

GENERAL TERMS AND WORK RULES
(Carpenters Regional Collective Bargaining Agreement)

These General Terms and Work Rules (hereinafter "Agreement") are entered into, effective the first (1st) day of August 2017, by and between The Associated General Contractors of Missouri, for and in behalf of its members who sign individual signatory sheets, and for and in behalf of companies who have designated the Association as their collective bargaining agent, hereinafter referred to as the "Employer," and the St. Louis-Kansas City Carpenters Regional Council (f/k/a the Carpenters' District Council of Greater St. Louis and Vicinity), an affiliate of the United Brotherhood of Carpenters and Joiners of America. The St. Louis-Kansas City Carpenters Regional Council is hereinafter referred to as the "Regional Council" or "Union."

Article I - Declaration of Principles

Section 1.01 - It is the desire, intent and purpose of the parties of this Agreement to promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

In addition, this Agreement is to promote stabilization of labor relations on construction projects by establishing wages, working conditions, terms of employment, and procedures for the settlement of labor disagreements by conference to prevent strikes, lockouts, labor disputes and work stoppages between the Employer and the Union to their mutual advantage.

Section 1.02 - There shall be no limitation as to the amount of work to be performed during a work day. There shall be no restriction as to the use of machinery or tools, provided such equipment is properly maintained in accordance with nationally recognized safety standards.

All workers are at liberty to work for any signatory Employer. The Employer is at liberty to employ, layoff, or otherwise terminate whomsoever it sees fit, subject to the limitations established under this Agreement.

Section 1.03 - This Agreement is intended to facilitate Employer and workforce mobility throughout the relevant geographical jurisdiction by standardizing most terms and conditions of employment, while retaining the wage and fringe-benefit contribution rates prevailing in the various local areas. The intent is to streamline and simplify the work rules, and to apply them uniformly throughout Missouri, Southern Illinois, and the Kansas City metropolitan area in Kansas.

The following terms have been agreed upon and are binding during the term of this Agreement.

Article II - Recognition

Section 2.01 - The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the unit consisting of Carpenters and Joiners employed by the Employer on construction jobsites in Areas covered by the Addendum(s) executed by the Employer.

Article III – Force and Effect of Addendums

The Employer shall be bound to only those Addendums which it has executed, directly or through the Association as its authorized bargaining agent. As to any Employer, the term “applicable Addendum” in this Agreement does not include any Addendum that was not executed by such Employer. The Employer shall be bound by this Agreement only in those areas covered by an Addendum executed by such Employer.

In the event of a direct conflict between the terms of this Agreement and the terms of an Addendum, the terms of the Addendum shall prevail.

Article IV – Jurisdiction of Agreement

The Area Addendums of this Agreement shall extend to all 144 counties in Missouri, 17 counties in Eastern Kansas, and 33 counties in Southern Illinois. Each Area Addendum identifies specific terms and conditions germane to the relevant counties. The Area Addendums are as follows:

AGC OF MISSOURI AREA ADDENDUM
CENTRAL MISSOURI AREA ADDENDUM
FRANKLIN COUNTY AREA ADDENDUM
HBA OF ST. LOUIS AREA ADDENDUM
JOPLIN AREA ADDENDUM
KANSAS CITY AREA 1 ADDENDUM
KANSAS CITY AREA 2 ADDENDUM
KANSAS CITY AREA 3 ADDENDUM
MEMCA AREA ADDENDUM
MISSOURI/ILLINOIS INDEPENDENT AREA ADDENDUM
OUTSTATE BUILDERS AREA ADDENDUM
SAINT JOSEPH AREA ADDENDUM
SEMO AREA ADDENDUM
SIAF AREA ADDENDUM
SIBA AREA ADDENDUM
SPRINGFIELD AREA ADDENDUM
TRI-COUNTY AREA ADDENDUM

In addition to the Area Addendums, the following two specialty industries shall be governed by Specialty Industry Addendums:

SPECIALTY INDUSTRY 1: “Carpenters’ Modular Systems/Furniture Installation”

SPECIALTY INDUSTRY 2: “Carpenters’ Floor Laying”

Article V – Union Security and Favored Nations

Section 5.01 Union Security - It shall be a condition of employment that all employees of the Employer covered by this Agreement on the effective date shall be members in good standing, and those who are not members shall, not later than the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided shall obligate the Employer upon written notice from the Union to such effect, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain Union membership in good standing by failure to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

The Employer shall not be required to discharge any employee for noncompliance with this article until such time as such employee is replaced by a qualified employee and until he receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the Employer and hold the Employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Section 5.01, and in the event that any clause of this Section should be determined to be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is so determined, and the remainder of the Agreement shall remain in full force and effect.

Section 5.02 Favored Nations - If the Union enters into any agreement with an employer for work covered by this Agreement on more favorable terms to such other employer than are embodied in this Agreement, and if such more favorable terms are intended to apply generally to all of the other employer's work, such more favorable terms shall, upon the Employer's request, be made immediately available to the Employer on a prospective basis.

Article VI - Non-Discrimination and Support for Armed Forces

Section 6.01 Right to Hire/Non-Discrimination - Subject to the limitations expressly set forth herein, 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. No employee shall be deprived of equal employment opportunity or be subject to any discrimination in the exercise of his employment rights on account of race, color, age, creed, religion, disability, sex, genetic information, national origin or any other prohibited basis under applicable federal, state or local law.

Section 6.02 USERRA Rights - Job and career opportunities shall not be limited or reduced because of service in the Uniformed Services, including the National Guard and Reserves. The Employer's covered employees shall be granted leaves of absence for military training or deployment in the Uniformed Services as required under provisions of the Uniformed Services Employment and Reemployment Rights Act.

Article VII - Wages and Classifications

Section 7.01 - The minimum straight time and overtime hourly rates of pay and the fringe benefit contribution rates are prescribed in the Addendums. Employees performing bargaining-unit work shall receive not less than the minimum rate of pay provided for in the applicable Addendum executed by their Employer.

Section 7.02 Definitions of Commercial, Residential, and Light Commercial Construction - The various Addendums shall define when Commercial wage rates apply and when Residential/Light Commercial wage rates apply in each of the designated Areas.

Section 7.03 Pre-Bid Conference - In any county where signatory Employers 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 Employer, the parties agree to hold a pre-bid conference prior to bidding and invite the respective association that covers that jurisdictional area. The Employer 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 Employers bidding on that same job shall be given the same relief.

Section 7.04 Foremen and General Foremen - The rules in this Section apply to Commercial projects only. A foreman must be appointed when there are two (2) or more carpenters or millwrights on a job. A foreman will be a working foreman. No millwright foreman shall supervise a crew of more than eight (8) millwrights, not including himself. When there are two (2) or more foremen on a project, one (1) of them must be appointed to be a general foreman; provided, however, that if there are no more than two (2) foremen and the superintendent is a carpenter or millwright, a general foreman need not be appointed.

Section 7.05 Apprentices - Unless otherwise specified in an applicable Addendum, the Carpenters Apprenticeship Training Standards Agreement referred to herein shall mean such Agreement jointly developed by the Associated General Contractors of St. Louis, Missouri, the Home Builders Association of St. Louis and Eastern Missouri, the Builders' Association of Missouri, The Southern Illinois Builders Association, and the St. Louis-Kansas City Carpenters Regional Council of the United Brotherhood of Carpenters and Joiners of America, registered and approved by the Office of Apprenticeship – Employment and Training Administration of the U. S. Department of Labor under Registration No's: STL MO002460001; Southeast MO (Cape Girardeau) MO003790002 and Southern Illinois IL011780002 and all subsequent Amendments. The Joint Apprenticeship Committee referred to herein shall mean the Joint Apprenticeship Committee established under the applicable 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 and to the wage schedule. 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, 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 such Fund and the Joint Apprenticeship Committee.

Apprentices must be under the direction of a competent journeyworker during working hours. The foreman will be held responsible for the enforcement of the following apprentice rules.

The Employer must adhere to the prescribed apprentice to journeyworker ratios as per the related Standards mentioned above so as to train apprentices in a safe manner.

Apprentices shall not be allowed to remain indefinitely on one (1) operation. It shall be the duty of the Employer and the foreman to see that apprentices are given every reasonable opportunity to become adept in the various operations involved in the carpenter, millwright, lather, floorlayer, or cabinet maker's trade, as applicable.

The Employer agrees to comply with all apprentice standards as may be determined from time to time by the Joint Apprenticeship Committee.

Article VIII - Fringe Benefit Contributions

Section 8.01 Funds and Associations - In addition to the per hour wage rate, the Employer shall: (a) contribute at the appropriate hourly rate as indicated in the applicable Addendum for each hour worked by each employee covered by this Agreement to the relevant pension fund, health and welfare fund, training/apprenticeship fund, and trade associations; and (b) withhold from wages employee contributions at the appropriate hourly rate as indicated in the applicable Addendum for each hour worked by each employee covered by this Agreement, and submit same to the relevant vacation fund.

Section 8.02 Supplemental Dues - It is understood that during the term of this Agreement the Union has the option of instituting and maintaining a supplemental dues plan in connection with any vacation and holiday fund providing the supplemental dues amount is deducted from the wage package.

Section 8.03 Delinquency Penalties - In the event that the Employer fails to pay in full the amounts owing to the trust funds and industry associations under this Article and such failure has continued fifteen (15) days, the Union may after not less than seven (7) days' notice in writing to the Employer's main office, direct the employees of such Employer to discontinue or refuse to work for such Employer until all sums due from the Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the respective trustees and may be exercised by the Union.

Section 8.04 Auditing - In addition to any audit requirements that may be prescribed in the appropriate Addendums, upon request of an officially designated agent of the trust funds or industry associations, the Employer shall permit such agent to inspect and make copies of any and all records relevant to determining whether the obligations herein have been faithfully performed. At least ten (10) days' prior written notice of such audit shall be given to Employer, and such audit shall be made during regular business hours when reasonably possible and at the Employer's offices or at another mutually agreeable location.

Section 8.05 Collections – In addition to any collections requirements that may be prescribed in the appropriate Addendum(s), the Employer acknowledges and agrees that the Trustees of the respective fringe benefit trust funds have broad powers to ensure the collection of contributions and the preservation of the trusts. The Employer agrees to be bound by and comply with all provisions of the various trust agreements of the funds to which the Employer is required to contribute, and of written collection policies adopted by the Trustees of such funds, including but not limited to provisions requiring advance cash deposits; provisions requiring the Employer to submit to audits of payroll and related records; imposition of interest not greater than 10% per annum on delinquent contributions; imposition of assessments and liquidated damages of not greater than 20% of delinquent contributions; and provisions authorizing commencement of suits or other legal proceedings against delinquent Employers for an accounting, damages, or other legal or equitable relief. If the Trustees institute legal proceedings to collect delinquent fringe benefit contributions, the Employer agrees to pay, in addition to other amounts awarded, all litigation costs including the Trustees' reasonable attorney's fees.

Article IX – Hiring

Section 9.01 - 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.

Section 9.02 Out-of-Regional Council Employers/ Requested Referrals

Employers domiciled outside of the territorial jurisdiction of the St. Louis-Kansas City Carpenters Regional Council shall, before commencing work covered in this Agreement, discuss with the Regional Council the amount of carpenter journeyworkers, mechanics, apprentices, foremen and stewards needed for the start-up crew and the amount of carpenter journeyworkers, mechanics, or apprentices needed to complete the job including the winding down crew. The Union, in turn, agrees to furnish such skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards from a referral list maintained by the Regional Council office on a non-discriminatory basis. If Employers who are not domiciled out of the territorial jurisdiction of the Regional Council request referral of skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards the Union shall refer such skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards from said referral list on a non-discriminatory basis.

This section of the Agreement does not, however, prevent an out-of-Regional Council Employer from selecting his own Project Manager or Superintendent.

Article X – Strikes, Lockouts and Pickets

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 - During the term of this Agreement, no officer, representative, agent or official of the Union shall authorize, cause, induce, support or condone a strike, or any work stoppage, or slowdown of work, or walkout by any of the employees covered hereunder, nor will the Union in any way support any action of its members in engaging in any of the same, against the Employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract but, on the contrary, will do everything reasonably within its power to prevent such acts; provided, that the terms of this section shall not apply in the event of a sympathy strike conducted in accordance with the criteria established in Section 10.03, below.

Section 10.03 - It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross a lawful primary picket line and perform work in any instance where the purpose of the picketing is lawful, the picketing is duly authorized by the union picketing, and the establishment thereof is not in violation of any law or this Agreement.

Section 10.04 - The Union further agrees that should any of its members or its agents engage in any of the activities prohibited by Section 10.02, 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 shall not be subject to dispute by the Union, or subject to arbitration.

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 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.

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 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 XI – Working Rules

Section 11.01 Work Day

- A. The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, with pay at the straight time hourly rate.
- B. The Employer may establish a ten (10) hour shift (exclusive of the thirty (30) minute unpaid lunch period) for four (4) consecutive days, Monday through Thursday, at the straight time wage rate. Forty (40) hours per week shall constitute a week's work. When an Employer works a 4-10's schedule, the project must run for a period of at least four (4) days. Also, the Employer shall not bring in any other crew for a fifth (5th) workday on the project while not calling in the regular crew that had been scheduled for that project. In the event a job is down due to safety issues, weather conditions or other conditions beyond the control of the Employer, or where a holiday falls on a Monday, Tuesday, Wednesday or Thursday, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate.
- C. Make-Up Day (Residential) - On a Residential project only, if an employee is prevented from working forty (40) hours Monday thru Friday, or any part thereof, by reason of inclement weather, Saturday, or any part thereof, may be worked as a make-up day at the straight time hourly rate of pay based on eight (8) hours of work. If an employee declines to work Saturday as a make-up day, he shall not be penalized. All work performed in excess of forty (40) hours, or eight (8) hours in any one day, will be paid at time and one-half rate. The Regional Council shall be notified when Saturday is to be used as a make-up day. Sundays and Holidays may not be used as a make-up day.

Section 11.02 Flexible Starting Time and Overtime

- A. The provisions of this Article and the other Articles of this Agreement notwithstanding, the Employer and the Union agree to a flexible starting time of 6:00 a.m. to 10:00 a.m. and quitting time of 2:30 p.m. to 6:30 p.m.
- B. Except as otherwise expressly provided for herein or in the applicable Addendum, time and one-half shall be paid for all overtime hours worked outside the regular work day or work week.
- C. Except as otherwise expressly provided for herein or in the applicable Addendum, time and one-half shall be paid for all work performed on Saturday.
- D. Double time shall be paid for all time worked on Sunday.
- E. The Employer shall give two (2) working days' notification to employees and the Union if changing starting time or to a 4-10's schedule.

Section 11.03 Holidays - Double time shall be paid for all time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. When any of the above holidays falls on Sunday, the Monday following shall

be observed as such holiday. No work shall be performed except to save life or property on Christmas Day, Fourth of July, or Labor Day.

Section 11.04 Stewards – At the Union's discretion, a steward or stewards may be appointed by the Union on any and all of the Employer's projects from Employer's existing job site workforce. The steward is not authorized to call any strike or to cause any work stoppage. The steward's duties shall be limited to seeing that specific provisions of this Agreement are carried out. The individual serving as steward may be disappointed from that position by the Union at any time. There shall be no discrimination or retaliation by the Employer against the steward for the faithful performance of his duties as herein provided.

An employee acting as steward shall have completed a first-aid course as offered by the American Red Cross, or an equivalent course. The steward shall take care of any employee injured on the job and may accompany the injured employee to his home, doctor's office or hospital without suffering any loss of pay or deduction therefor.

Section 11.05 Pay Day and Show-Up Time

- A. Every Employer shall pay its employees on the job every Friday (or Thursday on a 4-10's schedule) in full for the previous work week by 4:30pm (or the completion of the day's shift).
- B. A check stub, or electronic equivalent, with a minimum of the following information shall be furnished to each employee: 1) identification of Employer; 2) identification of employee; 3) number of hours worked (straight time and/or overtime); 4) wage rate and/or total wages; 5) pay period covered; 6) an itemization of deductions; and 7) Estamp verification information.
- C. If permitted by law, wages due may be paid by direct electronic deposit to the employee's bank account. If the employee does not have a bank account or does not authorize direct electronic deposit, the Employer may pay the wages via payroll debit card or similar electronic pay service; provided, that the employee shall not be assessed any service fees or charges for the privilege of withdrawing his wages.
- D. If employees are not paid as specified, through negligence or willful acts of the Employer, each employee shall be paid two (2) hours' pay at the straight time rate for every twenty-four (24) hours of waiting time.
- E. If an employee quits of his own accord, the employee shall be paid on the next regular pay day.
- F. If, after reporting for work on time, an employee is prevented from working for any reason beyond the employee's control, the employee shall be guaranteed and paid for a minimum of two (2) hours' show-up time, regardless of whether any work is performed; provided that, when the employee is prevented from working because of weather or other conditions beyond the Employer's control, the Employer shall not be required to pay show-up time, but it shall be required to pay a minimum of one (1) hour of waiting time if the employee is told to wait. For purposes of this subsection, the term employee includes a requested referral who has performed no work.
- G. When employees are discharged or laid off, they shall be paid immediately. The Employer shall have the option of paying the employees off on the day of

discharge or layoff or mailing their paychecks. If required to go somewhere other than the jobsite to receive payment, employees shall be paid for the time required going to such location. If mailed, checks must be postmarked no later than the next regular working day or the Employer shall pay the employee two (2) hours' pay at the straight time rate for each day of delay.

Section 11.06 Meal Periods and Breaks

- A. A thirty (30) minute unpaid meal period shall start between four (4) and five (5) hours after the beginning of a workday or shift. Employees required to work through this meal period shall be entitled to be paid at the straight time rate.
- B. Employees working more than ten (10) continuous hours shall be entitled to a thirty (30) minute meal period with pay at the overtime rate, starting at the end of such ten (10) hours, with work resuming thereafter. Employees working more than four (4) hours after the end of the first paid meal period (or a subsequent paid meal period) shall be entitled to another thirty (30) minute meal period with pay at the overtime rate, starting at the end of such four (4) hours, with work resuming thereafter.
- C. 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.

Break periods, if any, shall be provided for in the applicable Addendums.

Section 11.07 Shift Work - Multiple shifts may be established when deemed necessary by the Employer, subject to the following requirements. Three (3) shifts, each eight (8) hours plus one-half (1/2) hour for lunch, may be established. The first shift shall be paid at straight time, the second shift at a premium of \$2.50 per hour, and the third shift at a premium of \$3.50 per hour. Payment for shift work shall be determined when the employee first starts the shift. Two (2) shifts may be maintained at greater than eight (8) hours with excess hours being paid at the overtime rate.

Section 11.08 Odd Hours - On projects that cannot be performed during the regular workday, including heavy traffic areas such as existing offices, retail stores and shopping centers, a premium of \$2.50 per hour shall apply to all odd hours required by owners of heavy/highway projects, building renovations, additions and modifications to existing structures. All other work rules, guaranteed payment of wages and fringe benefits, and other provisions of this Agreement shall apply when odd-hours work is being performed. **This section does not apply to construction of new stand-alone buildings.**

Section 11.09 Transportation and Transferring - When employees 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 or she shall receive either the wage rate in that locality, or the rate provided in this Agreement, whichever is higher, plus all agreed expenses. He or she 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 or she 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 or she leaves the shop.

Section 11.10 Safety Equipment – The Employer shall furnish safety equipment, such as safety (Tyvek style) suits, safety harnesses and other fall protection. In addition, the Employer shall furnish welders safety equipment including green jackets, welding sleeves, cutting goggles, welding hoods and welding gloves.

Section 11.11 Business Rep - The Business Representative and/or the Apprentice Coordinator shall have the right to visit job sites whenever such sites are under control of the Employer; however, they shall not stop or otherwise interfere with any work operation without permission from the Employer. The Business Representative shall check in with the job site superintendent, when possible or reasonable to do so, before entering the actual work site.

Section 11.12 Suitable Job Site – The Employer shall be responsible for ensuring that employees are provided suitable and satisfactory facilities with adequate space for the protection of their tools and street clothes. The Employer shall furnish sanitary toilet facilities and suitable and ample drinking water. On buildings ten (10) stories high or higher, a shed with such toilet facilities and drinking water must be provided on every fifth (5th) floor unless other satisfactory arrangements are provided.

Section 11.13 Tools – Employees shall furnish and maintain those tools normally found in the ordinary carpenter's or millwright's tool chest, but only as relates to the particular type of work he is performing at the time. All corded and cordless power tools, including any required battery packs, shall be furnished by the Employer. Employees shall be furnished a reasonably secure and locked place for the storage of their personal tools at the end of the work period. It shall be expressly understood and agreed that in the event an employee's tools are lost by burglary or fire when properly stored in the space provided by the Employer, then the Employer will at the Employer's option replace said tools or reimburse the employee in an amount equal to the replacement value of said tools. It is further provided that it shall be the responsibility of the employee to provide the Employer's representative with a previously prepared written list of his tools on the job as well as allow the Employer's representative to visually inspect said tools. This requirement shall be complied with at the start of employment with the Employer, upon the introduction of additional tools to the jobsite by the employee, and upon transferring from one project site to another. Failure to comply with the above will void the Employer's liability for replacement.

Employee will exercise proper care of Employer provided tools while in his possession to prevent damage, loss or theft.

Section 11.14 Millwright Work Rules – In addition to all work rules and conditions set forth elsewhere in this Agreement the following special provisions shall be applicable to millwrights performing that classification of work.

- A. Millwrights shall not be required to furnish the following tools: micrometer above 1"; adjustable wrench over 15"; socket wrench over ½" drive; or socket over 1-1/4".
- B. The Employer shall replace all drill bits, taps, hacksaw blades, flints and lenses broken on the job.

Section 11.15 Medical Treatment - Employer agrees that any employee who is injured on the job shall be given first aid treatment at the job and, if necessary, transported to a hospital or doctor's office for further treatment.

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 statement from the doctor verifying time of treatment.

Section 11.16 Pile Driving - The following duties shall be performed only by employees who are covered by the terms of this Agreement: the laying out and driving of all pile; maintaining and repairing the pile driving hammer; the unloading of pile; and the cutting off and welding of pile.

Section 11.17 Diving - All diving shall be performed by an employee covered by the terms of this Agreement.

Section 11.18 Welding - Any special certification test of a qualified welder, taken for the convenience of the Employer, shall be paid for by the Employer. Before a qualified millwright welder commences the welding test, he shall be placed on the payroll of the Employer.

Section 11.19 Workers' Compensation - The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by state law. The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this section.

Article XII - Drug and Alcohol Testing

Section 12.01 - In order to promote a safer working environment, the Trustees of the Carpenters' Health and Welfare Trust Fund of St. Louis administer a drug and alcohol testing program (the "Carpenters Program"), which is available at no additional Employer contribution to all employees covered by this Agreement.

Section 12.02 - All employees shall, as a condition of employment, satisfy the good standing requirements of the Carpenters' Program as it existed on May 1, 2017, and as it may thereafter be changed with the approval of the AGC. The Employer shall not be required to discharge any employee for failure to satisfy such requirements unless the Employer has received written notice of such failure and the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the requirements of the Carpenters' Program, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Section 12.03 - Apart from the Carpenters' Program, the Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program (other than the Carpenters' Program) that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

Section 12.04 - The Employer shall have the right to discharge, without warning or other lesser discipline, any employee who is reported to have failed to satisfy the good standing requirements of the Carpenters' Program or any other program of drug or alcohol testing permitted by this Agreement.

Article XIII – Safety

Section 13.01 - In order to promote a safer working environment, each employee covered by this Agreement shall, as a condition of employment, have completed the OSHA-10 hour safety training course at the Union's expense, provided that the employee had reasonable opportunity to do so. All affected employees shall also, as a condition of employment, have completed any additional safety training designated from time to time by the Union's Journey-Level Upgrade Committee that may be based on input from the various management associations. The safety training program shall be administered by the Carpenters' Health and Welfare Trust Fund of St. Louis. The Fund will accept technical training in satisfaction of part or all of the safety training requirement. Employees shall be given credit for internal safety or technical training completed with a contributing Employer, provided the Employer's Safety Director has reported all necessary information for each member trained, a complete description of the training, and any other information required by the Fund.

Upon request, the Union shall give written notice thirty (30) days before the compliance deadline to the Employer of any employee who has not at that time satisfied safety training requirements, specifying the training needed. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Each Employer shall have the right to design and adopt a safety program for the purpose of preventing injury to employees and other persons, damage to property, and lost time resulting from jobsite accidents. An Employer's safety program may include rules and policies imposed on the Employer by law or regulation or OSHA standards, or by an owner's requirements, as well as the Employer's own reasonable rules and policies designed to promote safety on the job.

The Employer shall have the right to discharge, without warning or other lesser discipline, any employee who is reported to have failed to satisfy the safety training requirements established or permitted by this Agreement.

Section 13.02 - It shall be a term and condition of employment that each individual hired to perform work covered by this Agreement and each employee covered by this Agreement shall be in compliance with the minimum safety training requirements established by the Journey-Level Upgrade Committee (JLUC) of the St. Louis-Kansas City Carpenters Regional Council for Journeyworker Carpenters. All journeyworkers must successfully complete the required training by May 1st of each year. A list of those who have not completed the required training will be furnished by the Union to the Employer upon request. In addition, a complete list of all available training courses shall be entered and maintained within the Union's Professional Resources Online (UPRO) computer system. The Employer will have reasonable access to this online resource in order to validate its employees' accomplishment of any training

requirements. The Employer shall be obligated to terminate any employee covered by this Agreement upon receipt of seven (7) days' advance written notice from the Union of the employee's non-compliance with minimum safety testing requirements and shall not re-hire such employee until the Union has certified in writing that the employee has become compliant. Any other provision of this Agreement notwithstanding, disputes concerning mandatory safety training and drug testing shall not be covered by any grievance and arbitration provisions of this Agreement, and the Employer and the Union are free to take economic action to enforce the terms of this Article.

Article XIV – Grievances and Arbitration

Section 14.01 - The Union and Employer agree that during the term of this Agreement there shall be no strikes, picketing, cessation of work or lockout, and that all disputes and grievances which cannot be adjusted between the parties shall be taken up between a representative of the Union and a representative of the Employer. Any dispute or grievance of an employee not reported to the Employer within 10 working days after the occurrence of same shall be declared invalid and not processed. If the grievance cannot be settled satisfactorily after five (5) business days, the parties shall select an arbitrator. If the parties cannot agree on an arbitrator, either party may apply to the Federal Mediation and Conciliation Service for a regional panel of arbitrators, and the parties shall take turns striking names from the panel until one (1) remains. Any management association in which the Employer is a member shall be entitled to be involved in the grievance-arbitration process, including participating in the arbitration hearing. The arbitrator will hand down a decision in writing within five (5) days after a hearing. His decision shall be final and binding on both parties.

Section 14.02 - All expenses of conducting the arbitration hearing, including the services of the impartial arbitrator, are to be paid by the losing party; however, each party shall be responsible for payment of its own attorney's fees.

Article XV – Interpretation and Legal Compliance

Section 15.01 - This Agreement shall supersede any inconsistent or contradictory terms or conditions, express or implied, in any other agreement executed by and between the Employer and Union before this Agreement was executed.

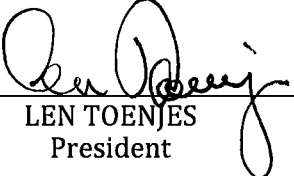
It is the intention of the parties in connection with the execution of this Agreement to comply with all state and federal laws relative to the subject matter herein. If any term or provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. In the event that any term or provision should be contrary to any law within a particular state as of the effective date of this Agreement, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

Article XVI - Term of Agreement

Section 16.01 - This Agreement shall become effective as of the first (1st) day of August, 2017, and shall remain in effect through April 30, 2023, and shall automatically renew itself from year to year thereafter unless and until either party notifies the other party in writing, not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of this Agreement or any extension thereof, that such party desires to amend or terminate the Agreement. For purposes of this Article XVI, the term "party" shall include and independent employer signatory to this Agreement. Such notice shall be served by Certified Mail. Immediately following the transmittal and receipt of such notice, the parties shall meet and confer for the purpose of negotiating a new Agreement, and during the negotiations that follow, there shall be no strike or stoppage of work.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

ASSOCIATED GENERAL CONTRACTORS
OF MISSOURI

BY 
LEN TOENJES
President

DATE: August 25, 2017

ST. LOUIS-KANSAS CITY CARPENTERS
REGIONAL COUNCIL

BY 
AL BOND
Executive Secretary-Treasurer

DATE: 8/25/2017

