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BRICKLAYERS AND ALLIED CRAFTWORKERS
INTERNATIONAL UNION OF AMERICA
TILE AND MARBLE SETTERS AND FINISHERS
LOCAL UNION #18 OF
EASTERN MISSOURI ADMINISTRATIVE DISTRICT COUNCIL
AGREEMENT WITH
TILE AND MARBLE CONTRACTORS ASSOCIATION
ST. LOUIS AND VICINITY
JULY 1, 2019 THROUGH JULY 1, 2025

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AGREEMENT

This Agreement entered into this first day of July 2019 by and between the TILE & MARBLE CONTRACTORS ASSOCIATION OF GREATER ST. LOUIS on behalf of its member Tile & Marble Contractors of St. Louis and Vicinity, and such other contractors who are signatory hereto and such other contractors who may become signatory hereto (hereinafter referred to as the Employer or Contractor) 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

This Agreement shall be effective commencing July 1, 2019 and shall continue in full force to and including July 1, 2025 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.

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 Association's members for all Employees performing unit work, the Employer recognizes the Union 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 the Tile & Marble Contractors Association of St. Louis as the representative of Employers and acknowledges that the maintenance of job site discipline is the responsibility of Employers, and

that except as herein provided Employers shall have the right to hire, suspend, discipline or fire for just cause, direct the work force and in general operate their business in accordance with their judgment.

Section 3 – Re-Opener Language: In order to reopen the Agreement for renegotiation of provisions other than wages as of July 1, 2020, either party may give written notice to the other party of the desire to renegotiate at least 60 days in advance of July 1, 2020 date. If neither party gives timely notice of its intent to amend or modify provisions to the other, this Agreement shall continue until July 1, 2025, or thereafter as provided in this Agreement. If notice is timely and no agreement is reached, either party may resort to economic pressure, either through strike or lock-out.

Section 4 - Union Security: No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employees, provided that the Union has given the employee four (4) days notice that his/her obligation to make payment has not been met and that his/her delinquency renders him/her liable to termination under this section. The Employer shall not be obligated to dismiss 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.

ARTICLE III

WORK JURISDICTION

Section 1 - Scope of Agreement: This Agreement covers all Tile Layer, Marble Setter, and Tile & Marble Finisher employees of the Employer engaged in the setting, slabbing or installing of all classes of tile or marble, thin brick or stone veneers, resilient flooring, wood, linoleum, laminate, carpet and carpet tiles, whether for interior or exterior purposes, in any public or private building located anywhere within the territorial jurisdiction of the Union.

Section 2a - Tile & Marble Setters Territorial Jurisdiction: This jurisdiction shall consist of the following counties in the State of Missouri; Clark, Lewis, Marion, Ralls, Pike, Lincoln, Warren, St. Charles, St. Louis, Franklin, Jefferson, Crawford, and including the city of St. Louis.

Section 2b - Tile & Marble Finishers Territorial Jurisdiction: This jurisdiction shall consist of the following counties in the State of Missouri: Clark, Lewis, Marion, Ralls, Pike, Lincoln,

Warren, St. Charles, St. Louis, Franklin, Jefferson, and Crawford. This includes the City of St. Louis.

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

Section 3 - Tile Setter Work is defined as:

- (a) The laying, cutting, or setting of all tile, and tile substitutes, where used for floors, walls, ceilings, walks, promenade roofs, exterior veneers, stair treads, stair risers, facings, hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brickwork or other foundations or material that may be required to properly set and complete such work.
- (b) The application of a coat or coats of mortar, prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the mortar coat is wet or dry at the time the tile is applied to it.
- (c) The setting of all tile bonded with mortar, where the bed is floated, screeded, slabbed or buttered and where joints are not filled in the same operation.
- (d) The setting of all tiles by the adhesion method with organic and/or inorganic thin-bed bonding materials where such bonding material is applied to the backing surface and/or the back of tile units or sheets of tile.
- (e) The setting of tile as herein provided shall include the installation of underlayment, backer-board, waterproofing membrane, accessories and the insertion of decorative tile inserts in other materials.
- (f) The setting, sealing, caulking, and installation of prefabricated tile systems.
- (g) The laying of all special designs of wood, wood compositions, cork, plastic, rubber, carpet, whether laid in or glued; all preparatory work; scraping, sanding, leveling of underlayments and the spreading of any glue compositions or substitute material.
- (h) The measuring, layout, cutting, fitting, sewing, sizing, binding, seaming, laying and installation of carpet on the job or in the shop, and repairing of carpets, either by hand or power machines.

Section 4 - "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 5 - Marble Setter Work is defined as:

(a) On The Job Site handling, preparation, polishing, erection, installation, finishing or refinishing of Marble, as defined in Section 8 of this agreement.

(b) On The Job Site handling preparation, carving, drilling, cutting polishing, refinishing, laying, setting, erection, welding or installation of all marble and marble substitutes, where used for floors, walls, ceilings, walks, promenade roofs, exterior veneers, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts together with any marble plinths, vanity, countertops, thresholds or window stools used in connection with any marble work for architectural or ornamental purposes; also to prepare and set all concrete, cement, brickwork or other foundations or materials that may be required to properly set and complete such work.

(c) On The Job Site application of a coat or coats of mortar, plaster, epoxy, prepared to proper tolerance to receive marble on floors, walls and ceilings regardless of whether the mortar coat is wet or dry at the time the marble is applied.

(d) On The Job Site setting of all marble bonded with mortar, where bed is floated, screed, slabbed, or buttered and where joints are not filled in the same operation.

(e) On The Job Site setting of all marble, whether by the mechanical or adhesion method with epoxy, organic and/or inorganic thin-bed bonding materials where such bonding material is applied to the backing surface and/or the back of marble units or slabs of marble.

(f) On The Job Site setting of marble as herein provided shall include the installation of anchors, relief angle brackets, underlayment, backer-board, waterproofing crack isolation sound barrier, membrane, and all accessories and the insertion of decorative marble inserts in other materials.

(g) On The Job Site setting, sealing, caulking, and installation of prefabricated marble systems.

(h) The Job Site is defined as and limited to the location where the marble is permanently installed or set by the Marble Setter.

“Marble Setter Work” excluded all work defined in Section 5 that takes place at any location or facility other than On The Job Site. Specifically, Marble Setter Work excludes all work that takes place at any fabrication shop as well as all Work to transport Marble to or from the Job Site.

Section 6 - 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 Zodiaq, Caesars Stone, Silestone, Versett Stone, Cambria, Hanstone, Carrora, 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 ½) inches of thickness.

Section 7 - Tile & Marble Finishers Work is defined as:

(a) The handling, unloading and distribution at the building site, all sand, cement, tile, marble or stone, resilient flooring, wood, carpet, carpet padding, cork, composition flooring and underlayment as defined above and all other materials that may be used and installed by tile layer, or marble mason member of Local #18 MO.

(b) The grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter.

(c) Cleaning and vacuuming of carpet after installation, the sanding and refinishing of all wood, cork or composition floors to be sanded or scraped, filled, sized, washed, waxed and buffed either by hand or power machines.

Section 8 - Teamwork:

(a) Teamwork is essential for the improvement of the Tile & Marble Industry. Working together as a team will achieve a high standard of workmanship and quality. All members of Local #18 MO must work together in a harmonious way to combat the non-union and open shop movement.

(b) When tear out of existing material is required, all tear out and prep work shall be done by members of Local #18 MO.

ARTICLE IV

HOURS OF WORK - OVERTIME AND HOLIDAYS

Section 1 - Regular Work Hours: 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.

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 (1 1/2) the hourly base wage rate in effect. All time worked on Sundays and on the holidays specified in Section 5 of Article IV shall be paid for at the rate of double the hourly base wage rate in effect.

Section 3 - Saturday Make-Up Day: All work done on Saturday will be done at time and one-half (1 1/2) unless the employer and employee mutually agree that Saturday shall be used 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. If an employee should lose one or more days in a workweek and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits. Reasons to use Saturday as a make-up day shall be:

1. Absence during the week was at the employee's request
2. Shortened workweek due to acts of God
3. Job site circumstances beyond the control of the tile contractor caused the employee to miss a day's work on that job.

Section 4 - Occupied Nonresidential Work: All occupied nonresidential work performed before 8:00 am and after 4:30 PM Monday through Friday will be compensated for at a premium rate of ten percent (10%) per hour above scale provided the premium hours do not bring total hours worked to more than forty (40) hours per week.

Section 5 - Holidays: 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

Section 6 - Show-up Time: When an employee is requested by an employer and reports to work pursuant to said request the employee is entitled to a minimum of two (2) hours show-up time at regular wage except where something unusual and beyond the control of the Employer occurs, which makes it impossible for the employee to work between the time said request was made and the time the employee reports for work.

Section 7 - Shift Work: On Commercial or Industrial projects where more than one shift during regular working hours (7:00 a.m. to 3:30 p.m.) is required by the General Contractor or the owner of the project because of a scheduled completion date needs to be met, the rate of pay will be as follows:

2nd and 3rd Shift, Monday thru Friday, will be paid at a rate of time plus 10%. Any shift of more than 8 hours, all hours worked in excess of 8 hours will be at time and one half (1 ½) the regular base wage plus 10%. There must be at least a minimum of three (3) consecutive days of shift work required on the project. No employee shall be disciplined or discriminated against for failing to agree to work the 2nd or 3rd shift. All work on

Saturday will be time and one half (1 ½) the hourly base wage in effect. All work on Sunday and Holidays will be at double the hourly base wage in effect.

2nd and 3rd shift on Saturday will be at time and one half (1 ½) the hourly base wage in effect plus 10% premium. 2nd and 3rd shift on Sunday and Holidays will be double the hourly base wage in effect plus 10% premium.

ARTICLE V

TRANSPORTATION EXPENSES

Section 1 - Reimbursement: Employees shall be reimbursed for transportation and room and board on out of town jobs in the following manner:

Mileage Zones: Air miles starting from I-270 and I-255 Loop using Mapquest to determine mileage

- 0 to 40 miles - no reimbursement
- 41 to 50 miles - \$6.00 each round trip
- 51 to 60 miles - \$9.00 each round trip

Section 1A - Out of Town Meal Allowance:

61 to 150 miles. Meal rate to be paid for duration of the job based on five (5) days per week at \$25.00 per day.

151 miles and over. Meal to be paid for duration of the job based on seven (7) days per week at \$25.00 per day.

Section 1B - Out of Town Motel Allowance: 61-150 miles Employer agrees to pay actual cost for motel room based on double occupancy for five (5) days per week for duration of the job. This cost to be paid as an expense allowance. The allowance shall be \$35.00 per night or the rate plus tax quoted by Super 8 Motels, whichever is greater.

150 miles and over - Employer agrees to pay actual cost for motel room based on double occupancy for seven (7) days per week for duration of the job. This cost to be paid as an expense allowance. The allowance shall be \$35.00 per night or the rate plus tax quoted by Super 8 Motels, whichever is greater.

Section 1C - Travel Allowance 61 miles and over: Actual travel time to and from job site based on 60 mph average shall be paid for one round trip. One round trip bus or train fare to be paid in addition to above.

It being understood, should an employee be removed from the job site before the completion of said job, and employee returning to said job site, shall be entitled to said meal rate and bus or train fare plus travel time for another round trip.

It being understood that should an employee be sent to a job site by himself/herself, the employer shall pay the full room rate and the meal rate shall prevail for each of the three (3) years covering this working agreement.

Section 2 - It is further understood and agreed that when an employee's automobile is used for transportation as set out in Section 1, only the owner of said automobile shall be paid the operating expenses set out above. Employees are to use their automobiles at their own discretion.

Section 3 - Parking: Contractors/Employers agree to pay parking based on actual expenses upon the presentation of paid receipt.

Section 4 - For the purpose of this Article, any employer having a principal office within fifty (50) miles of the City of St. Louis shall be subject to the expenses as determined in Section 1 through 3 above. Any employer located more than fifty (50) miles from the City of St. Louis shall pay expenses based on mileage from the employer's principal place of business as determined by the address recognized by licensing board for the state in which the employer is licensed as a contractor. If the employer has more than one office or if there is no address listed with the state, the employer shall designate in writing its principal office upon execution of this agreement.

Section 5 - The provisions of Section 1 shall be applicable to any employee with a primary residence within fifty (50) miles of St. Louis City when employed by an employer with a principal place of business more than fifty (50) miles from the City of St. Louis.

ARTICLE VI

HIRING PRACTICES

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

ARTICLE VII

SUBCONTRACTING

Section 1 - The employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

Section 1a - The employees agree not to perform any duties of the trade for compensation unless it is under the direction of a Tile and Marble Contractor signatory to the 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 VIII

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 IX

WORKING RULES

Section 1 - Working Foreman: A working foreman shall be appointed on all jobs where eight or more union members are employed and his/her wages shall be one dollar fifty cents (1.50) per hour over and above the prevailing wage rate for journeymen setters.

Section 2 - Prohibition of Piece Work: Employers shall not bargain or contract with each other to lay a designated number of feet of tile for the day's work, nor shall they bargain or contract that a mechanic do a certain piece of work in a designated time. This bargaining or contraction shall be regarded as piece work which is not within the contemplation of the parties signing this Agreement and will be deemed by the Union to be a material breach of the Agreement; in which event the Union may take any action it deems necessary notwithstanding any other provision of the Agreement.

Section 3 - No Limitation of Work: There shall be no limitation of the amount of work an employee shall perform during his working day or as to the use of machinery or tools. If an employee leaves early without permission and claims a full day worked, the employee will be docked for the time not worked and will be subject to disciplinary action by the contractor up to and including termination for cause.

Section 4 - Orders and Instructions: All orders and instructions to employees, including discharging them, shall be given by the Employer or Superintendent, unless the working foreman is specifically instructed to do so.

Section 5 - Proper Working Instructions: The Employer shall furnish to the Local #18 member proper working instructions, covering all work to be done on any and all jobs. On a complicated piece of work a setting plan shall accompany working instructions.

Section 6 - Working Equipment: All employees must be supplied with the proper working equipment such as: Soaking tub, straight edges, float strips, mixing boxes, wheelbarrows, shovels, all cutting wheels, etc., to be furnished and delivered on the job by the Employer and it is further agreed that the Employer may have the option as to whether he/she will furnish power tools and excessive equipment, such as quarry tile cutters, large chisels, etc. However it is distinctly understood that the employee does not at any time have to furnish such equipment on jobs where the use of excessive tools such as large or small power tools, chisels, etc. are required to properly do the job. It being understood that all employees shall equip themselves with proper hand tools. That the employee **MUST INSPECT ALL EQUIPMENT DAILY AND MUST NOTIFY THE CONTRACTOR IMMEDIATELY IF ANY OF THE EQUIPMENT IS NOT IN PROPER SAFE CONDITION.**

Section 7 - Epoxy Materials: All work with epoxies to be in strict accordance with manufacturer's written instructions and Local Health Department Regulations. The employer shall supply all necessary equipment such as gloves and floats. The Union shall reserve the right to remove all "Employees" from any apoxie or epoxy job where the above is not strictly adhered to. This shall include the right to notify the City and State Health Departments of flagrant violations of health hazards.

Section 8 - 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. The employee agrees to exercise prudent responsibility for the equipment furnished them by the employer including the proper care, maintenance and cleaning. Failure to do so may result in disciplinary action up to and including dismissal. 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.

Section 9 - Faulty Work: it is agreed that all materials and workmanship in connection with any installation shall be of such standards of quality so as not to destroy the true principles of the trade. In the event of a disagreement regarding the quality of a particular installation a

committee composed of an equal number from the Union and Contractors shall inspect the work and render a decision which shall be final and binding upon all parties concerned. If the complaint is found to be justified and the employee is at fault, the member shall be required to repair the work on his or her own time. The employer shall supply the materials.

Section 10 - Personal Appearance: The employer and union agree that the tile & marble trade is a service industry and personal appearance presents an important visual image to the customer. Qualified, professional union journeyworkers should present a neat, clean well-groomed appearance. Proper attire will be worn at all times. In the interest of safety and appearance the following general guidelines will be followed for the benefits of both the union and the employer:

- A. Clean, neat, well-groomed appearance
- B. No shorts
- C. No smoking in occupied residence, public place and where it has been prohibited by the employer.
- D. Must wear safety equipment as required

Section 11 - Maintenance of Skills: Because of the rapid development of new materials and methods of installation in the Tile & Marble Industry both management and union recognize the need for continuing education in order to stay current with the technical advances of the Industry. Therefore the journeyman level Tile Setter, Marble Setter, and Tile & Marble Finisher agree to participate in training classes and informational seminars as provided by the training school and the Tile & Marble Contractors.

Section 12 - Drug Testing: The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law or by a project owner or in any reasonable manner for the purpose of promoting safety in the following circumstances; When there is reasonable cause to believe that an employee has used or is under the influence of such substances during working hours, when an employee has been involved in an accident involving personal injury or property damage on the job, or at random providing that an employer may not require random testing of any one employee more than twice in any calendar year. Positive test results indicating the presence of non-prescribed marijuana, cocaine, opiates, amphetamines or phencyclidine in any quantity or blood alcohol of 10/100th of one percent or more by weight or failure to submit to the drug and alcohol screen test may result in disciplinary action up to and including dismissal.

In order to enforce this policy it may be necessary to require appropriate biological specimens from both job applicants and/or current employees. When this activity is required all testing will be conducted by a company approved medical testing laboratory that has been licensed by the state. The company will bear all cost for drug and alcohol testing of employees.

ARTICLE X

EMPLOYER - CONTRACTOR

Section 1 - Determination of Status of Contractor: A key officer employed by a company or corporation and a member of Local #18 MO may elect to pay his/her check off dues (Article VIII, Section 1) plus a flat fee of twenty-six dollars (\$26) per month with no benefit package. This flat fee may be increased upon written notice by the BAC Administrative District Council of Eastern Missouri. This will entitle that person to work with the tools. If however the company or corporation hires three or more members of Local #18 MO he/she must lay down the tools.

If he/she elects to pay into the benefit package he/she will pay a minimum of one hundred sixty (160) hours per month. He/she will then be allowed to work with the tools.

If he/she carries a Union Card he/she will be allowed to attend union meetings but by IU law will be restricted from holding office or having an individual vote.

Section 2 - Surety Bond: Any new contractor becoming a party to this Agreement after its effective date agrees that he/she will furnish the Union either with a bond, in which the employer is the principal and a qualified surety company is the surety, or a letter of credit from a bank guaranteeing the payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond or letter of credit. The amount of such bond or letter of credit shall be determined in advance at the sole discretion of the Union commensurate with the amount of the employer's anticipated payroll for employees, but in no case shall the amount of the bond or letter of credit be for less than \$10,000 and shall be secured and maintained for a period of one year. Any contractor failing to pay wages or fringe benefits at the proper time provided herein will secure and maintain such a surety bond or letter of credit.

Section 3 - Unemployment Compensation Insurance: By the execution of this Agreement the Employer hereby agrees that he/she shall be covered under the laws of the State of Missouri relating to unemployment compensation insurance and the Employer shall provide coverage for all employees covered by this Agreement. The Employer further agrees to post account numbers indicating such coverage with the Joint Arbitration Board.

Section 4 - Worker's Compensation Insurance: All employees employed by an Employer under this Agreement are to be protected by Worker's Compensation Insurance as required under the laws of the State in which said employees are employed. The Employer shall furnish to the Joint Arbitration Board 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 Worker's Compensation Insurance the Union is obligated to take economic action against said employer including but not limited to removal of employees from the job, strike, picket or any other lawful action. Before any work is undertaken by employees the above-mentioned certificate must be on file with the Joint Arbitration Board.

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

Section 5 - Uniformity of Operation: Any Employer operating in this jurisdiction shall work as provided in this Agreement and under which all other Employers, parties hereto now operate with this jurisdiction.

Section 6 - Most Favored Nation Clause: The Union agrees that if it should enter into an agreement covering work covered by this agreement which provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the marble, ceramic or quarry tile market or certain geographic areas, those same terms and conditions of employment will be made available to all Employers on the specified projects, particular segments of the market or in those geographic areas covered.

Section 7 - The provisions of Article X, Section 6 may, at the discretion of the Union, be suspended for a period not to exceed six (6) months for any newly organized Employer, but only with respect to work which that Employer has contracted before the effective date of its Memorandum of Understanding, and the exercise of this discretion shall not be deemed to violate Article X, Section 6.

Section 8 - References in Article X and Section 7 to specified conduct not violating the Most Favored Nation Clause shall be deemed also to mean that such conduct does not constitute providing wage rates or economic fringe benefits or work rules most favorable to such Employer that the Corresponding provisions of this Agreement.

ARTICLE XI

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, local union fringe benefits or other fund contributions that have been established through bonafide 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 a Joint Arbitration Board for determination or settlement. 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 - Joint Arbitration Board: This Joint Arbitration Board shall be composed of ten (10) members. Five (5) to be employers, signers of this Agreement and five (5) Union members to be appointed by the Director of the BAC Administrative District Council of Eastern Missouri. The employer members shall be selected by the employers at a meeting of their organization. Any decisions made by a majority vote of this committee shall be binding upon the parties' signatory to this Agreement.

Grievance Procedures are as follows:

No grievance shall be recognized unless it is called to the attention of the employer by the union or to the attention of the union by the employer within five (5) days after the alleged violation is committed or discovered.

Step 1: The employee and the employer try to settle the grievance. This attempt to settle shall be done within five (5) days excluding Saturday, Sunday and legal 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 and the employee and attempt to settle the grievance. They shall meet within three (3) days excluding Saturday, Sunday and legal holidays.

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

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

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

ARTICLE XII

PRESERVATION OF WORK

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

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

Section 3 - If, as a result of violations of this Article, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with Section 2 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE XIII

WAGES AND BENEFITS
TILE & MARBLE SETTERS
RATES OF PAY, WELFARE, PENSIONS

Section 1 - Tile & Marble Setters Rates of Pay

- (a) Effective July 3, 2019 through June 30, 2020, the total wage and fringe benefit package will be \$49.79, reflecting a \$1.32 per hour increase. Effective July 3, 2019, wages are \$32.47 per hour.
- (b) Effective July 1, 2020 - \$1.35 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (c) Effective July 7, 2021 - \$1.35 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (d) Effective July 6, 2022 - \$1.35 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (e) Effective July 5, 2023 - \$1.13 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (f) Effective July 3, 2024 - \$1.13 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (g) Whenever the Union's option is exercised herein, the Union shall notify the Employer of the breakdown between wages and fringe benefits no later than thirty (30) days preceding the effective date.
- (h) The Union shall have the option of allocating a portion of all of the increases in wage rates among various benefit funds specified in Article XIII beginning with the second year term of this Collective Bargaining Agreement. In addition the Union shall have the right during the term of this Agreement to reallocate monies from wages to one or more of the benefit funds and to reallocate monies between various benefit funds. The Employer shall be given at least sixty (60) days advance notice of any such reallocations.

Section 2 - Health & Welfare: The Employer shall contribute the amount of \$8.00 per hour for each hour worked by all Tile & Marble Setters including all apprentices per Section 5a of Article XIII as of July 3, 2019 into the Bricklayers & Allied Craftworkers International Health Fund. Employer accepts and agrees to be bound by the Trust Agreement of the Bricklayers & Allied Craftworkers International Health Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 3 - Local Pension Fund Tile & Marble Setter: The Employer shall make contributions in the amount of \$5.25 per hour for each hour worked by all Tile & Marble Setters including all apprentices per Section 5a of Article XIII into the Ceramic Tile & Marble Masons Pension Fund as of July 3, 2019. Employer accepts and agrees to be bound by the Trust Agreement of the Ceramic Tile & Marble Masons Pension Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due. Pension will be 10% of base wages on future increases rounded to nearest cent.

Section 4 - Bricklayers & Trowel Trades International Pension Fund: The Employer shall contribute the amount of \$1.70 per hour for each hour worked by all Tile & Marble Setters as of July 3, 2019 including all apprentices per Section 5a of Article XIII into the Bricklayers & Trowel Trades International Pension Fund. Additionally, the Employer shall contribute the amount of \$1.05 per hour for each hour worked by all Tile & Marble Setters as of July 3, 2019, including all apprentices per Section 5a of Article XIII, into the Bricklayers & Trowel Trades International Pension Fund Pension Protection Account (P.P.A.) Employer accepts and agrees to be bound by the Trust Agreement of the Bricklayers & Trowel Trades International Pension Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

Section 5a - Tile & Marble Setter Apprentice Program

The rates of pay for Setter Apprentice is as follows:

- a) 1st three months - 50% of journeyman wages (without Health & Welfare or Pension Contributions)
- b) 2nd three months - 55% of journeyman wages (with Health & Welfare and no Pension Contributions)
- c) 2nd six months - 65% of journeyman wages (with Health & Welfare and Pension Contributions)
- d) 3rd six months - 70% of journeyman wage (with Health & Welfare and Pension Contributions)
- e) 4th six months - 75% of journeyman wage (with Health & Welfare and Pension Contributions)
- f) 5th six months - 85% of journeyman wage (with Health & Welfare and Pension Contributions)
- g) 6th six months - 90% of journeyman wage (with Health & Welfare and Pension Contributions)

In all of the above categories all International & Local dues are to be withheld and all contributions to the Industry Advancement, International Masonry Institute and Apprentice Training Fund shall be paid per the Collective Bargaining Agreement.

Section 5b - Tile & Marble Setter Apprentices: Apprentices shall attend school 20 days per year, consisting of four separate sessions of five consecutive days. Classes shall be held

from 7:00 a.m. to 3:30 p.m. The Employer shall pay all fringe benefits required by Section 5a of Article XIII on behalf of each apprentice while attending school. The Employer shall also pay each apprentice \$50.00 for each day spent attending school. Apprentices are indentured to his or her Employer. The maximum ratio of apprentices to journeymen is three apprentices for every journeyman.

WAGES AND BENEFITS
TILE & MARBLE FINISHERS
RATES OF PAY, WELFARE, PENSIONS

Section 6 - Tile & Marble Finishers (Initiated after 8-1-89) Rates of Pay

- (a) Effective July 3, 2019 through June 30, 2020, the total wage and fringe benefit package will be \$43.20, reflecting a \$1.12 per hour increase. Effective July 3, 2019, wages are \$26.99 per hour.
- (b) Effective July 1, 2020 - \$1.15 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (c) Effective July 7, 2021 - \$1.15 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (d) Effective July 6, 2022 - \$1.15 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (e) Effective July 5, 2023 - \$0.97 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (f) Effective July 3, 2024 - \$0.97 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (g) Whenever the Union's option is exercised herein, the Union shall notify the Employer of the breakdown between wages and fringe benefits no later than thirty (30) days preceding the effective date.
- (h) The Union shall have the option of allocating a portion of all of the increases in wage rates among various benefit funds specified in Article XIII beginning with the second year term of this Collective Bargaining Agreement. In addition the Union shall have the right during the term of this Agreement to reallocate monies from wages to one or more of the benefit funds and to reallocate monies between various benefit funds. The Employer shall be given at least sixty (60) days advance notice of any such reallocations.

Section 7 - Tile & Marble Finishers (Grand Fathered) Rates of Pay

- (a) Effective July 3, 2019 through June 30, 2020, the total wage and fringe benefit package will be \$44.57, reflecting a \$1.12 per hour increase. Effective July 3, 2019, wages are \$28.34 per hour.
- (b) Effective July 1, 2020 - \$1.15 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (c) Effective July 7, 2021 - \$1.15 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (d) Effective July 6, 2022 - \$1.15 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (e) Effective July 5, 2023 - \$0.97 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (f) Effective July 3, 2024 - \$0.97 per hour wage increase. Said increase to be in wages or fringe benefits at the Union's option.
- (g) Whenever the Union's option is exercised herein, the Union shall notify the Employer of the breakdown between wages and fringe benefits no later than thirty (30) days preceding the effective date.
- (h) The Union shall have the option of allocating a portion of all of the increases in wage rates among various benefit funds specified in Article XIII beginning with the second year term of this Collective Bargaining Agreement. In addition the Union shall have the right during the term of this Agreement to reallocate monies from wages to one or more of the benefit funds and to reallocate monies between various benefit funds. The Employer shall be given at least sixty (60) days advance notice of any such reallocations.

Section 8 - Health & Welfare: The Employer shall contribute the amount of \$8.00 per hour for each hour worked by all Tile & Marble Finishers including all apprentices per Section 12b of Article XIII as of July 3, 2019 into the Bricklayers & Allied Craftworkers International Health Fund. Employer accepts and agrees to be bound by the Trust Agreement of the Bricklayers & Allied Craftworkers International Health Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 9a - Defined Benefit Local Pension Fund (Tile & Marble Finisher): The Employer shall make contributions in the amount of \$4.08 per hour for each hour worked by all Tile & Marble Finishers including all apprentices per Section 12b of Article XIII into the Tile & Marble Finishers Pension Fund as of July 3, 2019. Employer accepts and agrees to be bound by

the Trust Agreement of the Tile & Marble Finishers Pension Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 9b – Defined Contribution Local Pension Fund (Tile & Marble Finisher): The Employer shall make contributions in the amount of \$0.80 per hour for each hour worked by all Tile & Marble Finishers, including all apprentices per Section 12b of Article XIII, into the Ceramic Tile & Marble Masons Pension Fund. Employer accepts and agrees to be bound by the Trust Agreement of the Ceramic Tile & Marble Masons Pension Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein. All monies due to said Fund shall be paid on or before the 15th day of the month following the month for which said contributions are due.

Section 10 - Bricklayers & Trowel Trades International Pension Fund: The Employer shall contribute the amount of \$1.30 per hour for each hour worked by all Tile & Marble Finishers as of July 3, 2019 including all apprentices per Section 12b of Article XIII into the Bricklayers & Trowel Trades International Pension Fund. Additionally, the Employer shall contribute the amount of \$.80 per hour for each hour worked by all Tile & Marble Finishers as of July 3, 2019, including all apprentices per Section 12b of Article XIII, into the Bricklayers & Trowel Trades International Pension Fund Pension Protection Account (P.P.A.). Employer accepts and agrees to be bound by the Trust Agreement of the Bricklayers & Trowel Trades International Pension Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

Section 11 - Grandfather Clause protecting all finishers who were members before August 1, 1989. The “Grandfather” Finisher will get a percentage raise based on all new negotiations.

Section 12a - Finisher Apprentice: All new Finishers will go into an apprentice program. First year the apprentice will attend class. The remaining two years will be on the job training - no classes. At the end of three (3) years Finishers wages will be 85% of Setter’s wages. Apprentices shall attend school 20 days per year, consisting of four separate sessions of five consecutive days. Classes shall be held from 7:00 a.m. to 3:30 p.m. The Employer shall pay all fringe benefits required by Section 12b of Article XIII on behalf of each apprentice while attending school. The Employer shall also pay each apprentice \$50.00 for each day spent attending school. Apprentices are indentured to his or her Employer. The maximum ratio of apprentices to journeymen is three apprentices for every journeyman.

Section 12b - The Finisher Apprentice Program: The rates of pay for the Finisher’s Apprentice shall start at 50% of Journeyman Setters wages.

- 1st - 3 months - 50% No Health & Welfare or Pension
- 2nd - 3 months - 55% with Health & Welfare no Pension
- 2nd - 6 months - 60% with full Health & Welfare & Pension
- 3rd - 6 months - 65% with full Health & Welfare & Pension

4th - 6 months - 70% with full Health & Welfare & Pension
5th - 6 months - 75% with full Health & Welfare & Pension
6th - 6 months - 80% with full Health & Welfare & Pension

Section 13 - Apprentice Fund: The Employer shall contribute the amount of forty (.40) cents for each hour worked by each Tile & Marble Setter (including apprentices) and thirty-eight (.38) cents for each hour worked by each Tile & Marble Finisher (including apprentices) to the Tile & Marble Apprentice Fund. Employer accepts and agrees to be bound by the Trust Agreement of the Tile & Marble Apprentice Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

Section 13a - Apprentices: In order to train sufficient skilled setters and finishers for the industry, the necessity for employment of apprentices and/or improver apprentices is recognized and encouraged by parties to this agreement. It is agreed that the apprenticeship standards adopted by the local Joint Apprentice Committee are incorporated herein by reference as if fully set out.

Section 14 - Industry Advancement: All Contractors/employers signatory to this Agreement will contribute two (.02) cents per hour for each employee covered by this Agreement employed by the contractor/employer to a fund for industry advancement. All contractors signatory to this Agreement will be considered members in good standing of the Tile & Marble Contractors Association of Greater St. Louis and will be able to hold office and vote.

Section 15 - International Masonry Institute: The parties to this Agreement recognize the need for effective apprenticeship and training which must be met if the industry is to grow and prosper. The parties to this Agreement believe that the 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 July 3, 2019 the Employer agrees to contribute to the International Masonry Institute the amount of one percent (1%) of gross total package for each hour worked by each employee.

Section 16 - 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. Direct deposit shall be an acceptable form of transmitting wages. Pay shall be in lawful money 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 Company, the name of the employee and total number of both regular and overtime hours worked and upon request, copies will be supplied to the funds and/or the Union office by the Employer.

Section 17 - If the contractor/employer elects to mail the pay or utilize direct deposit; 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: AM and end at 4:30 PM on Saturday and Sunday. No claim will be allowed if the postmark on the letter containing the pay is Thursday PM before payday. If however, the employee is required to pick up his/her check from the shop on Saturday he/she will be paid an additional two (2) hours pay at base pay.

Section 18 - Contributions to the benefit funds provided for in Article XIII, payments to the Industry Advancement fund and International Masonry Institute set forth in Article XIII, and remittance of the checked-off dues to the Local Union and International Union as set forth in Article VIII will be made in the following manner: The Employer, in advance of the date on which such contributions, payments and checked-off dues remittances become due as stated herein, shall make payment of the amounts due through the BAC E-Remit electronic remittance system, using the International Union's depository bank (currently Comerica Bank).

Section 19 - Federal Wage Control: If Federal Wage Controls are imposed for the Tile & Marble section of the construction industry or the construction industry in general this local union shall therefore receive in addition to the wages and fringe benefit fund contributions provided for in this Agreement any amount previously eliminated by said Controls if wage controls were in effect less than one (1) year. If wage control is in effect for more than one (1) year then any wage increase during that one-year period would be waived. However, if that one (1) year period laps two raises, only the first raise would be waived.

Section 20 - Vacation Fund: The Employer agrees to pay the sum of \$0.40 per regular time hour and \$0.80 per hour of overtime on behalf of each employee covered by this Agreement, including apprentices, to Bricklayers & Allied Craftworkers International Health Fund for the purpose of providing vacation benefits. Employer accepts and agrees to be bound by the Trust Agreement of the Bricklayers & Allied Craftworkers International Health Fund, as it now exists and as hereafter amended. Said Agreement is incorporated herein by reference and made a part hereof as if fully set out herein.

ARTICLE XIV

NO DISCRIMINATION AND GENERAL UNDERSTANDING

Section 1 - No Discrimination: 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 bonafide occupational qualification or handicap is a bonafide occupational disqualification.

Section 2 - 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, forfeiture of Surety Bond and/or Letter of Credit or institution of Surety Bond and/or Letter of Credit, (Article X, Section 2) or any other lawful economic action

Section 3 - In the event the Joint Arbitration Board approves a different and more efficient method of processing the check-off and payments of contributions such shall be implemented and shall replace all existing methods in accordance with said Board's instructions.

Section 4 - Traveling Contractors: When the employer has any work specified in Article III of this Agreement to be performed outside of the area covered by this agreement and within the area covered by a standard Collective Bargaining Agreement of another affiliate the International Union of Bricklayers and Allied Craftworkers, the employer agrees to abide by the full terms and conditions of the standard Agreement in effect in the job site area with respect to all employees, wherever hired., who perform such work, except as provided in the next sentence of this paragraph. Employees covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Article XIII of this Agreement but in no case less than the established minimum wage scale of the local agreement covering the territory in which such work is being performed plus all contributions specified in the jobsite local Agreement. The Employer shall in all other matters be governed by the provisions established in the jobsite local Agreement. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Article III of this Agreement, the full terms and conditions of this Agreement shall apply.

Section 5 - Out-Of-Town Contractors: Securing work in the jurisdiction of Local #18 MO may send one key person to such work, (one Tile Setter, or one Marble Mason); in addition, the out-of-town contractor may also send one (1) key person as a Finisher. If additional Tile Setters, Marble Masons or Finishers are needed for the job they must come from Local #18 MO. If Local #18 MO has no members available for the job then the out-of-town contractors may bring in his/her employees from his/her home local. Local #18 MO must be notified forty-eight (48) hours in advance of start of job.

Section 6 - Technology: It is agreed: as new technology and tools are introduced to the jobsite, that the traditional roles of tile and marble setting and finishing as they exist in June 2019 shall guide the assignment of tasks involved with the new technology or tool.

ARTICLE XV

SEVERABILITY

Section 1 - Validity of Agreement: 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 JULY 1, 2019 through JULY 1, 2025

TILE & MARBLE
CONTRACTORS ASSOCIATION

BAC LOCAL #18 MO

ST. LOUIS & VICINITY

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

Name of Company: _____

Signature and Title: _____

Company Address: _____

Telephone: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the Union:

_____ Date _____

Brian Jennewein
Director
Bricklayers and Allied Craftworkers International Union of America,
Eastern Missouri Administrative District Council

For the Employer:

_____ Date _____

Name of Company _____

Signature and Title _____

Company Address _____

Telephone _____

Date _____