement, metals, plastics and other materials, that are made for and intended for use as a finished floor and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes.

Section 4 - **Marble** is defined as:

(a) Marble, marble tiles, glass mosaics and all artificial, engineered, manufactured, composite substitute materials for marble made in the marble-like panels or units cast of whatever thickness or dimension, stone, slate, granite, quartzite, limestone, travertine, art marble, serpentine, onyx, Alberence stone, blue stone or other stone customarily known in the trade as Zodiac, Caesars Stone, Silestone, Versett Stone, Cambria, Hanstone, Carrera, Salonyx, Vitrolite, similar opaque glass and terrazzo tile, or any other material that may be used as substitutes for any of the aforementioned materials and which are installed in a similar manner. Marble also includes any of the aforementioned materials where used on exterior work up to and including two and one half (2 1/2) inches of thickness.

ARTICLE IV

HOURS OF WORK - OVERTIME AND HOLIDAYS

Section 1 – **Regular Work Hours:**

(a) The standard workday shall consist of eight (8) hours of work between the hours of 8:00 am and 4:30 PM with a 30 minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday, inclusive. The normal starting and quitting times may be changed by mutual consent of the Employer and the Union.

(b) By mutual consent of the Employer and Union, a second and third shift may be employed. The second and third shifts shall immediately begin following the preceding shift. The hours of the second and third shifts shall consist of eight (8) hours of work with a 30 minute unpaid lunch hour occurring in the middle of the shift. The standard workweek for the second and third shift shall consist of five standard workdays commencing on Monday and ending on Friday.
Section 2 - **Overtime:** All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time and one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and on the holidays specified in Section 3 of Article IV shall be paid for at the rate of double the hourly base wage rate in effect.

Section 3 - **Holidays:**

(a) The Employer agrees to recognize the following holidays. If the holiday falls on Sunday it shall be recognized on the following Monday. If the holiday falls on a Saturday it shall be recognized as a Saturday only holiday.

1. New Year’s Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day
6. Thanksgiving Day
7. Christmas Day

(b) Each employee shall be paid eight (8) hours “Holiday Pay” at his or her regular straight-time hourly rate for each of the above mentioned holidays. Should any of the foregoing holidays occur or be observed during the vacation period of any employee, such employee shall, in accordance with the provisions of this Section, be paid eight (8) hours “Holiday Pay” for such holiday in addition to his or her vacation pay.

(c) In addition to the holidays enumerated in subsections (a), each employee, to whom this Agreement is applicable, shall be granted two (2) “personal holidays” each contract year, with eight (8) hours’ pay at his or her regular straight-time hourly wage rate for such day. Such “personal holiday” shall be a regularly scheduled workday, and shall be granted an employee upon his or her request two (2) weeks in advance of the date desired. Such request shall be made to his or her immediate supervisor on an application form provided by the Employer.

Section 3 - **Reporting Pay:**

(a) Any employee injured at the Employer’s facility, who is sent to a doctor and returns to work during his or her regular working hours the same day, shall be paid by the Employer the applicable wage rate for such time thereby lost on such day by such employee; and if he or she shall, on any subsequent day on which he or she performs work for the Employer, go to the doctor for treatment of such injury during his or her regular working hours, he or she shall be paid by the Employer the applicable wage rate for such time thereby lost on such day by such employee. Should an injured employee be admitted to a hospital or be instructed by the Employer or the doctor to refrain from performing further work on the day such employee is injured, such employee shall receive the applicable hourly rate for the entire workday.
ARTICLE V

HIRING PRACTICES/LAYOFF

Section 1 - The Employer shall notify the Union when it seeks to hire additional employees in the bargaining unit. The Employer shall consider any applicants referred by the Union.

Section 2 - The Employer shall give the Union notice prior to laying off employees. Employees shall be laid off in reverse seniority order.

ARTICLE VI

SUBCONTRACTING

Section 1 - The employer agrees not to sublet, assign or transfer any work covered by this Agreement.

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

ARTICLE VII

CHECK-OFF AUTHORIZATION

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

ARTICLE VIII

WORKING RULES

Section 1 - Proper Working Instructions: The Employer shall furnish to all employees covered by this Agreement proper working instructions, covering all work to be done on any and all projects.

Section 2 - Working Equipment: All employees must be supplied with the proper working equipment. Employees MUST INSPECT ALL EQUIPMENT DAILY AND MUST NOTIFY THE EMPLOYER IMMEDIATELY IF ANY OF THE EQUIPMENT IS NOT IN PROPER SAFE CONDITION.
Section 3 - Maintenance of Equipment: Employers understand that OSHA provides for certain responsibilities for the proper use of equipment and that they will provide such equipment in a manner consistent with safety rules and obligations. Employees agree to exercise prudent responsibility for the equipment furnished them by the employer including the proper care, maintenance and cleaning. Such tools, equipment and supplies will be used only in performance of work for their employer. When an Employer requests an employee to return company tools in his/her possession the Union will cooperate to expedite said return.

ARTICLE IX

UNEMPLOYMENT AND WORKERS' COMPENSATION INSURANCE

Section 1 - Unemployment Compensation Insurance: By executing this Agreement, the Employer hereby agrees that it shall be covered under the laws relating to unemployment compensation insurance in all states where it employs employees covered by this Agreement. Moreover, the Employer shall provide unemployment compensation insurance coverage for all employees covered by this Agreement.

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

If an Employer fails to obtain Workers' Compensation Insurance, the Union may take economic action against said Employer including but not limited to removal of employees from the job, strike, picket or any other lawful action.

ARTICLE X

NO STRIKE/NO LOCKOUT AND ARBITRATION

Section 1 - There shall be no strikes or lockouts over a dispute concerning an alleged breach of this Agreement during its term until the grievance procedures of this Article have been exhausted and then only in the event a party fails or refuses to abide by a final decision. This Article shall not apply in those cases where an Employer fails or refuses to make in whole or in part any payments required under this Agreement including all wages, fringe benefits, or other fund contributions that have been established through bona fide collective bargaining. It shall not be a violation of this agreement for employees covered by this Agreement to refuse to cross or to work behind a picket line, recognized by this Union, which has been authorized and established by this Union or any other Union or Labor Organization, and the Employer hereby agrees that it will not penalize, discipline or otherwise discriminate against any employee covered by this Agreement electing to exercise such prerogative.
Section 2 - All questions or differences arising between the parties to this Agreement relating to its interpretation or enforcement or the subject matter thereof shall be referred to the grievance and arbitration procedure. Pending a decision of the Joint Arbitration Board the status quo shall exist. If either party refuses to abide by the Award then the injured party will be free to take whatever economic action it deems necessary.

Section 3 - Grievance Procedure:

No grievance shall be recognized unless it is called to the attention of the Employer by the Union or to the attention of the Union by the Employer within fourteen (14) days after the alleged violation is committed or discovered.

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

Step 2: If step one does not settle the grievance, it shall be referred to the Director of the BAC Administrative District Council of Eastern Missouri or his designee. The Director or his designee shall then meet with the Employer to attempt to settle the grievance. They shall meet within five (5) days of the step one meeting, excluding Saturday, Sunday and legal holidays.

Step 3: If step two does not settle the grievance, it shall be referred to arbitration.

Section 4 - Arbitration: Any grievance not resolved by the grievance procedure shall be submitted to arbitration. If unable to mutually select an arbitrator, the parties shall obtain a panel of seven (7) disinterested persons qualified and willing to act as impartial arbitrators from the Federal Mediation and Conciliation Service. From such panel, the Employer and the Union shall each alternately strike one name until all but one name has been eliminated and the name which remains on the list shall be selected to act as the impartial arbitrator.

The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. However, the arbitrator is hereby authorized and empowered to make his or her decision and award retroactive, if, in his judgment, circumstances justify such an award. The decision of the arbitrator so rendered shall be final and binding upon the employee(s) involved and upon the parties to this Agreement and judgment thereon may be entered in any court having jurisdiction. The compensation and necessary expenses of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE XI

WAGES

Section 1 - Rates of Pay: For the first six months of an employee's employment with the Employer, his/her wages shall be $13.00 per hour. For the second six months of an employee's employment with the Employer, his/her wages shall be $14.50 per hour. After completing one year of service with the Employer, an employee's wages shall be $16.00 per hour. If an
employee terminates employment with the Employer for any reason and is later rehired or recalled, his/her prior service shall be counted with regard to his/her wage rate.

Section 2 - Wage Information: All employees covered by this Agreement shall be paid at least once a week. Friday shall be payday and that pay shall include all time up to the previous Tuesday night. Pay shall be in lawful currency of the United States. They shall be paid not later than 4:30 PM on local work. When an Employee is laid off, the Employer shall pay the Employee up to and including all time worked on the last day before quitting time. Employee wage payment will show amount of gross pay and itemized deductions, together with dates of the pay period covered, the name of the Employer, the name of the employee and total number of both regular and overtime hours worked and upon request, copies will be supplied to the funds and/or the Union office by the Employer.

Section 3 – Waiting Time: If the Employer elects to mail the pay, and should any employee not receive his/her pay at his/her residence on the Friday payday, the employer will be charged “waiting time.” The limit to be two (2) days’ pay which will begin at 8:00 AM and end at 4:30 PM on Saturday and Sunday. No claim will be allowed if the postmark on the letter containing the pay is the Thursday before payday. If however, the employee is required to pick up his/her check from the shop on Saturday he/she will be paid an additional two (2) hours pay at base pay.

ARTICLE XII

FRINGE BENEFITS

Section 1 - Health & Welfare: The Employer accepts and agrees to be bound by the trust agreement of the Bricklayers and Allied Craftworkers International Health Fund (“IHF”), as it now exists and as it is hereafter amended. Said trust agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

The Employer agrees that it will contribute and pay into IHF $4.45 per hour for each hour of the first 40 hours worked by each Employee in each work week, the same sum per hour for each overtime hour worked by each Employee in a work week. Said sum shall be used to provide health and welfare benefits in accordance with the IHF.

Section 2 - Pension Fund: The Employer accepts and agrees to be bound by the trust agreement of the Bricklayers and Trowel Trades International Retirement Savings Plan (“BAC SAVE”), as it now exists and as it is hereafter amended. Said trust agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

The Employer agrees that it will contribute to BAC SAVE the sum of $1.00 per hour for each hour of straight time and the same sum per hour for each overtime hour worked by each Employee. Said contribution shall be used for the purpose of providing retirement benefits in accordance with BAC SAVE.
Section 3 - International Masonry Institute: The parties to this Agreement recognize the need for effective training which must be met if the industry is to grow and prosper. The parties to this Agreement believe that the IMI is the most effective and efficient instrument for meeting these needs because it offers the greatest possibility of integrating activities in this program area in an effective manner of coordinating through a single regional/international system. With this principle in mind, the parties agree as follows: effective February 28, 2018 the Employer agrees to contribute to the International Masonry Institute the amount of one percent (1%) of gross total package for each hour worked by each employee covered by this Agreement. The Union will use its best efforts to obtain training for the Employer’s bargaining unit employees through the International Masonry Institute.

Section 4 - Delinquencies: All contributions required by this Agreement shall be paid on or before the 15th day of the month following the month for which said contributions are due. The Employer further agrees to keep true and accurate records of his/her payroll and expenses paid to his/her employees covered by this Agreement and the employer shall make them accessible for audit by the Trustees of any existing Trust Fund or their appointee or disinterested representatives. The cost of such representative shall be paid by the Trust Fund to which contributions are due. If such audit by the disinterested party discloses errors in the bookkeeping of the employer; then a cost of the audit shall be paid by the employer being investigated. Upon notice to the Union from the Trustees of a benefit fund to which the employer is obligated to make contributions under this Agreement that the employer is delinquent in making contributions to such benefit fund, the Union shall be entitled to take all recourse, including strike action for collection of the delinquency and to protect against its reoccurrence any other provision of this Agreement notwithstanding. Notice from the Trustees to the Union of an employer’s delinquency status shall be conclusive and reliance thereon by the Union shall not be accountable. Neither the issue of delinquency in contributions nor the extent thereof nor action taken by the Union to compel collection shall be subject to the grievance and arbitration provisions of this Agreement. In the event the Employer is delinquent in his/her contributions to the Funds and it becomes necessary for the Trustees of said funds to employ an attorney for the purpose of collecting delinquencies and any penalties, the Employer shall be responsible for and required to pay any reasonable attorney’s fees and other costs incurred in the collection of said monies. In the further event the Employer is delinquent in his/her contributions to said Funds, the Union shall deem such delinquency to be a material breach of the Agreement and shall have the right to take economic action against said Employer including, but not limited to removal of the employees from the job, strike, picket, or any other lawful economic action.

ARTICLE XIII

NONDISCRIMINATION

The Employer(s) and the Union mutually recognize the need for implementing equal opportunity to all qualified employees and applicants for employment without regard to race, color, creed, sex, age or national origin. There shall be no discrimination against any employee because of race, color, religion, sex, national origin, age, handicap, union membership, union activity or status as a disabled veteran, or a veteran of the Vietnam Era except where age is a bona fide occupational qualification or handicap is a bona fide occupational disqualification.
ARTICLE XIV

BULLETIN BOARDS

Bulletin Boards shall be made available by the Employer for the exclusive use of the Union for the posting of Union notices relating to meetings, appointments or committees, election of officers, seniority schedules, dues, entertainment, health and safety.

ARTICLE XV

PLANT VISITATION

An authorized representative of the Union shall be permitted to visit the facility of the Employer at all reasonable hours, but he shall in no way interfere with the progress of work.

ARTICLE XVI

LEAVES OF ABSENCE

Leaves of absences, without pay, shall be granted by the Employer to any employee for reasonable cause, without prejudice to the employee’s seniority or other rights. Application for leave of absence must be made in writing to a representative of the Employer designated by it for such purpose, and be approved in writing by such Employer representative. A copy of the employee’s application and approval thereof shall be given to the Chief Shop Steward for the Union.

ARTICLE XVII

VACATIONS

(a) Employees shall be entitled to the following vacation time with pay at the regular straight-time hourly rate, in accordance with the vacation schedule hereinafter set forth:

   One to four years of service: 1 week (5 days) of vacation
   Five to nine years of service: 2 weeks (10 days) of vacation
   Ten or more years of service: 3 weeks (15 days) of vacation

(b) Employees may take their vacations in non-connective weeks.

(c) Employees shall take at least two weeks of vacation, but may forego the third and/or fourth week of vacation and receive vacation pay therefore.

(d) At least four (4) weeks prior to their anniversary date of employment of each year, each employee shall notify the Employer, in writing, of his or her first and second choice for vacation period and insofar as practicable, his or her vacation will be granted at times most desired by the employee in question. All disputes over the selection of vacation dates will be
resolved by seniority. At least two (2) weeks prior to their anniversary date of employment, the Employer will inform employees of the vacation period allotted to them.

ARTICLE XVIII

SEVERABILITY

In the event any Federal or State Law is held to invalidate any Article, Section, Clause, or Provision of this Agreement, said Article, Section, Clause or Provision shall be stricken from the Agreement and the balance and remainder of this Agreement shall remain in full force and effect. The parties shall meet forthwith for the purpose of negotiating by amendment or otherwise any Article, Section, Clause or Provision which may be held to be illegal pursuant to a Federal or State law by a final court decision interpreting such law.

AGREEMENT EFFECTIVE FEBRUARY 28, 2018 through FEBRUARY 28, 2022

__________________________
Address: ____________________

__________________________
Phone: ______________________

NOTE TO EMPLOYER:
CHECK YOUR STATUS HERE

( ) corporation
( ) partnership
( ) sole proprietorship
( ) joint venture

( ) other: ____________________
(specify)

__________________________
EMPLOYER

By: _________________________

__________________________
TITLE

__________________________
TILE AND MARBLE SETTERS AND FINISHERS LOCAL UNION #18
AFFILIATED WITH THE
BRICKLAYERS’ ADMINISTRATIVE DISTRICT COUNCIL OF EASTERN MISSOURI OF THE I.U. OF B.A.C.

By: _________________________

__________________________
TITLE
LOCAL #18 MISSOURI WAGE AND BENEFIT SCHEDULE
EFFECTIVE FEBRUARY 28, 2018 THROUGH FEBRUARY 28, 2022

SHOP AGREEMENT

FULL SCALE WAGES & BENEFITS

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FIRST SIX MONTHS

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