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2004 - 2008

COLLECTIVE BARGAINING

AGREEMENT

THIS AGREEMENT made and entered into, effective the fifth day of May, 2004 by and between the ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS, for and in behalf of their members who sign individual contracts, and for and in behalf of companies who have designated that Association as their collective bargaining agent, hereinafter referred to as the Employer and the CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS and VICINITY, an affiliate of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, hereinafter referred to as the Union.

For and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

ARTICLE 1

Recognition - Right to Hire

Recognition

Section 1.01 The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours, and other conditions of employment in the unit consisting of Carpenters and Joiners (subject, however, to compliance by the Union, if legally required, with the Labor-Management Relations Act of 1947, as amended) who are employed by the Employer on its work located in the City and County of St. Louis, State of Missouri, and in the Missouri counties of St. Charles, Jefferson, Franklin, Lincoln, Warren, Iron, Madison, Reynolds, St. Francois and Washington and on work as specified, in counties as provided in Article 2 hereof.

Reference to employees in this Agreement shall mean employees of the unit above described.

Right to Hire

Section 1.02 The Employer reserves and shall have the right to accept or reject, to employ or not to employ any employee or to discharge any employee who has been accepted, but who subsequently proves unsatisfactory to the Employer. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, or national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans with handicaps or disabilities.

The Employer shall be the sole judge of and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools or appliances provided such machinery, tools and appliances are properly maintained in accordance with nationally recognized safety standards.

may 5, 2004 - may 5, 2008

Section 1.03 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.

The Employer shall also have discretion to require its employees covered by the Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

Out of Town Contractors

Section 1.04 Employers domiciled out of the territorial jurisdiction of the Carpenters' District Council of Greater St. Louis and Vicinity will, before commencing work covered in this Labor/Management Agreement, discuss with the St. Louis Carpenters' District Council the need and amount of carpenter mechanics, foremen and stewards for the start-up crew and the need and amount of mechanics to complete the job including the winding down crew. The Union, in turn, agrees to furnish such skilled mechanics, foremen and stewards from a referral list maintained by the Carpenters' District Council of Greater St. Louis office on a non-discriminatory basis. If Employers who are not domiciled out of the territorial jurisdiction of the Carpenters' District Council of Greater St. Louis and Vicinity request referral of skilled mechanics, foremen and stewards the Union shall refer such skilled mechanics, foremen and stewards from said referral list on a non-discriminatory basis.

This section of the Agreement does not, however, prevent an out of town employer from selecting his own Project Manager or Superintendent.

Job Labor Standards and Job Security

Section 1.05 Nothing contained in this agreement shall be construed to prevent the right of the Employer to subcontract all or any part of work awarded to it, if however, the Employer elects to subcontract out all or any part of its on-site work covered by this agreement, then in that event, the Employer shall make adequate provisions in the contract, agreement or understanding with the subcontractor to observe the working rules set forth in this agreement and to pay to, and provide for, its employees so engaged wages and fringe benefits no less than those specified in this agreement, in the performance of the subcontract.

No contractor signatory to this Agreement shall loan out general foremen, foremen, journeymen carpenters, or apprentices to an out of town contractor performing work in the jurisdictional area covered by this Agreement, without prior mutual agreement between the District Council and the contractor involved.

The contractor shall make available to the Carpenters' District Council upon written request and at Council cost, plans and specifications.

Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portion of the work, if any, he may perform with his own employees or may subcontract to others.

ARTICLE 2

Area Limits

Section 2.01 With respect to Employers who sign this Agreement only for work in St. Louis City and County, as shown on the individual signature sheets executed by such Employers, this Agreement shall apply to all employment of employees covered hereunder on building, heavy and highway construction job sites located in St. Louis City and County, and not elsewhere.

With respect to Employers who sign this Agreement for work in some or all of the Missouri counties of St. Charles, Jefferson, Franklin, Lincoln, Warren, Iron, Madison, Reynolds, St. Francois and Washington, as shown on the individual signature sheets executed by such Employers, this Agreement shall apply to all employment of employees covered hereunder on building construction job sites located in the counties so designated on the Employer's signature sheet.

Section 2.02 If the Union enters into any agreement with any Employer for work in areas covered by this Agreement, upon more favorable terms to such other Employer than are embodied in this Agreement, and if such more favorable terms are allowed to continue in effect, such more favorable terms shall be made immediately available to the Employers signatory to this Agreement.

Section 2.03 The Union agrees that any Employer who is a party to this Agreement shall have the privilege of operating outside of St. Louis and St. Louis County under existing agreements or extensions thereof in the territorial jurisdiction of the Union. Employers party to agreements between the Union and the Associated General Contractors of Missouri shall operate in St. Louis City and County under this St. Louis Agreement.

ARTICLE 3

Intent and Purpose

Section 3.01 It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

Section 3.02 It is the intent of the parties hereto that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates of pay, wages, hours, working conditions and adjustments of grievances.

ARTICLE 4

Union Security

Section 4.01 All Employees covered by the Agreements shall, as a condition of employment, obtain and maintain membership in the Union on or after the eighth day following the beginning of their employment or the execution date of this Agreement, whichever is later. Membership means that an employee is obligated and required to tender dues and initiation fees uniformly required, or in the event the employee objects then membership shall mean the obligation to pay periodic dues and initiation fees related to representational costs.

Section 4.02 The Employer shall not be required to discharge any employee for non-compliance with this Article until such time as such employee is replaced by a qualified

employee, and if the Union requests the discharge of any employee for non-compliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union.

Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner that either the Employer or the Union would be privileged to seek different provisions relating to Union security, then in such event this Agreement may be reopened at the option of either the Employer or the Union for renegotiation of the question of Union security, but shall not be reopened on any other question except as hereinafter provided. If either the Employer or the Union desires to exercise such option under such circumstances, they shall give the other party fifteen (15) days prior notice of their intention to do so, and should the Union exercise said option it shall be free to strike in support of the same, and anything to the contrary in this Agreement notwithstanding.

ARTICLE 5

WAGES AND FRINGES

Section 5.01 The straight time hourly rate of pay or wage scale for Carpenters employed by the Employer covered hereunder on jobs in the areas, as indicated, shall be as follows:

AREA 1: (City of St. Louis, St. Louis and St. Charles Counties)

	<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>CTAF</u>	<u>JTF</u>	<u>IHSTF</u>	<u>WAGES AND FRINGES</u>
May-5, 2004	\$29.28*	\$ 4.45	\$ 3.25	\$.15	\$.35	\$.02	\$37.50

Effective May 4, 2005 - \$1.04 increase in wages or fringes at Union's option.

Effective May 3, 2006 - \$1.25 increase in wages or fringes at Union's option.

Effective May 2, 2007 - \$1.25 increase in wages or fringes at Union's option.

*Includes one dollar and eighty cents (\$1.80) per hour vacation E-Stamp in lieu of cash.

Foreman: One dollar fifty cents (\$1.50) per hour above journeyman rate.

General Foreman: Two dollars (\$2.00) per hour above journeyman rate.

Contract Expires: May 5, 2008

AREA 2: (Jefferson, Franklin, Lincoln and Warren Counties)

Projects over \$1 million - same as Area 1

Projects under \$1 million

	<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>CTAF</u>	<u>JTF</u>	<u>IHSTF</u>	<u>WAGES AND FRINGES</u>
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May 5, 2004 \$24.19* \$ 4.45 \$ 3.25 \$.15 \$.35 \$.02 \$32.41

Effective May 4, 2005 - \$1.04 increase in wages or fringes at Union's option.
 Effective May 3, 2006 - \$1.25 increase in wages or fringes at Union's option.
 Effective May 2, 2007 - \$1.25 increase in wages or fringes at Union's option.

*Includes one dollar and eighty cents (\$1.80) per hour vacation E-Stamp in lieu of cash.

Foreman: One dollar fifty cents (\$1.50) per hour above journeyman rate.

General Foreman: Two dollars (\$2.00) per hour above journeyman rate.

Contract Expires: May 5, 2008

AREA 3: (Iron, Reynolds, St. Francois, Washington, and Madison Counties)

Projects over \$1 million

	<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>CTAF</u>	<u>JTF</u>	<u>IHSTF</u>	<u>WAGES AND FRINGES</u>
May 5, 2004	\$25.71*	\$ 4.45	\$ 3.25	\$.15	\$.35	\$.02	\$33.93

Effective May 4, 2005 - \$1.04 increase in wages or fringes at Union's option.
 Effective May 3, 2006 - \$1.25 increase in wages or fringes at Union's option.
 Effective May 2, 2007 - \$1.25 increase in wages or fringes at Union's option.

*Includes one dollar and eighty cents (\$1.80) per hour vacation E-Stamp in lieu of cash.

Projects under \$1 million

	<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>CTAF</u>	<u>JTF</u>	<u>IHSTF</u>	<u>WAGES AND FRINGES</u>
May 5, 2004	\$23.94*	\$ 4.45	\$ 3.25	\$.15	\$.35	\$.02	\$32.16

Effective May 4, 2005 - \$1.04 increase in wages or fringes at Union's option.
 Effective May 3, 2006 - \$1.25 increase in wages or fringes at Union's option.
 Effective May 2, 2007 - \$1.25 increase in wages or fringes at Union's option.

*Includes one dollar and eighty cents (\$1.80) per hour vacation E-Stamp in lieu of cash.

Foreman: One dollar fifty cents (\$1.50) per hour above journeyman rate.

General Foreman: Two dollars (\$2.00) per hour above journeyman rate.

Contract Expires: May 5, 2008

All millwright work in Area 2 and Area 3 shall be done at Area 1 rates.

WAGE AND FRINGE BENEFIT INCREASES EFFECTIVE MAY 5, 2004

ALL APPRENTICES, RESIDENTIAL AND COMMERCIAL

<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>CTAF</u>	<u>JTF</u>	<u>IHSTF TOTAL</u>	
1 st term-\$13.55*	\$ 1.50	\$.15	\$.35	\$.02	\$15.57
2 nd term-\$14.81*	\$ 1.50	\$.15	\$.35	\$.02	\$16.83
3 rd term-\$16.08*	\$ 2.00	\$.15	\$.35	\$.02	\$18.60
4 th term-\$17.36*	\$ 2.00	\$.15	\$.35	\$.02	\$19.88

*NO DEDUCTION FROM APPRENTICE NET PAY

<u>WAGES</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>CTAF</u>	<u>JTF</u>	<u>IHSTF TOTAL</u>	
5 th term-\$19.13***	\$ 4.45	\$3.25	\$.15	\$.35	\$.02	\$27.35
6 th term-\$20.41***	\$ 4.45	\$3.25	\$.15	\$.35	\$.02	\$28.63
7 th term-\$21.68***	\$ 4.45	\$3.25	\$.15	\$.35	\$.02	\$29.90
8 th term-\$22.96***	\$ 4.45	\$3.25	\$.15	\$.35	\$.02	\$31.18

***Includes one dollar seventy cents (\$1.70) per hour vacation E-Stamp in lieu of cash.

PRE-BID CONFERENCE

Section 5.02 In the Missouri Counties of Iron, Madison, Reynolds, St. Francois, Washington, Lincoln, and Warren where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement at the request of either the Union or the Association, the parties agree to hold a pre-bid conference prior to bidding. Contractors signatory to this Agreement shall notify the Association of their desire for a pre-bid conference. Such request for pre-bid conference shall be made through the Association. The Association shall present its proposals for relief to the Union which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory contractors bidding on that same job shall be given the same relief.

APPRENTICESHIP PROGRAM

Section 5.03 The Carpenters Apprenticeship Training Standards Agreement as jointly developed by the Associated General Contractors of St. Louis, Missouri, the Home Builders Association of Greater St. Louis and the St. Louis District Council of the United Brotherhood of Carpenters and Joiners of America, and registered and approved by the Bureau of Apprenticeship and Training of the U. S. Department of Labor under Registration No. 9545 and all subsequent Amendments thereto, shall be deemed, and is made, a part of this Agreement and the Employer and the Union agree to be bound by the terms and provisions thereof. The Joint Apprenticeship Committee referred to herein, shall mean the Joint Apprenticeship Committee established under said Carpenters Apprenticeship Training Standards Agreement.

Apprentices enrolled pursuant to such Training Standards and Agreement shall be indentured to the Joint Apprenticeship Committee.

Satisfactory progress as determined solely by the Joint Apprenticeship Committee shall be required for apprentices to be advanced or promoted in the program thereunder and to the wage

schedule set forth herein. Apprentices who, in the Joint Apprenticeship Committee's judgment, meet such requirement shall be eligible for and paid the rate provided in the apprentice wage schedule for the respective progression period.

In consideration of the Employer funding the apprenticeship program as hereinafter provided in Section 5.09 hereof, apprentices shall not be paid wages by the Employer, nor shall the Employer be required to make contributions for them for pensions, welfare or vacation and holiday benefits for time spent in attending school when assigned to full-time classes at the apprenticeship school. No time spent in such school shall be considered as time worked by the apprentice for an Employer.

Apprentices attending school, however, shall receive such educational assistance grant or stipend from the Carpenters' Joint Training Fund, including provision for maintenance of such apprentice's eligibility for welfare benefits during school attendance, as shall be agreed upon by the Joint Apprenticeship Committee.

An Employer shall be authorized to employ such number of apprentices on each of said Employer's jobs or projects or portions thereof at any given time during the course of such job or project and from time to time as shall be determined by the Joint Apprenticeship Committee within its sole and absolute discretion provided that, in the judgment of the Committee, the Employer has the capacity to train apprentices. In so determining the number of apprentices that an Employer may hire, the Committee shall not consider or employ a ratio predicated upon the relative numbers of apprentices and journeymen employed either by the individual Employer throughout its entire operations or by the construction industry or any segment thereof, whether coextensive with, less than, or greater than the local labor market.

Carpenters International Training Fund--CITF

Section 5.04 In addition to the per hour wage rate, the Employer shall contribute two cents (.02¢) per hour for each actual hour worked to the Carpenters International Training Fund (CITF) .

The Employer shall pay the CITF contribution when E-stamps are purchased.

The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended applicable to the respective UBC trust fund described above.

On request, each Employer and/or Union shall receive a copy of the fund's annual report..

Section 5.05 E-Stamp Plan: Employers obligated for Vacation, Welfare and Pension contributions shall pay these benefits pursuant to the "E-Stamp" program established and administered by the Carpenters' Vacation Trust Fund of St. Louis. Employers shall furnish, at the time of purchase, such hours reports and other information as is required by the E-Stamp program to enable contributions to be credited electronically to employees' accounts, and shall abide by such rules and regulations as may now or hereafter be established for operation of the E-Stamp program.

All contributions due on account of hours worked during each pay week shall be purchased in the E-Stamp program, with accompanying reports, not later than the Employer's payday for that pay week.

Section 5.06 Vacation and Holiday Fund: The per hour wage rate for Carpenters will include vacation and holiday payment at one dollar eighty cents (\$1.80) per hour to be paid as outlined in Section 5.05. This does not apply to 1st, 2nd, 3rd and 4th term apprentices.

The reporting, payment and administration of such vacation and holiday payment shall be governed by the terms of the trust agreement creating the CARPENTERS' VACATION AND HOLIDAY FUND OF ST. LOUIS.

When an employee works overtime, he shall receive an additional E-stamp equal to the vacation and holiday part of his wages for each overtime hour worked or majority fraction thereof as explained in Section 5.05.

Upon thirty (30) days prior written notice by the Union to the Employer, the Union may increase the amount of the hourly Vacation and Holiday pay not more than once in each calendar year.

Section 5.07 Welfare: Effective May 5, 2004, in addition to the per hour wage rate the Employer will contribute four dollars and forty-five cents (\$4.45) per hour for each actual hour worked by each employee covered by this Agreement to the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS.

This contribution amount does not apply to 1st, 2nd, 3rd or 4th term apprentices. For 1st and 2nd term apprentices, the Employer shall make a one dollar fifty cents (\$1.50) contribution; for 3rd and 4th term apprentices, the Employer will make a two dollar (\$2.00) contribution.

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

When an employee works overtime, he shall receive an additional E-stamp equivalent to the Health and Welfare portion of the E-Stamp for each overtime hour worked or major fraction thereof as explained in Section 5.05.

Section 5.08 Pension Fund: Effective May 5, 2004, in addition to the per hour wage rate and contribution to the Welfare Fund, the Employer shall contribute three dollars and twenty-five cents (\$3.25) per hour for each actual hour worked to the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS. A Pension contribution shall not be made on hours worked by 1st, 2nd, 3rd and 4th term apprentices.

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

When an employee works overtime he shall receive an additional E-stamp equivalent to the pension portion of the E-Stamp for each overtime hour worked or major fraction thereof as explained in Section 5.05.

In the event that during the term of this Agreement the Carpenters' Pension Trust Fund of St. Louis shall lose its status as a qualified Pension Plan. Under the Internal Revenue Code, or in the event the contributions hereby required thereto otherwise become nondeductible by the Employer for its income tax determination, then Employer's obligation for further contributions to said Trust and Plan shall cease and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this contract, unless, and until, said Trust and Plan again become a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated

and made operative between the parties to this contract, in either which event the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed one hundred twenty (120) days, in which to remove the disqualification and obtain either a temporary or a permanent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said one hundred twenty (120) days to obtain such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account to be maintained by Mercantile Bank and Trust Company, said escrowed funds, less any escrowee costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification, or if not removed within said one hundred twenty (120) day period then to the employees for whose account contributed as wages.

ST. LOUIS CONSTRUCTION TRAINING AND ADVANCEMENT FOUNDATION

Section 5.09 CTAF: In addition to the per hour wage rate, the Employer shall contribute fifteen cents (15¢) per hour for each actual hour worked by each employee covered by this Agreement to the ST. LOUIS CONSTRUCTION TRAINING AND ADVANCEMENT FOUNDATION (CTAF). The Employer shall pay the CTAF contribution with E-Stamps.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement under which the CTAF is established and maintained.

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

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

The foregoing Advancement Fund provisions for contributions shall remain in effect until May 1, 2009, and is not subject to renegotiation except by mutual consent.

Section 5.09A. JTF: In addition to the per hour wage rate, the Employer shall contribute thirty-five cents (35¢) per hour for each actual hour worked by each employee covered by this Agreement to the CARPENTERS' JOINT TRAINING FUND OF ST. LOUIS (JTF). The Employer shall pay the JTF contribution with E-Stamps.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement under which the JTF is established and administered.

DELINQUENCY PENALTIES

Section 5.10 In the event the Employer fails to make prompt and timely reports or payment of contributions due for all hours worked to Carpenters' Vacation and Holiday, Pension, and Health and Welfare Funds of St. Louis and to the St. Louis Construction Training and Advancement Foundation, the Union, following seventy-two (72) hours' written notice to such delinquent Employer and to the

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

The principal amount due together with liquidated damages shall bear interest at the rate of 10% per annum from the time that they were due and payable. The parties agree to this determination of the liquidated damage amount as a fair and accurate estimate of additional administrative expenses, separate and apart from, and in addition to, the attorneys' fees and court costs above described, the actual amount of said additional administrative expenses being difficult if not impossible to ascertain. It shall be the duty of each Employer to provide weekly electronic reports to the Benefit Plan Office. The Employer agrees to maintain and make available to the Trustees, upon the request of the Trustees, for inspection and verification, all relevant payroll records covering employees. The Trustees may direct that an audit be conducted on all relevant employee records by a Certified Public Accountant selected by the Trustees in order to determine the accuracy of Employer payments. Such inspections and audits may not be required of any individual Employer more often than once every three years unless the Trustees have reasonable cause to believe that the Employer has not made proper and timely reports or contributions as required herein. If upon the completion of this examination, such accountant finds the Employer has underpaid by as much as ten percent (10%) of the amounts due, then the charges of the accountant for his service, as well as the shortages, shall be paid by the Employer. If the Employer refuses to pay the amount determined to be due and owing by the Trustees' appointed accountant, or refuses to permit examination of his records by this accountant, then the Employer, if found delinquent, shall be liable also for attorneys' fees, court costs, and liquidated damages as described in the preceding paragraph. If the examination by the accountant reveals that the Employer has underpaid by less than ten percent (10%) of the amounts due, then the charges of the accountant for his services shall be paid by the Funds, but the Employer shall nevertheless be liable for the delinquency.

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

Surety Bond and Insurance

Section 5.11 The Employer shall secure and maintain surety bond in the minimum amount of \$25,000.00 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount.

The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by Missouri state law.

The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section and the party in error shall pay for any expenses incurred.

Section 5.12 Smokestacks: When working on a smokestack only, and one which is constructed on its own foundation, the rate for employees shall be as follows:

- Base of chimney column to 25 feet
- 25¢ per hour over the base rate of pay
- From 25 feet to 50 feet
- 50¢ per hour over the base rate of pay
- From 50 feet to 75 feet
- 75¢ per hour over the base rate of pay
- From 75 feet to 100 feet
- \$1.00 per hour over the base rate of pay
- From 100 feet to 150 feet
- \$1.25 per hour over the base rate of pay
- From 150 feet to 200 feet
- \$1.50 per hour over the base rate of pay
- From 200 feet to 250 feet
- \$1.75 per hour over the base rate of pay
- 250 feet or higher
- \$2.00 per hour over the base rate of pay

Section 5.13 Lay Out Work: When working under a foreman as a layout man, and laying out work for other men than himself, a Journeyman Carpenter shall be paid twenty-five cents (25¢) per hour more than the Journeyman's rate. Any Journeyman assisting as a layout man shall receive the Journeyman's rate.

When a Carpenter is doing layout for his own individual work, he shall not be classed as a Layout Man.

Layout of project, other than for form work, and checking all layout may be performed by engineer (scholastic or professional).

Section 5.14 When a Carpenter or Millwright works in a composite crew with any of the five other basic trades which has a collective bargaining agreement with the Associated General Contractors of St. Louis, his rate of pay including fringes for work in the composite crew shall not be less than any of the other basic trades in the composite crew doing similar work.

Section 5.15 Payday: Employer shall pay wages and fringe benefit stamps due on the job every Friday at or before one (1) hour prior to quitting time unless unavoidable circumstances exist, in currency or by payroll check for the workweek ending at quitting time Tuesday night prior to payday, and if the men are not paid as herein specified, the Employer shall be charged waiting time at straight time, beginning at quitting time Friday, and no work shall be done for said Employer until the payment is made.

In the event of inclement weather on payday and there will be no work for the day, Employer shall pay on the job no later than 10:00 a.m.

If a holiday falls on Friday, the Employer shall pay wages and fringe benefits on the preceding Thursday at least one hour before quitting time.

When employees are discharged, they shall be paid immediately, and if required to go to some other point or to the office of the Employer, employees shall be paid for the time required going to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them. If the employee's check is postmarked later than 24 hours past the scheduled payday, the Employer shall pay the employee two (2) hours pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of scheduled payday to receive the penalty payment. If an Employer's check to an employee is returned for insufficient funds, the Employer will be forced to pay in cash or cashiers check and pay any bank charges incurred by employee whose personal checks were written with insufficient funds.

When employees are laid off, the Employer shall have the option of paying the employee off that day or sending their paycheck postmarked no later than the day following day of layoff. If the employee's check is postmarked later than the day following the day of layoff, the Employer shall pay the employee two (2) hours pay at the straight time rate per day of delay, provided the employee must notify the Employer of the failure to receive the check no later than five (5) days after the day of layoff to receive the penalty payment.

If the Employer fails to comply with above provisions more than two times, then the third time ~~will be cause for the contractor to revert to layoff is pay off for the remainder of this contract.~~ The Union shall notify the Employer, with copy to the appropriate association when such provision is invoked.

Upon approval of the employee wages due workers may be paid by direct deposit to the employee's account.

Section 5.16 Statement of Support For the Guard and Reserve: We recognize the National Guard and Reserve as essential to the strength of our nation and the maintenance of world peace. They require and deserve the interest and support of the American business community, as well as every segment of our society.

In the highest American tradition, these Guard and Reserve forces are manned by civilians. Their voluntary service takes them from their homes, their families and their occupations. On weekends, and at other times, they train to prepare themselves to answer their country's call to active service in the United States armed forces.

If these volunteer forces are to continue to serve our nation, a broader public understanding is required of the total force policy of national security - - and the essential role of the Guard and Reserve within it.

The Guard and Reserve need the patriotic cooperation of American employers in facilitating the participation of their eligible employees in Guard and Reserve programs, without impediment of penalty.

We therefore join other members of the American business community in agreement that:

1. Our employees' job and career opportunities will not be limited or reduced because of their service in the Guard or Reserve;
2. Our employees will be granted leaves of absence for military training in the Guard or Reserve;
3. This agreement and the resultant company policies will be made known throughout the organization and announced in company publications and through other existing means of communication.

Section 5.17 Composite Crew: When requested by the Employer, the Union shall meet and confer with other trades on composite crew work.

ARTICLE 6

Crew Size

Section 6.01 The crew size shall be any number of craft workers and supervision (general foreman/foremen) required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

Section 6.02 (FOREMAN/GENERAL FOREMAN) When two or more men are employed on a job, once shall be a foreman and receive a foreman's pay.

A foreman cannot supervise millwrights and/or carpenters and /or pile drivers on the same or different jobs at the same time.

When two or more foremen are employed on a job, one shall be classed as a general foreman. All other carpenter foremen on the job shall be subordinate to this general foreman.

Appointment as general foreman shall not relieve employee of the duties as a foreman.

When not more than two foremen are on the job and the superintendent is a carpenter, a general foreman will not be needed.

ARTICLE 7

Working Rules - Hours of Work

Section 7.01 The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force

at various times within the prescribed hours. Change in starting time to require 48 hours notification to employees.

Employees shall be prepared to work at the designated starting time and shall remain at their place during working hours until the designated quitting time. Where the employees' place of work requires Employer-furnished transportation, the employees shall be transported one way on the employees' time and the other way on the Employer's time. On projects where there is a significant amount of such transportation time, the Union agrees to negotiate this matter on a pre-bid basis.

Projects That Cannot Be Performed During Regular Workday: Notification prior to starting date must be made to Carpenters' District Council. On heavy highway work or if required by owner the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) for the first eight hours worked. Any hours worked in excess of eight hours shall be paid at the applicable overtime rate plus the two dollars and fifty cents (\$2.50) per hour premium.

Emergency Call-In: When employees are called to work outside their regular workday for emergency work, they shall be paid a minimum of four (4) hours pay at the applicable overtime rate.

Emergency work is defined as non-scheduled work requiring urgent response.

Work started on Saturday overtime stays at that rate until complete (or crew change).

Work started on Sunday overtime stays at that rate until complete (or crew change).

Four 10-Hour Days

The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. Forty hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. The Union will be advised of the starting time. Fridays can be worked in lieu of holidays at employee's option.

When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project.

Employees must be notified not later than Wednesday at quitting time prior to the Monday of the four ten-hour workweek.

Section 7.02 Lunch Period and Quitting Time: If start of lunch period is delayed beyond 12:30 p.m., employees whose lunch period is so postponed shall be paid the straight time rate for such lunch period.

Sufficient time, but no more than such time as necessary, shall be allowed for employees on jobs to gather tools and reach tool shed by quitting time.

The time allowed for gathering tools and reaching tool shed by quitting time at Noon and at 4:30 p.m. is to be agreed upon by the Employer and the Steward or Business Representative.

Section 7.03 Suppertime: Employees are to be allowed one-half (1/2) hour for supper with pay at the overtime rate if they work two (2) hours overtime after the end of their regular workday and if they are to continue to work after ten (10) hours when working eight (8) hour days. When working ten (10) hour days, employees are to be allowed one-half (1/2) hour supper if they are to continue work after ten (10) hours. In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime provided they are to continue working after such additional mealtime.

Where possible employees shall arrange to eat alternately to permit work to proceed continuously, but this shall not be construed to deprive an employee of mealtime privilege and payment.

Section 7.04 Holidays and Overtime: Time and one-half shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday.

Double time shall be paid for all time worked on Sunday, New Year's Day, Memorial Day, Thanksgiving Day, and Veterans Day.

No work shall be done on Christmas Day, Fourth of July or Labor Day.

When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday.

If holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

We agree to observe these holidays on the day that the Building Trades establishes observance for all trades, normally observed by Federal Government regulations.

Section 7.05 When overtime is necessary, all men on the job shall be allowed to work such overtime or if this is not practical, then men required for overtime shall be changed each day, so that such overtime shall be distributed equally among all the men on the job. No men shall be transferred to an overtime job unless all employees already on said job have been or are given overtime. The Employer shall determine the number of employees needed on such overtime.

Section 7.06 No work shall be done between scheduled work day on Friday and scheduled starting time on Monday, except to preserve life or property, in which event an official numbered permit must be obtained from the Executive Secretary-Treasurer's office by a telephone call from the Steward on the job giving the job location, foreman and the number of employees working overtime.

Section 7.07 Call In Pay and Reporting for Work: When an employee reports for work he shall be given at least four (4) hours work or he shall be given four (4) hours straight time pay in addition to any wages previously due him, provided he arrives at the time specified and provided

further that he is not prevented from working by failure of other craftsmen to appear, failure to receive material or on account of weather or other conditions beyond the control of the Employer. In such event the employee shall receive pay for hours actually worked, morning or afternoon.

When the employee is unable to work because of weather and is instructed by the Employer, or his representative, at 8:00 a.m. or other agreed starting time to remain on the job, then the employee shall be paid at the regular applicable rate of pay for such time until he is released or he is ordered to work. If told to wait, a minimum time of one (1) hour shall be paid.

Section 7.08 Layoff: In case of layoff, the Employer shall give due consideration to recalling the men laid off before others are employed to replace them on that job.

Employee shall be given one (1) hour advance notice of such layoff or discharge. In the event such one (1) hour notice is not given the employee shall receive one (1) hour additional pay from the time of such delayed notice. This shall not apply, however, when a layoff is temporary and the employee is worked on the next working day.

If such notice is given after quitting time, show up will be paid. All permanent termination shall be at the job site.

Section 7.09 Miscellaneous Working Rules: When all employees are not able to start work because of job conditions, the Employer shall place first at work those who have their tools on the job.

An employee shall not be on the job where he is employed more than thirty (30) minutes before starting time.

If an employee moves tools during the regular workday, he shall be paid straight time. If tools are moved from one job to another at the end of the day, the employee shall not be paid.

When all carpenter employees are not able to start work because of job conditions, the foreman and the Union steward shall be the first placed on the job.

Section 7.10 Tool Storage and Loss: The Employer shall provide a reasonably secure shed or suitable place for the storage of the Carpenters' tools and clothing with a heating stove during the winter season for Carpenters (on buildings ten stories high or over, a shed must be provided on every fifth floor). A complaint by the steward with reference to such storage space shall be investigated by representatives of the parties hereto.

Should tools in such storage space be stolen by forcible entry or destroyed by fire or other accidental means on the job, then such Employer shall pay the actual cost of tools.

The Employer's liability shall be for actual loss and limited to \$350.00 for rough Carpenter tools and to \$500.00 for finish Carpenter tools.

In order for Employer to be liable for loss, employee shall have submitted a list of tools in his box at time of employment. The Employer shall supply necessary forms to the employee to notify the Employer of any update on new tools brought on the job and both the employee and the Employer representative shall sign in duplicate with both parties keeping a copy.

Section 7.11 Transportation and Transferring: When men are transferred from job to job during their regular working hours, they shall receive pay for their time.

When an employee is sent out of the jurisdiction of this contract by the Employer, he shall receive either the wage rate in that locality, or the rate provided in this Agreement, whichever is higher, plus all agreed expenses. He shall be paid the straight time hourly rate to and from the job when using the mode of transportation specified by the Employer. Should the employee choose a different mode of transportation than that specified he shall be paid only for the estimated time of travel as prescribed by the Employer.

When an employee is required by the Employer to drive a service truck from the shop to the job before starting time, his time shall begin from the time he leaves the shop.

Section 7.12 Shift Work: Shifts may be established when considered necessary by the Employer.

A. Shift hours and rates will be as follows:

First Shift: Eight (8) hours plus one-half (1/2) hour for lunch

Second Shift: Eight (8) hours plus one-half (1/2) hour for lunch

Third Shift: Eight (8) hours plus one-half (1/2) hour for lunch

B. Shifts shall be established for a minimum of three (3) consecutive workdays.

C. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours.

D. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollars and fifty cents (\$2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus three dollars and fifty cents (\$3.50) per hour premium for eight (8) hours work.

Payment for shift work shall be determined by when an employee first begins his shift operation i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time, the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one half, the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominately during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

E. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate.

Section 7.13 Stewards: There shall be one (1) steward on each contractor's job or shift. The parties agree to encourage stewards to complete a first aid course as offered by the American Red Cross or equivalent. The steward shall take care of all injured employees and accompany them to their homes, doctor's office or hospital without losing any pay or having any deduction therefor.

Employer agrees that any employee who is injured on the job shall be given first aid treatment at the job, and if necessary be transported to a hospital or doctor's office for further treatment. Employee shall be required to accept such medical attention if the Employer deems it necessary.

On the day of an injury resulting from a job site accident, the employee shall not suffer any loss for time spent receiving medical attention or, if the attending physician will not permit his return to work, for the remainder of the shift. On one (1) additional day subsequent to the accident, the employee shall not suffer any loss for time spent receiving further medical treatment provided that the doctor requires a return visit during working hours. Employee will request a written memorandum from doctor verifying time of treatment.

When two (2) or more men start a job, one (1) shall act as steward subject to approval by the Union. No employee shall so serve on two (2) consecutive jobs for the same Employer. Said steward shall not be laid off or discharged until the completion of carpenter work on the job or completion temporarily of any phase of carpenter work on the job except with the approval of the Union, provided that proven incompetence in workmanship shall be a valid ground for discharge. However, if the Employer's job work force is reduced to the Foreman and the Steward, the Employer may layoff the Steward prior to laying off his Foreman.

When working shifts and shift work ceases, the steward first appointed shall remain on the job until the same is complete.

Visiting Jobs: It is further agreed that duly authorized representatives of the Union carrying proper credentials shall be allowed to visit job sites during working hours after first notifying an on site representative of the Employer to interview the Employer or employees but in no way shall hinder the progress on the job. Employers will make all reasonable arrangements for such access to the job sites including restricted areas wherever possible.

Section 7.14 Vacation: An employee may upon three (3) weeks prior notice to the Employer, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he is employed, without jeopardizing future employment on that job, provided, however, that the work on the job is in progress on his return and that no more than one (1) employee on such a job shall be on vacation leave at any one time, without agreement to that effect with the Employer.

Section 7.15 Furnishing Supplies, Etc.: Employer shall furnish ice water for drinking purposes for Carpenters, when the season of the year justifies and raincoats, boots and rain hats for all carpentry work, welding hoods, welding gloves, sleeves and welding or cutting goggles.

Employee who checks out tool will exercise proper care of tool while in his possession to prevent loss or theft.

Employees will furnish white carpenter or millwright overalls or pile driver overalls and items of safety apparel such as hard hats, suitable substantial shoes, goggles, and will use such safety items as required by the Employer at all times and shall be subject to immediate discharge for failure to do so. The Employer shall initially furnish a respirator to his employee but if an additional respirator is needed, it shall be furnished by the employee.

Any special color or material of hard hat, if required by the Employer, shall be furnished by the Employer.

If saws are sent out to be sharpened, Employer shall pay cost of sharpening.

Employees working on stilts shall receive twenty-five cents (25¢) per hour more than the applicable rate. Employees physically unable to work on stilts shall not be required to do so. OSHA approved stilts shall be furnished by the Employer.

Section 7.16 Maintenance of Concrete Forms: On all concrete pours of more than one (1) hour duration into forms erected by Carpenters, one (1) Carpenter will be gainfully employed to maintain such concrete forms during the concrete pouring operation in building construction providing, however, that if during said concrete pour no maintenance of such concrete forms is required in the opinion of the Employer and the carpenter foreman, this carpenter is to be gainfully employed on other carpenter work on job.

Section 7.17 Welder and Burner Assistants: If fire hazards or other extraordinary conditions exist, welders or burners employed in such locations shall have an assistant for each welder or burner so employed.

When a carpenter is welding or burning, an assistant will be assigned to perform duties pertaining to the welding and burning as required or may be gainfully employed on other work in the immediate vicinity.

When the Union feels that conditions on any job justify an additional assistant or assistants, then one (1) representative appointed by the Carpenters' District Council and one (1) by the Associated General Contractors of St. Louis shall immediately investigate and resolve the complaint.

There shall be no work stoppage until this two (2) man committee has had the opportunity to arrive at a decision which shall be binding.

Section 7.18 Table Saw Operator Assistant: For safety reasons a member of the bargaining unit will assist the Carpenter operating table or radial arm saw in cutting unwieldy pieces of wood. When dispute arises as to the need for an assistant, Contractor's representative will review the matter and make the decision.

Section 7.19 Pile Driving: The laying out and driving of all pile must be done by Carpenters or Pile Drivers. Maintaining and repairing the hammer will be done by the pile driver or carpenter. All piling will be unloaded by carpenter or pile driver.

(Cutting off pile and welding of pile by pile driver or carpenter)

Section 7.20 Divers: All diving in connection with the jurisdiction of the Brotherhood, shall be performed by a diver who is a member of the Carpenters' District Council.

ARTICLE 8

Millwrights

Section 8.01 Where there are two (2) or more millwrights employed on one job, one (1) shall receive foreman's pay.

Section 8.02 No millwright foreman shall supervise a crew of more than eight (8) not including himself.

Section 8.03 A millwright foreman can supervise a crew on one (1) job site only.

Section 8.04 Tool Storage and Loss: The Employer shall provide a reasonable secure shed or suitable place for the storage of millwright's tools and clothing with a heating stove during the winter season for millwrights, Carpenters and/or pile drivers. (On buildings ten (10) stories high or over, shed must be provided on every fifth floor). A complaint by steward with reference to such storage space shall be investigated by representatives of the parties hereto.

Should tools in such storage space be stolen by forcible entry or destroyed by fire or other accidental means on the job, then such Employer shall pay the actual cost of tools.

The Employer's liability shall be for actual loss and limited to \$600.00 for each millwright. The Carpenters' District Council shall provide and furnish a list of minimum requirement aggregation of \$600.00 which each millwright is to have in his possession.

In order for Employer to be liable for loss, employee shall have submitted a list of tools in his box at time of employment. The Employer shall supply necessary forms to the employee to notify the Employer of any update on new tools brought on the job and both the employee and the Employer representative shall sign in duplicate with both parties keeping a copy.

Section 8.05 Safety: When millwrights are exposed to unusual conditions, such as heat, cold, dust, dangerous fumes or gases, the contractor shall furnish the necessary safety or protective equipment exclusive of clothing. Each employee shall furnish his own hard hat, safety shoes, safety goggles or glasses. Where safety or protective equipment cannot possibly be used, there shall be a meeting of the Union and the Contractor to work out a mutually agreeable safety practice. The intent of this paragraph is to exclude inclement weather or acts of God.

Section 8.06 Welder: Any special certification test of a qualified millwright welder, taken for the convenience of the Contractor, shall be paid for by the Contractor. Before a qualified millwright welder commences the welding test, he shall be placed on the payroll of the Contractor. However, the Employer shall not pay for time spent by an employee taking a welding certification test, if employee fails such test. This rule shall apply to Carpenters and pile drivers when welding.

Section 8.07 Machinery: All machinery and equipment set by millwrights shall be adjusted by millwrights. During run-in period of equipment, millwrights can be gainfully employed on other work in the immediate area.

Safety shall be of paramount importance and in the event of a dispute over safety as to numbers of men required during run-in, the following procedures shall be followed:

That portion of the work in question shall be stopped and representatives of the Employer and the Union shall meet to resolve the dispute. If no solution to the dispute can be reached, a meeting of representatives of the Carpenters' District Council and the Associated General Contractors familiar in

millwright work shall immediately meet (at the job site if necessary) and resolve the dispute. The finding of this committee shall be binding. No disciplinary action shall be taken against the complainant.

Section 8.08 Except as provided in this Article, other provisions of this Agreement shall apply to millwrights and pile drivers.

ARTICLE 9

Grievance Procedure and Arbitration

Section 9.01 Any differences arising between employees and the Employer with reference to any conditions of employment affecting employees subject to this contract that are not covered hereunder, or to the interpretation of this contract in any other grievance of the parties hereto, except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and the Job Steward shall be referred to the Business Agent of the Union and the proper officials of the Employer.

All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union shall, except as provided below, be referred to a Board of Arbitration consisting of three (3) members, one (1) of whom shall represent and be appointed by the Union, one (1) of whom shall represent and be appointed by the Employer, and the two (2) thus chosen shall select the third. The Union and the Employer shall select their respective representatives within five (5) days after receipt of written notice by one from the other requesting arbitration. Failure of the two (2) thus chosen to agree upon a third member to complete the Board within a period of ten (10) days after notification by one party to the other of the selection of the last named of the first two (2) members, then either may request a list of arbitrators from the Federal Mediation and Conciliation Service from which the third member of the Board of Arbitration shall be selected by the two (2) other members of the Board of Arbitration either by striking names or by mutual agreement.

The decision of the majority of the Board of Arbitration shall be final and binding on all concerned. Each of the parties hereto shall pay the compensation of their own representative, and the compensation of the third member and other expenses of such arbitration shall be borne equally by the Employer and the Union.

If arbitration is requested by the Union or by the Association on behalf of a member Employer, the Employer and the Union agree to submit the grievance to a Board of Arbitration as provided in this Agreement. However, if arbitration is not requested either by the Union, or by the Association on behalf of a member Employer, the Union reserves the right to use its economic power in support of its demands, and in such event it is agreed by both parties that any such action taken by the Union shall not constitute a violation of this Agreement notwithstanding any provision of this Agreement to the contrary. The provisions of this paragraph shall not be applicable to Section 1.04.

No relief shall be awarded in arbitration for any grievance that is not reduced to writing and delivered to the employer within 15 working days after the occurrence of the grievable event.

ARTICLE 10

Strikes

Section 10.01 Except as herein otherwise provided, employees shall not cease work, slow down or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract, and the Employer shall not lockout any employee covered hereunder during said term.

Section 10.02 It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any lawful primary picket line and perform work in any instance where:

- A. The purpose of the picketing is lawful, is duly authorized by the Union picketing and the Building Trade Council of St. Louis, if so required, and
- B. The establishment thereof is not contrary to or in violation of any law or this agreement.

ARTICLE 11

Jurisdiction

Section 11.01 Nothing in this Agreement shall be construed to define or determine any craft or work jurisdiction or the recognition thereof by the Employer.

It is recognized by parties to this Agreement that the Impartial Jurisdictional Disputes Board is a voluntary organization and Employers signatory to this Agreement have the option of stipulating to this Impartial Board if they so desire, but are not bound to the Impartial Board by virtue of being signatory to this Agreement.

Section 11.02 When there are no decisions or agreements of record, or when no decisions or agreements of record apply, the Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice in the local area of the majority of Employers in the area.

There shall be no stoppage of work because of a jurisdictional dispute.

The Union will provide the AGC Department of Jurisdictional Research and Information with any written agreements involving jurisdiction with other local unions within the jurisdictional territory of this contract.

ARTICLE 12

Exoneration

Section 12.01 During the term of this contract, the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic, or any work stoppage, or slow down of work, or walk out by any of the employees covered hereunder, or the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical):

- (a) Request them to immediately return to work;
- (b) Advise them that they are violating the Union Agreement with said Employer, and;
- (c) Grant them no assistance.

It is further agreed that any employee or employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice, and the action of the Employer in so discharging such employee or employees shall not be subject to dispute by the Union, or subject to arbitration.

It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

In consideration of the foregoing, the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, or condoned by said Union.

It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

It is understood and agreed that the Negotiating Agent, the Association shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.

ARTICLE 13

Miscellaneous - Legal Compliance

Section 13.01 This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto.

Section 13.02 Should any provision of this contract be contrary to, or in violation of, any applicable, existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this contract shall continue in full force and effect and be binding

upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

Section 13.03 Supplemental Dues. It is understood that during the term of this contract the Union has the option of implementing a supplemental dues plan in connection with the vacation plan providing the supplemental dues amount is deducted from the wage package.

ARTICLE 14

Management

Section 14.01 The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or other reasons, vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.

ARTICLE 15

Termination

Section 15.01 This Agreement shall be effective and binding upon the parties from the date hereof until May 5, 2008. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement, or within sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union give the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto there shall be no strike or stoppage of work.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this _____ day of _____, 2004.

NEGOTIATING AGENTS

ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS

By _____
President

By _____
Secretary

CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS and VICINITY,
AN AFFILIATE OF THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA, AS NEGOTIATING AGENT

By _____
Executive Secretary-Treasurer

By _____
Assistant Executive Secretary-Treasurer

I hereby certify that this is a true copy of the foregoing Agreement as signed.

LEONARD P. TOENJES, PRESIDENT
ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS