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K#: 8815

Employer Name: Home Builders Association (Residential Construction Agreement)

Location: MO St. Louis

Union: Carpenters District Council of St. Louis, United Brotherhood of Carpenters and Joiners of America (UBC), AFL-CIO

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K 8815

52 pp

4,500 workers

CARPENTER

MAY 1 — MAY 3

1995-2004

AGREEMENT

negotiated by

HOME BUILDERS ASSOCIATION

and

**CARPENTERS' DISTRICT COUNCIL
OF ST. LOUIS**

an affiliate of the

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
A.F.L. - C.I.O.**

(Amendment Attached)



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AGREEMENT

THIS AGREEMENT made and entered into, effective the 1st day of May, 1995, by and between the HOME BUILDERS ASSOCIATION, for and on behalf of their members who sign individual contracts, and, for and on behalf of companies who have designated that Committee as their collective bargaining agent, hereinafter referred to as the Employer, and the CARPENTERS' DISTRICT COUNCIL OF ST. LOUIS, an affiliate of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, A.F.L.-C.I.O., 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

Subcontracting

Section 1.01. Recognition: The Employer recognizes the Union as the sole collective bargaining agent 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) employed on its work located in the City and County of St. Louis and the counties of St. Charles, Jefferson and Franklin, and on work in other areas unless the Employer has the privilege of operating under other agreements with the Union as provided in Article 2 hereof.

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

Section 1.02. Right to Hire: The Employer reserves and shall have the right to accept or reject, to employ or not to employ any prospective 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.

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 person 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.

Job Labor Standards and Job Security

Section 1.03. Security: To protect the employment, the wage levels and the fringe benefits of the employees covered hereunder, the Employer agrees that he will not subcontract on site construction work requiring labor for work covered hereunder except to subcontractors who agree with the Employer, in writing, to pay to, and provide for, their employees so engaged, wages and fringe benefits no less than those specified in this Agreement, including (a) straight time hourly wage rates; (b) premium rates; (c) overtime rates; and (d) welfare, pension, or other fringe benefit contributions.

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.

ARTICLE 2

Area Limits

Section 2.01. 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 2.02. 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 Home Builders Association shall operate in St. Louis City and County and the counties of St. Charles, Jefferson and Franklin, 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, hours, working conditions and adjustments of grievances.

ARTICLE 4

Union Security

Section 4.01. All present employees who are members of the Union shall remain members of the Union as a condition of employment, provided, however, that the Union shall comply with the Labor-Management Relations Act of 1947 and all amendments hereto with respect to Union security. All present employees who are not members of the Union shall join the Union within eight (8) days after the execution of this Agreement and shall remain members in good standing as a condition of employment. All employees hired after the execution of this Agreement shall join the Union within eight (8) days after their hiring date and remain members in good standing as a condition of employment.

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 of claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union.

ARTICLE 5

WAGES AND FRINGES — RESIDENTIAL

Section 5.01. The straight time hourly rate of pay or wage scale for Carpenters employed by the Employer covered hereunder shall be as follows:

| | Wages | H & W | Pension | HBIAF | IHSTF | Total |
|---------------|-----------------|------------------|----------------|--------------|--------------|----------------|
| 5/1/95 | \$19.07* | \$2.85 | \$1.70 | \$.25 | \$.02 | \$23.89 |

*Includes one dollar (\$1.00) per hour Vacation Stamp in lieu of cash.

Effective May 1, 1995 - two cents (\$.02) per hour will be contributed to the Carpenters' International Health/Safety and Training Fund.

Effective May 1, 1996 - \$.70 increase in wages or fringes at Union's option.

Effective May 7, 1997 - \$.70 increase in wages or fringes at Union's option.

Effective May 6, 1998 - \$.70 increase in wages or fringes at Union's option.

Effective May 5, 1999 - \$.70 increase in wages or fringes at Union's option.

Effective May 1, 2000 - \$.70 increase in wages or fringes at Union's option.

Foreman: Ninety cents (\$.90) per hour above journeyman rate.

General Foreman: One dollar thirty cents (\$1.30) per hour above journeyman rate.

Section 5.01A. APPRENTICE RATES OF PAY - RESIDENTIAL

Effective May 1, 1995:

| | | |
|----------------|------------------------------|----------|
| 1st Term | 45% of Journeyman rate | \$ 8.58* |
| 2nd Term | 50% of Journeyman rate | \$ 9.53* |
| 3rd Term | 60% of Journeyman rate | \$11.44* |
| 4th Term | 65% of Journeyman rate | \$12.39* |
| 5th Term | 70% of Journeyman rate | \$13.34* |
| 6th Term | 80% of Journeyman rate | \$15.25* |

*Includes one dollar (\$1.00) per hour Vacation Stamp in lieu of cash.

Effective August 1, 1995. Apprentice Percentage (%) Levels for wage increases will change for those hired after August 1, 1995.

Section 5.01B. ENTRY LEVEL / APPRENTICE RATES OF PAY - RESIDENTIAL

Effective August 1, 1995:

| | | |
|----------------|------------|-------------------------------|
| Entry Level I | Apprentice | 45% of Journeyman "BASE" rate |
| Entry Level II | Apprentice | 50% of Journeyman "BASE" rate |
| | * 1st Term | 55% of Journeyman rate |
| | * 2nd Term | 60% of Journeyman rate |
| | * 3rd Term | 65% of Journeyman rate |
| | * 4th Term | 70% of Journeyman rate |
| | * 5th Term | 75% of Journeyman rate |
| | * 6th Term | 80% of Journeyman rate |
| | * 7th Term | 85% of Journeyman rate |
| | * 8th Term | 90% of Journeyman rate |

*Includes one dollar (\$1.00) Vacation Stamp in lieu of cash. All apprentice rates (residential & commercial) will be adjusted to coincide with current journeyman rates.

Carpenter entry-level apprentices may be hired at 45% of the Journeyman "BASE" rate plus sixty cents (\$.60) per hour contribution to be paid to R.C.E. Insurance Plan for Health & Welfare for a period of six (6) consecutive months. Effective August 1, 1995, the following six (6) months will be paid at 50% of the Journeyman "BASE" rate plus sixty cents (\$.60) per hour contribution to be paid to R.C.E. Insurance Plan for Health & Welfare.

Effective May 1, 1996, the \$.60 per hour contribution paid to R.C.E. Insurance Plan for Health & Welfare will be increased to \$.65 per hour.

Effective May 1, 1998, the \$.65 per hour contribution paid to R.C.E. Insurance Plan for Health & Welfare will be increased to \$.70 per hour.

Section 5.02. ENTRY-LEVEL APPRENTICES: Entry-level apprentices may be hired in accordance with the provisions of this section, at the applicable rate of pay. Entry-level apprentices will be required to join the Union just as any other employee.

In order to employ an entry-level apprentice on the job, the Employer must give the applicant a letter addressed to the St. Louis Carpenters' Joint Apprenticeship Committee to carry to the Construction Training School. The letter must include the name and address of the Employer, the wages to be paid, the name, address and social security number of the applicant and signature of the applicant showing his/her agreement to these conditions.

The entry-level apprentice shall not receive nor shall payment be made for the benefits listed in Sections 5.08 through 5.11.

WAGES AND FRINGES — COMMERCIAL

Section 5.03. The straight time hourly rate of pay or wage scale for Carpenters employed by the Employer covered hereunder shall be as follows:

| | Wages | Health & Welfare | Pension | CTAF | IHSTF | Total Wages & Fringes |
|---------------|-----------------|---------------------------------|----------------|--------------|--------------|--------------------------------------|
| 5/1/95 | \$23.19* | \$2.85 | \$1.70 | \$.27 | \$.02 | \$28.03 |

*Includes one dollar (\$1.00) per hour Vacation Stamp in lieu of cash. All apprentice rates (residential & commercial) will be adjusted to coincide with current journeyman rates.

Employers will be required to pay \$.25 per hour into the HBIAF Fund (Home Builders Industry Advancement Fund) and \$.02 per hour contribution into the IHSTF Fund (International Health/Safety Training Fund) on hours worked by the entry-level apprentice.

The Carpenter 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, A.F.L.-C.I.O., 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 thereof, 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 requirements 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 5.12 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 St. Louis Construction Training and Advancement Foundation, including provisions 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 number 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.

Section 5.04. Creosoted Piling & Lumber: Employees handling creosoted timbers and lumber for structures shall receive fifty cents (\$.50) per hour above the journeyman rates of pay.

Section 5.05. 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 rate. Any Journeyman assisting a layout man shall receive the Journeyman rate.

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

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

Section 5.06. Payday: Employer shall pay on the job every Friday at or before 3:30 p.m., unless unavoidable circumstances exist, in currency or by payroll check for the work week which may end at 4:30 p.m. Tuesday or Wednesday night prior to the payday. 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. If a holiday falls on a Friday, the Employer shall pay wages and fringe benefits on the preceeding Thursday at least one hour before quitting time.

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

When an employee is laid off on a day prior to payday, check may be mailed to him within 24 hours if the Employer's home office is within the jurisdictional limits of this contract. If check is not postmarked within 24 hours, the Employer shall pay the employee two additional hours at straight time for each 24 hour delay.

Payment of any rate over and above the scale of wages shown herein shall not be construed to establish a precedent or be used to increase the rates herein specified.

The Employer shall comply with Federal laws by *furnishing check stub or receipt showing gross amount of check, itemized deductions, and hours worked (or amounts for) both regular and overtime.*

Section 5.07. 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.

Section 5.08. Stamp Plan: Payment of vacation and holiday, welfare and pension will be made with a single stamp. The employee shall receive one (1) stamp for each full hour worked during the pay period. Should the total number of hours worked be a fractional amount and the fraction exceeds one-half ($1/2$) hour, then the employee shall receive one (1) stamp for the fraction. If the fraction is one-half ($1/2$) hour or less, then no stamp will be paid for the time less than one-half ($1/2$) hour.

Employers may use eight (8) hour stamps where applicable.

Section 5.09. Vacation & Holiday Fund: The per hour wage rate for Carpenters will include vacation and holiday payment of:

Effective May 1, 1995 - One dollar (\$1.00) per hour.

Effective May 1, 1996 - To be determined.

- Effective May 1, 1997 - To be determined.
- Effective May 1, 1998 - To be determined.
- Effective May 1, 1999 - To be determined.
- Effective May 1, 2000 - To be determined.

to be paid under stamp plan as outlined in Section 5.01.

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 stamp equal to the vacation and holiday part of his wages for each overtime hour worked or majority fraction thereof as explained in Section 5.08.

Section 5.10. WELFARE: In addition to the per hour wage rate, the Employer shall contribute:

- Effective May 1, 1995 - Two dollars and eighty-five cents (\$2.85) per hour.
- Effective May 1, 1996 - To be determined.
- Effective May 1, 1997 - To be determined.
- Effective May 1, 1998 - To be determined.
- Effective May 1, 1999 - To be determined.
- Effective May 1, 2000 - To be determined.

for each actual hour worked by each employee covered by this Agreement to the **CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS.**

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 stamp equivalent to the Health and Welfare portion of the fringe stamp for each overtime hour worked or major fraction thereof as explained in Section 5.08.

Section 5.11. PENSION FUND: In addition to the per hour wage rate and contribution to the Welfare Fund, the Employer shall contribute the sum of:

Effective May 1, 1995 - One dollars and seventy cents (\$1.70) per hour

Effective May 1, 1996 - To be determined.

Effective May 1, 1997 - To be determined.

Effective May 1, 1998 - To be determined.

Effective May 1, 1999 - To be determined.

Effective May 1, 2000 - To be determined.

for each actual hour worked by each employee covered by this Agreement to the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS.

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

When an employee works overtime, he shall receive an additional stamp equivalent to the pension portion of the fringe stamp for each overtime hour worked or major fraction thereof as explained in Section 5.08.

Section 5.12. Greater St. Louis Home Building Industry Advancement Fund: In addition to the per hour wage rate, the Employer shall contribute twenty-five cents (\$.25) per hour for each actual hour worked by each employee covered by this Agreement to the Greater St. Louis Home Building Industry Advancement Fund, (the "Fund") sponsored and administered by the Home Builders Association. The

Home Builders Advancement Fund will set up a budget each year in the amount deemed appropriate from time to time by the Fund for the training of apprentices and journeyman carpenters.

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

The primary purpose of the Fund, as set forth in the trust agreement, shall include apprenticeship training and education, safety education, and providing, carrying out and/or supporting programs and projects for civic betterment and the benefit of employees, employers and the industry engaged in residential construction, including, but not limited to educational, informational, public relations, market research, promotional and developmental programs and projects.

The foregoing Advancement Fund provisions for contributions shall remain in effect and are not subject to change except by mutual consent.

Section 5.13. (1) For the purpose of contributions to the Greater St. Louis Home Building Industry Advancement Fund, the following is defined:

Residential projects shall be defined as all carpenter construction work, repair and alterations of single family dwellings (i.e., a unit of family living quarters) of no more than four (4) stories on apartments and condominiums. All living quarters located in basements or attics shall not be construed as a story.

Conversely, on any commercial buildings or family dwellings over four (4) stories, carpenters shall receive the current applicable commercial negotiated wage as referred to in Section 5.03.

On dwellings of four (4) stories or under, in cases of mixed occupancy, i.e., retail stores, restaurants, barber or beauty shops, etc., the tenant or interior finish work will be paid at the current applicable commercial negotiated wage.

All independent contractors performing residential work as defined above shall make contributions to the *Greater St. Louis Home Building Industry Advancement Fund*.

Section 5.13. (2) Work done on commercial projects shall be paid at the pertinent hourly wage rate prescribed for such work in the then currently operative labor agreement between the Associated General Contractors of St. Louis and the Carpenters' District Council of St. Louis or, if none, then at the rates prescribed in their latest expired contract.

Where not more than two (2) consecutive hours of work are required, that work may be done by any craft at their prevailing wage.

The Labor-Management Relations Act of 1947 may be amended at any time during 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 renegotiated on 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 15 days prior notice of their intentions to do so and should the Union exercise this said option, it shall be free to strike in support of the same, anything to the contrary in this Agreement notwithstanding.

DELINQUENCY PENALTIES

Section 5.14. 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 Fund of St. Louis, and to the Greater St. Louis Home Building Industry Advancement Fund, 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, attorney's fees incurred whether or not suit is filed and all court costs incurred if suit is filed. In addition to these 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 attorney's fees and court costs above described, the actual amount of said additional administrative expenses being difficult if not impossible to ascertain.

It shall be the duty of each Employer to furnish, by the tenth of the month following the month in which services are performed, to the Benefit Plan Offices, a monthly statement disclosing by individual employee the total regular and overtime hours worked by such employee during the period being reported. If the Trustees of any of said Funds have evidence that *an Employer has not made proper and timely reports or contributions to said Funds as required herein*, the Trustees may direct an audit of all relevant Employer records by a Certified Public Accountant selected by the Trustees in order to determine the accuracy of such Employer payments. 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 5.15. The Employer shall secure and maintain surety bond in the minimum amount of \$10,000, 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. Builder membership in good standing in the Association is sufficient to waive the requirement for such bond. If the builder member becomes sixty (60) days delinquent, the waiver will be rescinded. Workmen's Compensation is required to be paid if you employ only one carpenter.

ARTICLE 6

Foreman and General Foreman

Section 6.01. Where two (2) or more men are employed on a job, one (1) shall be a foreman and receive 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.

The Employer and the representative of the Union shall mutually determine the number of employees who can adequately be supervised by one (1) foreman on a job.

Where two (2) or more foremen are employed on a job, one (1) 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 his duties as a foreman.

ARTICLE 7

Working Rules

Section 7.01. Drug Policy: The Carpenters' District Council will formulate a Drug Policy agreeable to both parties (Carpenters' District Council and Home Builders Association) with the main endeavor to have a drug-free workplace.

Section 7.02. Make-Up Day: If an employee is prevented from working forty hours Monday through 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 based on eight hours of work. All work performed in excess of forty hours, or eight hours in any one day will be paid at time and one-half. If an employee declines to work Saturday as a make-up day, he shall not be penalized.

The Carpenters' District Council will 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 7.03. Flexible Starting Time: The regular workday shall consist of eight (8) hours, exclusive of a thirty (30) minute lunch period with pay at the regular straight time hourly rate. If the workday starts at 8:00 a.m., the quitting time shall be 4:30 p.m. If the workday starts at 7:00 a.m., the quitting time shall be 3:30 p.m.

The starting time of the workday can be adjusted from 6:00 a.m. to 8:00 a.m.

Section 7.04. Lunch Period & 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 12:00 noon and at 4:30 p.m. is to be agreed upon by the Employer and the Steward or Business Representative.

Section 7.05. Supper Time: Employees are to be allowed one-half ($1/2$) hour for supper with pay at contractual 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 their supper period. 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 employee of mealtime privilege and payment.

Section 7.06. Overtime: Time and one-half shall be paid for all overtime hours worked during the work week, Monday through Saturday. All work performed on Sundays and legal holidays shall be paid at double-time rate.

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

Section 7.07. Holidays: Double time shall be paid for all time worked on Sunday, New Year's Day, Memorial Day, Veteran's Day, and Thanksgiving 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 a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular work-days.

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 7.08. No work shall be done between the hours of 4:30 p.m. Friday and 8:00 a.m. Monday, except when Section 7.02. Make-Up Day is being used or to preserve life or property, in which event the Executive Secretary-Treasurer of the Carpenters' District Council must be notified.

Section 7.09. Call-In Pay & 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 materials or on account

IMPORTANT ADV

1. Familiarize yourself with the contents of this l
2. Health & Welfare, Pension and Vacation Office hours September thru April - 8:00 a.m. to 4:00 a.m. to 8:00 p.m. May, June, July and August to 8:00 p.m.
3. All questions pertaining to Health & Welfare, Office at 1419 Hampton Avenue, St. Louis (877) 232-3863.
4. Any requests for welfare claim forms, pensi may be made to the Fringe Benefits Office at at (314) 644-4802 or toll-free at (877) 232-386
5. When writing or calling the Fringe Benefits C address, social security number and employer's when requesting health and welfare claim form
6. Promote the Union Label — buy only Union-n
7. Always carry your current Union working card
8. Attend your Union meeting regularly - it's imp
9. Read your weekly official Union newsletter - "
10. Read your monthly magazine - "The Carpenter
11. Get acquainted and cooperate with your appoin
12. Work Safely! - Injuries are costly to both you a
13. The Carpenters' District Council office may be The Fringe Benefits Office may be reached by
14. C.D.C. office hours are 7:00 a.m. to 4:30 p.m. Tuesday from 7:00 a.m. to 8:00 p.m.; every 1st

TERRY NELSON, E

PATRICK J. SWEENEY, As

JOHN W. HOLZER, D

THOMAS G. HEI

— BUSINESS REPRE

Al Bond, Jr.

Donald J. Brussel, Jr.

James Butler

Carmelo D. Caputa

Timothy Cox

Larry T. Gregory

Timothy

Steven A

Darryl O

Dale Ro

James P

John E.

INDUSTRIAL REPS/ORGANIZERS

Scott A. Byrne

Brian K. Doerr

John D. Schmied

FROM YOUR UNION

act.
e Benefits Building, 1419 Hampton Avenue. Office
cept for the 2nd and 4th Tuesday of the month - 8:00
00 a.m. to 4:00 p.m. and every Tuesday - 8:00 a.m.

and Vacation may be directed to the Fringe Benefits
39; or by phone at (314) 644-4802 or toll-free at

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mpton Avenue, St. Louis, MO 63139; or by phone

ease be prepared to provide your full name, correct
ease specify if the claim is for employee or dependent

s and services.

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y dialing (314) 644-4800, or toll-free (800) 332-7188.

(314) 644-4802, or toll-free (877) 232-3863.

Wednesday, Thursday and Friday, and every 2nd & 4th
Tuesday from 7:00 a.m. to 7:00 p.m.

Secretary-Treasurer

ecutive Secretary-Treasurer

Jurisdiction & Research

ctor of Organizing

VES/ORGANIZERS —

randt

J. Perry Steele

Keith Taylor

Michael T. Thuston

Daniel L. Wallace

Charles L. Williamson, III

PUBLIC SECTOR REPRESENTATIVE

JoAnn Williams

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 eight (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.

Employee unable to work because of physical condition, lack of safety apparel as required, improper or insufficient tools, or inability to perform work assigned shall not be entitled to show-up time.

Section 7.10. Lay Off: In case of layoff, the men laid off shall be returned to work before others are employed to replace them on that job.

Employees 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 time will be paid. All permanent termination shall be at the job site.

Section 7.11. 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.

The Employer shall not deduct time for moving tools from one job to another. An employee shall not move his tools from one (1) job to another for the same Employer on his own time. An employee shall not take his tools to a job or shop before securing employment thereon.

Section 7.12. Tool Storage & Loss: When parking is not available immediately adjacent to the building being worked in, tool storage shall be provided by the Employer.

Should tools be stolen or destroyed by fire when in such storage, then such Employer shall pay the actual cost of tools stolen by forcible entry or destroyed by fire.

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

Section 7.13. Transportation & 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.

Such compensation for travel expense shall be considered a reimbursement for actual expense and in computing overtime pay any such compensation for travel expense for access to such job shall not be computed at overtime rates and shall not be considered as overtime.

Section 7.14. Shift Work Clause: 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 break.
Second Shift: Seven and one-half ($7\frac{1}{2}$) hours plus one-half ($1/2$) hour for lunch.
Third Shift: Seven (7) hours plus one-half ($1/2$) hour for lunch.
- B. Shifts shall be established for a minimum of three (3) consecutive working days.
- C. If only two (2) shifts are to be worked, the Employer may regulate starting times to 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 ten cents (\$.10) per hour premium for seven and one-half ($7\frac{1}{2}$) hours work, and the third shift shall be paid eight (8) hours straight time plus a fifteen cents (\$.15) per hour premium for seven (7) hours work.

- 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 7.15. Utility Person: On residential work only: Utility Persons may be hired at 45% of journeyman base rate plus \$.60 per hour contribution to be paid to R.C.E. Insurance Plan for Health and Welfare. In addition, the Employer shall contribute \$.60 for each hour worked by the Utility Person to the insurance plan sponsored by the Residential Construction Employers (RCE). Before starting work, the Utility Person must present a letter verifying his employment under this classification in order to purchase a work receipt.

Effective May 1, 1996, the \$.60 per hour contribution paid to R.C.E Insurance Plan for Health and Welfare will be increased to \$.65 per hour.

Effective May 1, 1998, the \$.65 per hour contribution paid to R.C.E. Insurance Plan for Health and Welfare will be increased to \$.70 per hour.

Section 7.16. 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 thereof.

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 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 regular working hours. Employees 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 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 grounds for discharge. However, if the Employer's job work force is reduced to the Foreman and the Steward, the Employer may lay off 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.

Section 7.17. 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 upon

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. Payment for vacation purposes is included in the rate of wages and is to be paid as wages direct to the employee.

Section 7.18. Furnishing Supplies, Etc.: Employer shall furnish the following: Emery wheel, grindstone or work bench, mitre box, jack screws (hand or thumb-screws that exceed six (6) inches), glue pot, heavy hammers and spike maul exceeding three pounds (3 lbs.) in weight or heavy steel bars exceeding thirty inches (30") in length, or any other tools than those found in the ordinary carpenters' tool chest, that are required on the job; a shed or suitable place for the safety of the carpenter's tools and clothing, with a heating stove during the winter season for carpenters, ice water for drinking purposes for carpenters when the season of the year justifies, and raincoats, boots and rain hats for form maintenance, welding hoods, welding gloves and welding or cutting goggles.

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

Employees will furnish white carpenter, millwrights and pile driver overalls and items of safety apparel such as hard hats, suitable substantial shoes and goggles, and will use such safety items, as required by the Employer, at all times and shall be subject to discharge for failure to do so.

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 the cost of sharpening.

The Employer shall not require any employee to furnish a vehicle to transport an Employer's tools or materials, nor shall an employee furnish a vehicle to the Employer except where mutually agreeable between the Employer and employee in which case the Employer would make a legitimate payment as follows: a fee equal to normal rental charges made by either Hertz, U-Haul or Ryder Truck rental companies providing the Union shall have the option to see cancelled checks for such rental at its request. An employee may carry in his own vehicle an Employer's electric hand power saw and electric extension cord no longer than 50 feet where mutually agreeable between Employer and employee.

Section 7.19. 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 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 the job.

ARTICLE 8

Millwrights

(Not Applicable to this Contract)

ARTICLE 9

Grievance Procedure and Arbitration

Section 9.01. Any differences arising between employee or Union 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 or application of this contract and any other grievances 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 official of the Employer.

All grievances that cannot be settled between such official 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 third member selected by the first two. The Union and the Employer shall select their respective representatives within five (5) days after receipt of written notice by one (1) of them 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 receipt of notice by one (1) party from the other of the selection of the last named of the first two (2) members, then either member may request

the Federal Mediation and Conciliation Service to submit a list of arbitrators from which the third member or arbitrator will be chosen.

The decision of the majority of this 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 an arbitration board 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.

It is understood that bargaining with respect to changes in wage rates or in conditions of employment upon termination of this Agreement is not a grievance hereunder or subject to arbitration.

No monetary award by arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing written grievance or complaint with the Employer, or in any event for the period of sixty (60) days immediately preceding the date of the arbitration award.

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 lock out any employee covered hereunder during said term.

ARTICLE 11

Picket Lines

Section 11.01. It shall not constitute a breach of this agreement nor grounds for discipline or discharge for any employee covered hereunder to refuse to cross any picket line (except any picket line established in consequence of a jurisdictional dispute) and perform work in any instance where:

- (a) The purpose of the picketing is lawful and is duly authorized by the Union picketing; or
- (b) The establishment thereof is not contrary to, or in violation of applicable law or this Agreement.

ARTICLE 12

Jurisdiction

Section 12.01. Nothing in this Agreement shall be construed to define or determine any craft or work jurisdiction or the recognition thereof by the Employer.

Section 12.02. There shall be no stoppage of work because of a jurisdictional dispute.

The Union will provide the Home Builders Association with any written agreements involving jurisdiction with other local unions within the jurisdictional territory of this contract.

ARTICLE 13

Exoneration

Section 13.01. 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 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 the Employer to so report for work, will constitute just cause for discharge.

It is understood and agreed that the Negotiating Agent, Home Builders 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 14

Miscellaneous — Legal Compliance

Section 14.01. 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. This Agreement covers the entire understanding between the parties hereto, no oral or written rule, regulations or understanding which is not embodied herein, shall be of any force or effect upon the parties hereto.

Section 14.02. In the event that during the term of this Agreement the Carpenters' Pension Trust Fund of Greater 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 non-deductible by the Employer for its obligation for further contributions to said Trust Fund shall temporarily cease and in lieu thereof the Employer shall pay the equivalent of such contributions directly to the Employee as wages during the remaining term of this contract, or unless, and until

said Trust Fund again becomes a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan has been negotiated and made operative between the parties to this contract, contribution to which are deductible from income tax. In either such event, the Employer's obligation to pay the equivalent of such contributions in wages shall cease, and in lieu thereof the obligation to pay required contributions for pension as provided herein shall again become effective; provided, however, that a preliminary notice of proposed disqualification of *the Trust Fund for income tax purposes shall not* terminate Employer's obligation to continue making contributions to said Trust until the Trustees shall have had an opportunity and a reasonable time, not to exceed one hundred eighty (180) days in which to remove the disqualification and obtain a temporary or permanent reinstatement of the qualified status of the Trust. The parties hereto agree that during the interim period between notice of proposed disqualification and reinstatement of the qualified status or the failure of the Trustees within said one hundred and eighty (180) day period to obtain such reinstatement, the Employer shall *continue making its contributions required hereunder* and pay the same into an escrow account to be maintained by Mercantile Bank & Trust Company. Said escrowed funds less any escrowee costs of administering the escrow account, shall be released and paid over to the Pension Trust upon removal of the disqualifications, or if not removed within said one hundred and eighty (180) day period, then be paid as wages to the employees for whose account the money was contributed.

ARTICLE 15

Management

Section 15.01. 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, is 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 16

Statement of Support for the Guard and Reserve

Section 16.01. 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, the 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 employee's 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.

ARTICLE 17

Termination

Section 17.01. This Agreement shall be effective and binding upon the parties from the date hereof until midnight, the 30th day of April, 2001. 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 hand this

22nd day of August, 1995.

HOME BUILDERS ASSOCIATION


By: DEAN S. BURNS

President


By: HOWARD CHILCUTT

Chairman, Labor Policy Committee

CARPENTERS' DISTRICT COUNCIL
OF GREATER ST. LOUIS


By: TERRY NELSON

Executive Secretary-Treasurer


By: JAMES W. RUDOLPH

EMPLOYER

Address

UNION

CARPENTERS' DISTRICT COUNCIL
OF ST. LOUIS, AN AFFILIATE OF THE
UNITED BROTHERHOOD
OF CARPENTERS' AND JOINERS
OF AMERICA, A.F.L.-C.I.O.
AS NEGOTIATING AGENT

By _____
Executive Secretary-Treasurer

By _____
Business Representative

**AMENDMENT TO COLLECTIVE
BARGAINING AGREEMENT**

between

**CARPENTERS' DISTRICT COUNCIL OF
GREATER ST. LOUIS**

an affiliate of the

**UNITED BROTHERHOOD OF CARPENTERS'
AND JOINERS OF AMERICA, AFL-CIO**

and

HOME BUILDERS ASSOCIATION

Whereas, the HOME BUILDERS ASSOCIATION, on behalf of Employers who have designated said Association as their collective bargaining agent, and the CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS, an affiliate of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, have entered into and executed that certain written Collective Bargaining Agreement effective as of May 1, 1995 on construction sites in the City and County of St. Louis and elsewhere as specified therein, and now desire to amend the same in certain respects as set forth herein;

Now, Therefore, the undersigned parties agree that Collective Bargaining Agreement is hereby amended as follows, effective November 1, 1999:

1. Article 5 - Section 5.01. is amended by adding the following provisions:

Effective January 5, 2000 - \$1.00 increase in wages or fringes at Union's option.

Effective May 3, 2000 - \$1.00 increase in wages or fringes at Union's option.

Effective January 3, 2001 - \$.30 increase in wages or fringes at Union's option.

Effective May 2, 2001 - \$1.00 increase in wages or fringes at Union's option.

Effective January 2, 2002 - \$.30 increase in wages or fringes at Union's option.

Effective May 1, 2002 - \$1.00 increase in wages or fringes at Union's option.

Effective January 1, 2003 - \$.30 increase in wages or fringes at Union's option.

Effective May 7, 2003 - \$1.00 increase in wages or fringes at Union's option.

2. Effective on and after January 5, 2000, Section 5.01A. shall be amended by deleting the heading "APPRENTICE RATES OF PAY - RESIDENTIAL", and everything following that heading in Sections 5.01A, 5.01B and 5.02, and substituting in place thereof the following:

**"APPRENTICE RATES OF PAY -
COMMERCIAL AND RESIDENTIAL"**

Effective January 5, 2000:

1st Term* 55% of Journeyman
 Residential Rate — \$12.14 per hour.

2nd Term* 60% of Journeyman
 Residential Rate — \$13.24 per hour

*PLUS - Seventy cents (\$.70) per hour contribution to Carpenters' Health and Welfare and thirty-two cents (\$.32) per hour contribution to HBIAF Fund and two cents (\$.02) per hour contribution to the IHSTF Fund - NO deduction from apprentice net pay.

3rd Term* 65% of Journeyman
 Residential Rate — \$14.35 per hour.

4th Term* 70% of Journeyman
 Residential Rate — \$15.45 per hour.

*PLUS - One dollar and twenty-five cents (\$1.25) per hour contribution to Carpenters' Health and Welfare and thirty-two cents (\$.32) per hour contribution to HBIAF Fund and two cents (\$.02) per hour contribution to the IHSTF Fund - NO deduction from apprentice net pay.

- 5th Term* 75% of Journeyman
Residential Rate — \$16.55 per hour.
- 6th Term* 80% of Journeyman
Residential Rate — \$17.66 per hour.
- 7th Term* 85% of Journeyman
Residential Rate — \$18.76 per hour.
- 8th Term* 90% of Journeyman
Residential Rate — \$19.86 per hour.

*Includes one dollar (\$1.00) per hour vacation stamp in lieu of cash and forty-two cents (\$.42) per hour supplemental dues. (\$1.42 per hour to be deducted from net pay) 5th TERM THRU 8th TERM APPRENTICES RECEIVE FULL JOURNEY LEVEL FRINGE BENEFIT STAMP.

ARTICLE 7 - Working Rules - Section 7.01. DRUG POLICY shall be amended as follows:

The Carpenters' District Council will formulate a Drug Policy agreeable to both parties (Carpenters' District Council and Home Builders Association), *the main objective of which will be to assure a drug-free workplace.* Any Employer shall be permitted to conduct substance abuse testing of the contractor's employees, including pre-assignment testing, periodic or random testing, post-accident testing, *testing for cause or reasonable suspicion* testing, or return to work post-treatment/rehabilitation testing. The Carpenters' District Council shall be entitled to request a summary of the Employer's testing procedures in order to determine that *reasonable procedural safeguards are in place to preserve the reliability and confidentiality of the testing procedures used.*

Retest: Employee members receiving a confirmed positive test result shall have the right to request that their original sample be retested by an approved laboratory of their choice. The request must be made in writing to the Employer within twenty-four (24) hours of the notification of a Confirmed Positive Test. The initial cost for a retest shall be paid in advance by the Employee member requesting the retest. In the event that said retest should prove to be negative, the Employee member shall be reimbursed for the cost of the test and the Employee shall be reinstated.

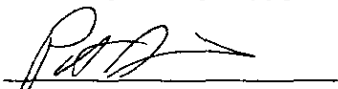
Any member of the Carpenters' District Council who has a confirmed positive test result should call the Carpenters' Health and Welfare Office at (314) 644-4802 and ask for the number to the current Member Assistance Program in order to schedule

an appointment for an evaluation. After the evaluation, the substance abuse counselor will make a recommendation. Upon successful completion of the recommended program and a clean or negative drug screen, the Employee will receive a release to return to work.

ARTICLE 17 - TERMINATION: The first sentence of Section 17.01. is amended to read as follows in its entirety:

"This Agreement shall be effective and binding upon both parties from the date hereof until midnight, the 3rd of May, 2004." The remainder of the paragraph shall remain as is. *This Agreement shall be automatically renewed for additional periods of one year . . . there shall be no strike or stoppage of work.*

HOME BUILDERS ASSOCIATION

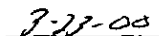


PATRICK SULLIVAN
Executive Vice-President

CARPENTERS' DISTRICT COUNCIL
of GREATER ST. LOUIS and VICINITY



TERRY NELSON
Executive Secretary-Treasurer



Date

