

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MID-AMERICACARPENTERS REGIONAL COUNCIL

AND

ASSOCIATED ELECTRICAL CONTRACTORS OF ST. LOUIS "AEC"

EFFECTIVE

August 1, 2023 – July 31, 2026

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AGREEMENT

This Agreement made this 1st day of August 2023 by and between the ASSOCIATED ELECTRICAL CONTRACTORS OF ST. LOUIS, hereinafter referred to as “Association,” acting as negotiating agent for and on behalf of its members, who have designated the Association as their collective bargaining agent which are hereinafter individually referred to as the “Company” or “Employer” and the MID-AMERICA CARPENTERS REGIONAL COUNCIL, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, hereinafter referred to as the “Union.” The Association shall have no liability or responsibility of any kind for the actions or inactions of its members; rather, the Union shall look solely to the individual Employer for all performance.

This Agreement is entered into pursuant to Section 9(a) of the NLRA. The parties acknowledge that: (1) the Union requested recognition as the majority and Section 9(a) representative of the unit employees; (2) the Association and Employers recognized the Union as the employees’ majority and Section 9(a) representative; and (3) the Association’s and Employers’ recognition was based on the Union’s showing evidence of majority support.

The Union recognizes that the Association is a multiemployer association and that there may be interchange of employees between the individual members of the multiemployer association.

WITNESSETH:

In consideration of the mutual covenants and promises herein set forth, each party hereto agrees with the other as follows:

It is the purpose and intent of this Agreement to establish and preserve harmonious relations between the multiemployer Association, each individual Company and the Companies’ Employees for the mutual benefit of all. It is recognized that the interests of the multiemployer Association, Company and the interests of Employees are fundamentally the same. The Company must prosper if its Employees are to prosper. This requires that the Company and the Employees work together to the end that quality and costs of services will prove increasingly more attractive to customers so that the business will be continuously successful. Accordingly, the Association, Company and the Union do hereby agree to make every effort to make this Agreement the means of improving the relations between the Employees covered by this Agreement and the multiemployer Association and the Company and of improving efficiency and economies so that all may prosper.

ARTICLE I RECOGNITION AND UNION SHOP

Section 1. The Association and the Employer recognize the Union as the sole and exclusive bargaining representative under Section 9(a) of the National Labor Relations Act for and on behalf of the employees of the Employer working within the territorial and occupational jurisdiction of the Union. Prior to recognition, the Association and the Employer were presented and reviewed valid written evidence of the Union’s exclusive designation as bargaining representative by a majority of the appropriate bargaining unit employees of the Employer.

For the purpose of this Agreement, working foremen and lead men shall not be considered supervisory Employees, but shall be considered as within the group represented by the Union.

Section 2. The Company agrees that it will not discharge nor shall any party in any manner discriminate against any Employee for, or on account of, membership or activity in the Union.

It is understood and agreed by and between the parties hereto that, as a condition of employment, all persons who are presently or hereafter employed by the Employer in the unit' which is the subject of this Agreement shall make application to and become a member of the Union on or after eight (8) days from the date of their employment or the effective date of this clause, whichever is the later, and that from and after the eighth (8th) day following the effective date of this clause, the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payments of the periodic dues of the Union. The failure of any person to make application to and become a member of the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members shall require the Employer to forthwith discharge such person; provided, however, that the Employer shall not be required to discharge or otherwise discriminate against any Employee for non-membership in the Union if:

- 1) the Employer has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members, or
- 2) if the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues, and the initiation fees uniformly required as a condition of acquiring or retaining membership.

It is expressly understood and agreed between the parties hereto that nothing herein contained shall require the Company to suspend or discharge any Employee for non-membership in the Union, except failure of the Employee to tender initiation fees, and monthly dues uniformly applied and required in said Union.

In the application, interpretation or administration of the Union Security and Dues Checkoff Provisions of this Agreement, the Union will hold the Company harmless from any and all liability, costs, claims or expenses, including attorney fees (provided, the Union may furnish Counsel and otherwise defend the Company in this regard), which may arise in any manner whatsoever related thereto or in connection therewith.

The Company agrees that upon receipt of a signed authorization form from an employee, it shall deduct from the wages due said employee and remit to the Union by the 15th of the following month the amount necessary to cover his current monthly dues, initiation fees and arrearages and assessments properly authorized.

The Company shall deduct such amounts as follows:

- a) For all Employees, the employer will deduct the sum of one month's union dues for the following month from the wages due such Employees.
- b) For new Employees, the Employer will deduct initiation fees as required by the Carpenters' District Council of Greater St. Louis and Vicinity commencing with the first pay period following receipt of the authorization set forth in this Article.
- c) In the event the Employee shall not be entitled to any pay or insufficient pay during a month, such deduction shall be made from the Employee's next succeeding pay days during which such Employee shall be entitled to any pay.

RIGHT TO HIRE

Section 3. The parties agree that race, color, age, creed, religion, disability, sex, national origin, or any other prohibited basis under applicable Federal, state and local law, shall not be a factor in hiring of employees, or establishing the conditions of their employment, rates of pay, hours or working conditions. No

Employee shall be deprived of equal employment opportunity nor be subject to any discrimination in the exercise of his employment rights on account of race, color, age, creed, religion, disability, sex, national origin or any other prohibited basis under applicable Federal, state and local law. The words “man”, “men”, “he”, “him” and “his” wherever used in this Agreement, whether as words or as syllables in words shall be interpreted to mean “person” or “persons” and shall be construed to mean a person or persons of either sex.

Section 4. The Employer shall be the sole judge of and have the right to determine the number of Employees required on any job, or any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the use of machinery, tools or appliances provided such machinery, tools and appliances are properly maintained in accordance with nationally recognized safety standards.

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.

Section 5. 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 free of charge to all employees covered by this Agreement.

All employees shall, as a condition of employment, satisfy the good standing requirements of the Carpenters’ Program as it exists on May 1, 2023, and as it may thereafter be changed. 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 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 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.

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.

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 reasonable program of drug and alcohol testing permitted by this Agreement.

Section 6. 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, provided that the employee had reasonable opportunity to do so at the Union’s expense. All affected employees shall also, as a condition of employment, have completed any additional safety training designated from time to time by the Union that may be based on input from the various management associations. The safety training program shall be administered by the Carpenters’ Joint Training Trust Fund. 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 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.

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 Mid-America 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.

SUBCONTRACTING - JOB LABOR STANDARDS AND JOB SECURITY

Section 7. Nothing contained in this Agreement shall be construed to prevent the right of the Employer to subcontract all or any part of work awarded to it. However, if the Employer elects to subcontract out all or any part of its on-site electrical work covered by this Agreement, then in that event, the Employer shall make adequate provisions in writing in the contract, agreement or understanding with the subcontractor to pay to, and provide for, its employees so engaged wages and fringe benefits no less than those specified in this Agreement, in performance of the subcontract; upon request, the Union shall be entitled to information and documents relevant to Employer's compliance with this provision.

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

AREA LIMITS

Section 8. It is understood and agreed that the terms of this Collective Bargaining Agreement shall apply to all work performed by the Employer in any of the 105 counties of Kansas, 114 counties of Missouri or the following thirty-three (33) counties of Illinois:

Alexander, Bond, Calhoun, Clay, Clinton, Edwards, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Jersey, Johnson, Lawrence, Madison, Marion, Massa, Monroe, Perry, Pope, Pulaski, Randolph, Richland, Saline, St. Clair, Union, Wabash, Washington, Wayne, White or Williamson.

In the event any employee covered by this Agreement is temporarily transferred to a job outside of the jurisdiction of this Agreement, such that his daily reporting location is different from the Company's primary facility, then the employee shall nonetheless be covered by this Agreement while on such temporary transfer.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline for proper cause; to determine the number of Employees to be employed; to hire Employees, determine their qualifications and assign and direct their work; to promote, demote (other than for disciplinary purposes), transfer, layoff, recall to work; to set reasonable standards of productivity; to determine the products to be produced and/or the services to be rendered; to maintain efficient operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to exercise the right to "make" or to "buy"; to close down or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, relocate, assign or cease any job, department, operation, product, business or service; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved research, production, service, distribution, maintenance and working methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions and all other units of the Employer; to issue, amend and revise policies and work rules including drug and alcohol testing and absentee plans, regulations and practices (provided, however, the Employer shall first notify the Union of such drug and alcohol testing program or other new or revised policies or work rules and bargain with the Union as required and governed by law); and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and the Employer's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising it in the same or some other way not in conflict with the express provisions of this Agreement.

Section 2: Any of the Management's inherent or statutory rights, powers, functions, prerogatives or authorities are retained by the Employer, except as to those rights, powers, functions, prerogatives or authorities which are expressly and specifically modified herein.

To the extent that any function of management authority is expressly limited by this Agreement, a dispute concerning the Company's exercise of that function shall be subject to the grievance and arbitration procedure of this Agreement unless otherwise provided for. However, any managerial function not expressly limited by the terms of this Agreement is reserved to and vested exclusively in the Company and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 3: The Union agrees that the work to be done by members of the unit under this Agreement shall be as, when and where determined and designated by the Employer.

The Company shall have the right to require a reasonable amount of work during an employee's workday consistent with safety, good health, and sustained effort and all work shall be performed in a satisfactory and workmanlike manner.

Section 4: The Employer reserves the right to determine the source from which its Employees shall be secured and to be the exclusive judge of their qualifications. In this regard, such sourcing may include but is not limited to, temporary employment agencies and through the “loaner” program with other employers in the industry upon which the Employer may draw for Employees and such temporary Employees will be subject to the terms and conditions of this Agreement,

Section 5: The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed Employees who can meet the standards of the trade and who can promote the efficiency and safety of the operations of the Employer. Therefore, the Employer, when in need of such qualified Employees, may request the Union for such applicants.

ARTICLE III **WORKDAY - WORK WEEK**

A. Construction Work Only.

Section 1: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 10:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer’s option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Change in starting time to require forty-eight (48) hour notification to employees. In the event of a weather shortened workday, the employee has the option to work a maximum of ten hours daily the remainder of the work week to make up for the weather shortened work day.

If an employee has to take a personal holiday, the employee has the option to make up the workday during the course of that week, but not exceeding 10 hours in a workday. This has to be mutually agreed upon with the contractor and the employee.

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

The Following is an example of the application of the language from the above section:

BJC (Barnes-Jewish) project. Shuttle buses were provided to pick up workers from the parking lot to transport them to the job site so that they could start work on time (7:00 am). The workers had to be at the parking lot prior to start time to catch the shuttle. The shuttles transported the workers back to the parking lot by quitting time @ 3:30 pm. The above language means: to the job on worker’s time – to parking lot from job on Employer’s time However, this does not pertain to the employees’ own vehicles or to company-furnished vehicles.

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

Four 10-Hour Days

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

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

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

Make-Up Day (For Other Than Four 10-Hour Days)

If an employee is prevented from working forty (40) hours Monday thru Friday, or any part thereof due to weather conditions, safety or other conditions beyond the control of the Employer, 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. All work performed in excess of forty (40) hours in a week, or eight (8) hour in any one day will be paid at time and one-half rate. If an employee declines to work Saturday as a make-up day, he shall not be penalized.

The Carpenters Regional 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 2: Lunch Period and Quitting Time: If start of lunch period is delayed beyond 12:30 p.m., employees whose lunch period is so postponed shall be paid the straight time rate for such lunch period.

Sufficient time, but not more than such time as necessary, shall be allowed for employees on jobs to gather tools and reach tool shed by quitting time.

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

Section 3: Suppertime. Employees are to be allowed one-half (1/2) hour for supper with pay at the overtime rate if they work two (2) hours overtime after the end of their regular workday and if they are to continue to work after ten (10) hours when working eight (8) hour days. When working ten (10) hour days, employees are to be allowed one-half (1/2) hour supper if they are to continue work after ten (10) hours. In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime provided they are to continue working after such additional mealtime.

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

Section 4. **Overtime for Construction Work.** Time and one half shall be paid for all overtime hours worked during the week, Monday through Friday, defined as in excess of eight (8) hours worked in one day (ten (10) hours in the case of four 10-hour days) or forty (40) hours worked in one week, and for all work performed on Saturday. Double time shall be paid for all work performed on Sundays or Holidays.

B. Service and Emergency Work Only.

Section 1: A full-time Employee's workweek will normally consist of five (5) consecutive calendar days; the Employer may establish a workweek of four (4) consecutive days, ten (10) hours a day. Part-time Employees (that is, Employees regularly scheduled less than forty (40) hours per week) may be utilized as scheduled by the Employer; however, part time employment shall not be used by the Employer with the intent of replacing full-time employees. All part-time Employees will be subject to the terms and conditions of this Agreement. Thirty (30) minutes shall normally be allowed for lunch without pay.

Section 2: The normal full-time work week will be five (5) consecutive days, usually Monday through Friday, though the Company can change the exact days worked on a week-to-week basis if required by customer needs, or business conditions; in the case of a change in the regular days of work, the Company shall make a good faith effort to give as much advance notice thereof as possible under the circumstances to the affected employees.

Section 3: The regular workday shall normally consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site. Starting times are set by the Employer, at the Employer's discretion and can be staggered to permit starting portions of the work force at various times.

Four 10-Hour Days for Service and Emergency Work

Section 4. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty-minute unpaid lunch period at the straight time wage rate. In the event a job is down due to weather conditions, safety or other conditions then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Starting time will be designated by the Employer. Fridays can be worked in lieu of holidays at Employee's option.

Make-Up Day – Saturday for Service and Emergency Work

Section 5. If any 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) or ten (10) hours of work, as applicable. If an employee declines to work Saturday as a make-up day, he shall not be penalized.

Call-Outs for Service and Emergency Work

Section 6. To meet the needs of customers, any employee covered under this Agreement may be called out after normal working hours or on the weekend to do service or emergency work. Employees called out after their regular workday, or on the weekend shall be compensated as follows:

- A. If employee is dispatched to another call while on his/her way home, he goes back on the clock as though he had not clocked out. When hours worked for the day exceeds ten (10) hours, he will be paid at an overtime rate of time and one-half.
- B. If employee is called out after he has been home, he will be paid at a rate of time and one-half, portal-to-portal, with a two (2) hour minimum.

- C. If employee is called out on a Sunday or Holiday, he will be paid at a rate of double-time, portal-to-portal, with a two (2) hour minimum.

Overtime for Service and Emergency Work

Overtime shall be paid for all work performed over ten (10) hours of work in a day or forty (40) hours of work within a standard weekly pay period, excluding Sunday and Holidays listed in Article XIII. Overtime will be 1 ½ times regular pay, except Sundays and Holidays as provided in Article XIII, which shall be two (2) times regular pay. Section 6, Call-Out pay (above) is separate from overtime; however, there is no pyramiding of overtime and premium pay.

The first ten (10) hours of overtime per week shall be mandatory. Additional overtime shall be voluntary. There will be no mandatory overtime on any Sunday or Holiday.

All overtime must be authorized by Management. Violators will be subject to discipline.

Employees may not refuse the first ten (10) hours of overtime per week except for documented and substantiated health reason or other excuse acceptable to the Company, at its discretion.

ARTICLE IV **CREW SIZE**

The crew size shall be any number of craft workers and supervision required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

ARTICLE V **CONFLICT OF INTEREST**

Section 1. Without the express written permission of the Company, an employee covered by this Agreement shall not, while in the employ of the Company, engage in bargaining unit work as set forth and described in Article 1 of this Agreement, other than work assigned to him by the Company, nor shall there be any use of the Company's property such as tools, parts, equipment, radios/telephones, or transportation, for other than the Company's business. Violations hereof shall result in discharge.

ARTICLE VI **COMPANY-UNION BUSINESS**

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

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 1: Should, during the life of this Agreement, a difference or dispute arise as to the meaning, interpretation or application of any provision hereof, such difference or dispute shall be settled in the following manner:

(a) For the purpose of this Agreement, a grievance is defined as any dispute, claim or complaint involving the interpretation or application of the provisions of this Agreement and/or any claim under state, federal or local law, including but not limited to claims of unlawful discharge, claims of harassment, retaliation, claims of unlawful treatment based upon any one or combination of factors prohibited by applicable state, federal, and/or local law. Any grievance involving such claims shall be resolved exclusively by the grievance and arbitration procedure, except that any controversy arising under the National Labor Relations Act, as amended, (NLRA) shall be processed under the provisions of the NLRA and referred to the NLRB. An employee remains free to file a claim before any Administrative Agency specifically including the EEOC and/or the NLRB.

(b) Any grievance must be submitted in writing by the aggrieved Employee or by the Union. In order to constitute a valid grievance which can be processed, a grievance must be received by the Employer within ten (10) working days after the occurrence giving rise to same or when knowledge thereof should reasonably have been acquired, whichever is later; and the grievance shall state the nature and the date of the occurrence giving rise to the grievance, the section(s) of this Agreement on which it is believed the grievance rests and the relief sought; and the grievance shall be signed by the aggrieved Employee or by the Union and dated.

Failure to file a valid grievance, as herein defined, shall bar all further action by the Union or Employee. Any grievance filed which does not meet the criteria defined above, shall not constitute a valid grievance, and no arbitrator shall have authority to hear that grievance or to render a decision or award on that grievance. The Employer may also file a grievance by following the procedures set forth herein.

(c) If settlement fails, then within ten (10) working days the parties shall strive to meet with the Employee, the Union Business Representative and the Employer or their representative. The Employer shall provide a written answer to the grievance within ten (10) working days of the meeting. Though it is the Employer's intent to answer, should it not do so, the Grievance will automatically advance to the next step (paragraph c).

(d) If settlement fails under the provisions of the above procedure, the aggrieved party (Union or Employer) may request in writing arbitration but must do so if at all, within twenty-five (25) working days of receipt of the Employer's answer in section (b) above. If neither party requests arbitration within such time, the grievance shall be considered denied and settled and shall not constitute a valid grievance any time in the future and no arbitrator shall have authority to hear that grievance or to render any decision or award on that grievance.

(e) If arbitration is validly requested, the parties will attempt to agree upon an arbitrator and if they fail to do so within ten (10) working days, the Federal Mediation and Conciliation Service shall be requested to submit a panel of seven (7) arbitrators.

(f) The Union and the Employer shall alternately eliminate from the panel an arbitrator of their choosing until only one arbitrator on the panel remains. The party requesting arbitration strikes the first name. Each party will be allowed to reject one panel and obtain another. The sole remaining arbitrator shall hear the case.

(f) The decision of the arbitrator shall be binding and conclusive upon the parties to this Agreement. The arbitrator shall have no authority to modify or amend any part of this Agreement by his decision.

(h) The expense of the arbitrator, including time, travel and miscellaneous expenses, shall be split equally by the parties.

(i) Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

Section 2: During the pendency of any issue in the grievance or arbitration procedure, Article IX shall govern and both parties shall continue to carry out the terms of this Agreement without interruption of work.

Section 3: The Employer has no obligation to pay an Employee for time spent in grievance meetings or in activities on behalf of the Union, unless such meetings cannot be scheduled outside of the Employee's working hours.

ARTICLE VIII **STRIKES, LOCKOUTS, ETC**

It is agreed that no officer, member, representative, agent or official of the Union or any of its locals, nor any Employee covered by this Agreement, shall, directly or indirectly, assist, encourage, instigate, promote, sponsor, cause, participate in, support or engage in any picketing, company or product-derogation, supporting strikes, strikes, picketing, sympathy strikes, failure to cross a picket line, sit-downs, slow-downs, hand-billing, work stoppages, concerted refusal to work overtime, slow-downs or stoppages of work of any kind or any other activity which interferes with the Company's operations or the operations of any other member of the multiemployer Association, regardless of the reason for doing so, under any circumstances, during the life of this Agreement.

During the term of this Agreement, the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic, or any work stoppage, or slowdown 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 the Union will, on written request by the multiemployer Association, Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

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

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

It is understood and agreed that as the Negotiating Agent, the Association shall in no event be bound as a principal or Employer hereunder or be held liable as a principle 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 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.

The Company agrees that it will not lock out the Employees during the life of this Agreement.

Any and all employees who violate any provisions of this Article may be discharged or otherwise disciplined by the Company subject to review under the Grievance - Arbitration procedure, but only as to whether the employee violated this Article or not; no Arbitrator shall have the authority to alter in any way the amount of discipline given if the violation occurred.

It is agreed that every employee shall work peacefully and cooperatively with every other employee and no employee shall take action against any other employee by refusing to work with him, by subjecting him to verbal abuse, by handicapping him in his work, by discriminating against him in connection with his work, or in any way urging or coercing him in reducing his productive output. Any such acts contrary to the provision or spirits of this section by any employee shall be proper cause for discipline or discharge by the Employer of any one or more of such employees participating herein.

ARTICLE IX **PROBATIONARY PERIOD/EMPLOYMENT STATUS**

Employees shall be on probation until they have been in the employment of the Company for ninety (90) working days or (five hundred twenty (520) hours (regular and overtime) worked, whichever comes first.

During the probationary period, the Company retains the right to layoff, discipline or discharge the probationary Employee and the Union and Employee waive any right to use the grievance/arbitration procedure to challenge the Company's decision concerning such layoff, discipline or discharge; the grievance/arbitration procedure shall otherwise be available to the probationary Employee.

For all purposes, an Employee's employment ends when:

1. The Employee voluntarily quits.
2. The Employee is absent for two (2) working days without prior approval or notification; further, Employees must, within said two (2) days' time period, contact the Company unless physically impossible to do so, or other extenuating and unusual circumstances apply.
3. The Employee is discharged for cause which shall include but is not limited to: testing positive during working hours for alcohol or drugs; possession of liquor or drugs during working hours; reporting to work intoxicated; possession of firearms or any weapon of offensive nature on the premises of the Employer; excessive absenteeism; excessive tardiness; fighting on the premises; sabotage or destruction of Company property; punching time card of another person or other acts of dishonesty or fraud; immoral or indecent conduct; gambling; violation of major safety rules; sleeping on the job; insubordination; dishonesty connected with the workplace; damage to equipment, product, inventory or person under circumstances involving recklessness by the Employee.

ARTICLE X **MOST 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 XI
WAGES AND FRINGES

The straight time hourly rate of pay or wage scale for employees employed in residential and commercial work covered hereunder shall be set out in the Wage and Fringe Addendum attached hereto.

Pre-Bid Conference

In any county where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Employer, the parties agree to hold a pre-bid conference prior to bidding. 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 contractors bidding on that same job shall be given the same relief.

ARTICLE XII
APPRENTICESHIP PROGRAM

The Carpenters Apprenticeship Training Standards Agreement as jointly developed by the Associated Electrical Contractors of St. Louis and the Mid-America Carpenters Regional Council of the United Brotherhood of Carpenters and Joiners of America, and registered and approved by the Office of Apprenticeship of the U. S. Department of Labor and all subsequent Amendments thereto, shall be deemed, and is made, a part of this Agreement and the Employer and the Union agree to be bound by the terms and provisions thereof. The Joint Apprenticeship Committee referred to herein, shall mean the Joint Apprenticeship Committee established under said Carpenters Apprenticeship Training Standards Agreement.

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

Satisfactory progress as determined solely by the Joint Apprenticeship Committee shall be required for apprentices to be advanced or promoted in the program thereunder and to the wage schedule set forth herein. Apprentices who, in the Joint Apprenticeship Committee's judgment, meet such requirement shall be eligible for and paid the rate provided in the apprentice wage schedule for the respective progression period.

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

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

An Employer shall be authorized to employ such number of apprentices on each of said Employer's jobs or projects or portions thereof at any given time during the course of such job or project and from time to time as shall be determined by the Joint Apprenticeship Committee within its sole and absolute discretion provided that,

in the judgment of the Committee, the Employer has the capacity to safely train apprentices. In so determining the number of apprentices that an Employer may hire, the Committee shall not consider or employ a ratio predicated upon the relative numbers of apprentices and journeymen employed either by the individual Employer throughout its entire operations or by the construction industry or any segment thereof, whether coextensive with, less than, or greater than the local labor market.

The apprentice to journeyworker ratio is: **02 Apprentices to 01 Journeyworker.**

1. One apprentice may be in any period in their apprenticeship and will be under the supervision of a journey level electrician.
2. A second apprentice that is a level of 6th term or above may be permitted to perform work under the indirect supervision of the same journey level electrician.
3. Any work assigned to the apprentice eligible under Part 2. of this section must be performed safely and reasonable in relation to the individual's knowledge, skills, and abilities.

ARTICLE XIII **VACATIONS**

An employee may upon three (3) weeks prior notice to the Employer, take An unpaid leave of absence for a vacation not to exceed two (2) weeks per calendar year from the job on which he is employed, without jeopardizing future employment on that job, provided, however, that the work on the job is in progress on his return and that not 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.

ARTICLE XIV **HOLIDAYS**

Double time the applicable rate of pay will be paid for all hours worked on the following holidays:

New Year's Day	
Martin Luther King, Jr.	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

Veterans Day (or Friday after Thanksgiving) as determined on an employee-by- employee basis at the discretion of the Employer.

In the event that any employee works on both Veterans' Day and the Friday after Thanksgiving, employee will be compensated at the double time rate of wages and fringe benefits on one of those specified days.

If a holiday falls during the work week, the employee has the option to work four (4) ten (10) hour days, provided the employee does not work on the holiday. If the employee works the holiday, the employee is to be paid at the double time rate.

When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday. When any of the above holidays fall on Saturday, the Friday preceding shall be observed as such holiday. The Employer shall have the option, when a holiday falls on a Sunday, to allow half of the workforce to observe the holiday on Friday and the other half of the workforce to observe the holiday on Monday, in order to allow the

shop to remain open both days. The Employer shall have the option, when a holiday falls on a Saturday, to allow half of the workforce to observe the holiday on Friday and the other half of the workforce to observe the holiday on Monday, in order to allow the shop to remain open both days.

ARTICLE XV
WELFARE

The employer agrees to contribute to the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS, for the purpose of providing accident and sickness indemnity and hospital and surgical benefit insurance for all employees covered by, and performing bargaining unit work under this Agreement, and their dependents. The Employer shall contribute to the fund on a monthly basis and it shall contribute for all hours paid for each such employee, in all covered classifications, as follows:

Effective 10/01/2023 - \$10.00 per hour per employee (143 hour per month max. cap)

Effective 8/01/2024 - * TBD per hour per employee (143 hour per month max. cap)

Effective 8/01/2025 - * TBD per hour per employee (143 hour per month max. cap)

* To be determined increases shall be deducted from the Total Package increases set forth in Article XI – Wages and Classifications.

For active Apprentices in good standing enrolled in the Carpenters Joint Training Fund of St. Louis, the contribution rates are set forth in the Wage and Fringe Addendum and apply to all hours paid for such apprentice, with the one hundred forty-three (143) hours per month maximum cap, applying to apprentice terms six through ten inclusive; there is no cap on Health and Welfare contributions for apprentice terms one through five inclusive.

Payment is due on the fifteenth (15th) day of each month, for hours worked in the preceding month.

Employee's eligibility for benefits shall be governed by the provisions of the Trust Fund and the Trust Agreement.

The Employer agrees to be bound by the provisions of the Carpenters' Health & Welfare Trust Fund of St. Louis Agreement, all amendments thereto, and all rules and regulations promulgated thereunder by the trustees, provided, however, that no such amendments or regulations will increase the Employer's cost above that which is provided in this Agreement as the contribution into the fund.

ARTICLE XVI
PENSION FUND

For the life of this Agreement each individual Employer covered by this Agreement shall maintain a pension plan of its own consistent with what the Employer did immediately prior to signing this Agreement as specified in Exhibit A attached hereto and incorporated herein by this reference.

Effective October 1, 2023, the Employer shall contribute to the Carpenters' Pension Trust Fund of St. Louis an amount equal to the then current level for outside construction carpenters.

Effective 10/1/23 - \$9.45 per hour

Effective 8/1/24 – TBD

Effective 5/1/25 - TBD

The above contributions by the Employer are to be used to provide retirement benefits for the employees covered under this contract. Such contributions are to begin with the first date of employment.

The Employer agrees to be bound by the provisions of the Carpenters' Pension Trust Fund of St. Louis trust agreement, all amendments thereto, and all rules and regulations promulgated thereunder by the Trustees, as of August 1, 2023.

ARTICLE XVII
JOINT TRAINING FUND

In addition to the per hour wage rate, the Employer shall contribute fifty-five cents (55¢) per hour for each actual hour worked in under this Agreement by each employee covered by this Agreement to the CARPENTERS' JOINT TRAINING FUND OF ST. LOUIS (JTF).

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

The contribution is to be remitted by the Employer by the 15th of the following month.

ARTICLE XVIII
ANNUITY FUND

In addition, the per-hour wage rate, the Employer shall contribute at the appropriate hourly rate as established by the Union from allocable annual economic increases, for each actual hour worked by each employee covered by this Agreement, to the MID-AMERICA CARPENTERS REGIONAL ANNUITY FUND (hereinafter, "Annuity Fund"). The reporting, payment and administration of such contributions shall be governed by the trust agreement creating the Annuity Fund, and the Employer agrees to be bound by that trust agreement.

Effective October 1, 2023, the Employer shall contribute to the MID-AMERICA CARPENTERS REGIONAL ANNUITY FUND an amount equal to the then current level for the outside construction carpenters.

Effective 10/1/23 - \$\$1.10 per hour

Effective 8/1/24 – TBD

Effective 8/1/25 – TBD

ARTICLE XIX
VACATION AND HOLIDAY FUND

The per hour wage rate will include vacation and holiday payment of one dollar (\$1.00) per hour. This does not apply to 1st, 2nd, 3rd, 4th and 5th term apprentices.

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

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

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

ARTICLE XX **WAGE & FRINGE BENEFITS**

All of the wage rates set forth in this Agreement are considered minimums and may be exceeded or not at the Employers discretion, not subject to the Grievance Procedure.

On Prevailing Wage job, the Employer shall pay not less than the total rates prescribed by law.

The Employer shall not be arbitrary, capricious or unreasonable in determining whether a given journeyman qualifies for an A or B card. When an apprentice successfully completes the full program, he shall advance to a B Card journeyman, or if qualified, to an A card.

In the interest of creating a viable pathway for a B card electrician to achieve A card status, the following process is available. This process is meant to be a challenge, an evaluation, and a fair measuring tool to determine the knowledge, skill, and professionalism of the individual.

The process begins with an electrician being eligible by time-in-trade. If an electrician has been a B card for a minimum of 5 years or can reasonably prove that they have been active in the trade for a minimum of 10 years, they are eligible to be considered for the pathway to A card program. Once that has been determined, the eligible electrician will submit a letter of request to the Training Program Coordinator.

There are two classes the electrician will need to be enrolled and complete. One is the Construction Supervisor class and the other is the NEC class. They are both 32 hour classes and will be offered by the apprenticeship training staff.

There are three certifications the electrician will need prior to starting the A Card process. First, the electrician will need to complete OSHA 30 (or have proof of completing it within the previous three calendar years). Second, they will need to have First Aid and CPR/AED current certification. Third, they will need have their NFPA 70E electrical safety certification.

With those courses and certifications complete, the electrician can be scheduled for their exam and practical evaluation.

The A card exams are in two parts. The purpose of these exams is to help determine whether or not the examinee has a knowledge level commensurate with that of a formally trained or experienced Journeyman. The difference being that an advanced Journeyman should be able to find the answers he or she needs in the NEC and as well should have a solid understanding of important concepts of safety.

The first part is a 50 question multichoice exam based on the 2020 NEC. Examinees will have 2 hours to

complete it. Each question is worth 2 points, one for the answer to the question and one for the NEC reference address. Requires a 75% correct score in order to advance to the second part.

The second part is also a 50 question multichoice exam. Some questions are based on the 2020 NEC and some are safety related (not found in the NEC). Examinees will have 2 hours to complete it. Each question is worth 2 points, with partial credit being given for multipart answers that are incomplete.

This exam also requires a 75% correct score to pass.

After it has been graded, if the examinee passes the first part, they may move on to the second part in the same day.

If the examinee fails part one, they may retake the exam after a minimum of three months. They may not take part two until they pass part one in the same cycle. Multiple exams will be available such that an examinee will not be taking the same exam twice.

Examinees will not be allowed use of their phones during the exam. An NEC and a calculator will be made available for them to use at the time of the exam. All scratch paper will be collected by the proctor after the exams are completed.

The examinees will be told only of their status of pass or fail. The exams will not be reviewed with the examinees, nor will they be returned. If the student feels the grading is unfair, the exams may be graded by a second proctor for unbiased results.

Once the electrician has passed the exams, they will be ready for the practical evaluation. They will be given a task sheet and will be expected to carry out a wide variety of electrical tasks in the Lab area at the training center. They will be monitored for safe practices and NEC minimum installation requirements as well as general methods and attention to detail. There will be a time limit for the tasks assigned. Upon completion and grading, the electrician will be required to disassemble their construction and restore the Lab area to previous conditions, all while maintaining safe practices.

Successful completion of these items will indicate that the electrician likely has the skills and knowledge to carry out the level of electrical work which can reasonably be attributed to an electrician with A Card status.

WAGE/BENEFIT INCREASES

The following applies to A card packages covered by this Agreement:

Effective October 1, 2023: \$3.85 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

Effective August 1, 2024: \$2.58 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

Effective August 1, 2025: \$2.57 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

The following applies to **B** card packages covered by this Agreement:

Effective October 1, 2023: \$3.05 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

Effective August 1, 2024: \$2.25 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

Effective August 1, 2025: \$2.20 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

The following applies to **C** card packages covered by this Agreement:

Effective October 1, 2023: \$3.05 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

Effective August 1, 2024: \$2.25 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

Effective August 1, 2025: \$2.20 per hour in wages or fringe benefits to be determined by the Trustees of the Pension, Annuity and Health & Welfare Funds*

APPRENTICE WAGES/FRINGE BENEFIT INCREASES

Apprentice wages and contribution rates for Pension, Annuity and Health and Welfare Fund shall be a percentage of the journeymen scale. The applicable percentage, which corresponds to an apprentice's term in the apprenticeship training program, is determinable by reference to the percentages in the foregoing wage/benefit table.

ARTICLE XXI **ESTAMP PROGRAM**

Pension, health & welfare, annuity, and vacation contributions, plus any related training/apprenticeship fund contributions and association fees required to be paid for work performed in these areas, shall be remitted by the Employer pursuant to the Estamp Program established by the Carpenters' Vacation Trust Fund of St. Louis. The Employer shall furnish, at the time of purchase, such remittance reports and other information as are needed by the Estamp Program to enable contributions to be credited electronically to employees' accounts, and the Employer shall abide by all such rules and regulations as may now or hereafter be established for the operation of the Estamp Program.

Payment of pension, health & welfare, annuity, training/apprenticeship, and vacation contributions, plus any related association fees set forth in this Agreement, shall be made by the Employer via electronic purchase of fringe benefit Estamp hours through the Estamp Program. The price of each Estamp hour shall be equal to the sum of the hourly contribution rates established in this Agreement for pension, health & welfare, annuity, training/apprenticeship, and vacation contributions, plus any related association fees set forth in this Agreement.

An employee shall be entitled to one (1) Estamp hour, or fraction thereof, for each full straight time hour, or fraction thereof, worked by a covered employee.

With respect to all contributions and fees payable under this Agreement other than vacation, pension and annuity, an employee shall receive one (1) Estamp for each overtime hour worked during the pay period for both time and one-half and double time wage rates.

With respect to vacation, pension and annuity contributions: an employee working shall receive one and one-half (1.5) Estamp for each overtime hour worked Monday through Saturday; and for overtime hours worked on Sundays or holidays, an employee shall receive two (2) Estamp hours for each overtime hour worked during the pay period.

Upon completion of Estamp purchases, a record of the Estamp Receipt will be posted both on the Employer's Internet Estamp Account and the Employee's Internet Estamp Account for verification and tracking. Estamp hours will be downloaded by the Carpenters' Benefit Fund office electronically and posted to the appropriate fringe benefit funds. Contributions and association fees will be processed electronically by Commerce Bank and distributed to the appropriate fringe benefit fund or association at the direction of the Carpenters' Benefit Fund office.

All contributions and fees due on account of hours worked during a pay week shall be purchased in the Estamp Program and the related remittance reports submitted, not later than the Employer's payday for that pay week.

ARTICLE XXII **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.

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.

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.

Surety Bond

The Employer shall secure and maintain a surety bond or irrevocable letter of credit from a reputable financial institution in the amount as indicated below to guarantee payment of all wages, fringe benefit contributions, and dues provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. The principal amount on the bond or irrevocable letter of credit shall be:

One (1) to Five (5) Employees	\$10,000.00
Six (6) to Ten (10) Employees	\$15,000.00
Eleven (11) to Fifteen (15) Employees	\$20,000.00
In Excess of Fifteen (15) Employees	\$50,000.00

The foregoing requirement may be waived or reduced by the Union on a case-by-case basis upon evidence of mitigating circumstances.

For Employers who employ fifteen (15) or more employees and were signatory to the preceding Agreement and are current on the payment of fringe benefit contributions as of the first date of this Agreement, the surety bond or irrevocable letter of credit amount shall remain at \$25,000.00. In the event an Employer becomes delinquent on their payment of fringe benefit contributions, the Employer will be required to secure a surety bond or irrevocable letter of credit in the amount of \$50,000.00.

To help with the collection of fringe benefits and to avoid disruption of the work of delinquent employers, an Employer may request a letter from the Union on behalf of any of the Employer's subcontractors that are obligated to contribute to the Pension, Health and Welfare, Annuity, Training/Apprentice or Vacation Funds described in this Addendum. Upon receipt of such request, the Union will provide the requesting Employer with a letter stating the most recent date to which the subcontractor has both reported its contributions due and paid all such contributions.

Workers' Compensation

The Employer shall provide Worker's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by state law. The Employee is required to inform the Employer of a work-related injury or illness as soon as possible after a work-related injury or illness occurs on the jobsite.

ARTICLE XXIII **CONFORMITY TO LAW**

Any provisions of this Agreement which violate or are in conflict with any Federal or State Law shall be void and the parties hereto shall meet to negotiate a new provision, with all other terms and conditions hereof remaining in full force and effect.

ARTICLE XXIV **ASSOCIATION MEMBERSHIP**

Associated Electrical Contractors of St. Louis (AEC)

In addition to the per hour wage rate, the Employer shall contribute the sum of ten cents (\$0.10) per hour, effective on the effective date of this Agreement, to the Associated Electrical Contractors of St. Louis.

The contribution shall be made for each actual hour paid to each employee covered by this Agreement.

The reporting, payment and administration of such contributions shall be governed by the Agreement creating the Associated Electrical Contractors of St. Louis.

ARTICLE XXV
SEPARABILITY

Should any part of any provisions contained in the Agreement be invalid by reason of any existing or subsequently enacted legislation or by decree of a court, such invalidation shall not invalidate the remaining portions.

ARTICLE XXVI
EXCLUSIVE AGREEMENT

This Agreement supersedes all prior agreements, understandings or practices, oral or written, of any kind or type prior to the execution of the Agreement and constitutes the sole and exclusive agreement between the parties.

ARTICLE XXVII
DURATION

This Agreement shall become effective August 1, 2023, and shall continue in full force and effect to July 31, 2026. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers.

MID-AMERICA CARPENTERS
REGIONAL COUNCIL

ASSOCIATED ELECTRICAL CONTRACTORS
OF ST. LOUIS

BY _____
GARY PERINAR
Executive Secretary-Treasurer

BY _____
JERRY REINHOLD
President

DATE: _____

DATE: _____

BY _____
GERHARD GLASSL
AEC Representative

DATE: _____

EMPLOYER/CONTRACTOR

BY _____
Contractor Representative Signature

DATE: _____

Contractor Representative Print

Phone Number

Company Name

Fax Number

Address

Email Address

City State Zip

EIN

Journeyman Electrician – Class A
Job Description
Job Summary

- Hourly position
- Reports to project manager or immediate supervisor.
- Primarily responsible for performing all types of electrical work.

Responsibilities

- Layout project, order material and direct crew of three or less not including self on all types of electrical projects.
- Responsible for company equipment such as company owned tools and vehicles.
- Assist in training lower-level apprentice and journeyman electricians.
- Responsible for keeping necessary paper work, ordering material and any other responsibilities w/ in reason.

Qualifications

- Possess all qualifications of a Journeyman Class B electrician.
- Pass the Prometric© Journeyman Electrician exam.
- Pass the Prometric © Low Voltage Electrician exam,
- Ability to manage himself and a crew of (3) or less electricians.
- Ability to communicate with customers on projects.
- Troubleshoot electrical circuits in timely manner without assistance.
- Install electrical conduit in accordance with the following standards:
 - ¾" EMT: 800' in 8 hrs (standard conditions).
 - 1 ¼" EMT: 500' in 8 hrs (standard conditions).
 - 2" EMT: 350' in 8 hrs (standard conditions).
 - 4" EMT: 250' in 8 hrs (standard conditions).
- Possesses the ability to think quickly and redirect efforts as required to maintain and safe and productive work environment.
- Full grasp and ability to calculate conductor size, voltage drop, conduit and box fill.
- Full grasp of motors and control wiring including the following.
 - Sizing of motor branch and feeder circuits.
 - Ability to understand and wire motor controls.
 - Ability to understand and wire various control circuits such as limit switches, HOA switches, relays etc.
 - Ability to understand and troubleshoot motor and control circuits.
 - Ability to read schematic / ladder drawings.
- Demonstrates good quality control for himself and others.
- Always maintains the best interests of the company and performs all work in a safe, timely, and professional manor.

Journeyman Electrician – Class B
Job Description
Job Summary

- Hourly position
- Reports to project manager or immediate supervisor.
- Primarily responsible for performing residential, commercial, communications, and lighting service.

Responsibilities

- Studies blueprints and schematics and determines methods, materials and equipment to complete the project.
- Inspects and evaluates electrical equipment to ensure that it operates efficiently and safely.
- Assist in training lower-level apprentice electricians.
- Install conduit, non-metallic sheathed cable, and metal-clad cable in residential and commercial buildings.
- Layout project, order material and direct crew of three or less not including self on all types of electrical projects (smaller in scale than Journeyman Class A).
- Responsible for company equipment such as company owned tools and vehicles.
- Assist in training lower-level apprentice and journeyman electricians.
- Responsible for keeping necessary paper work, ordering material and any other responsibilities w/ in reason (smaller in scale than Journeyman Class A).

Qualifications

- Complete a Department of Labor certified electrical apprenticeship and training program.
- Possess a Department of Labor journeyman certificate.
- Knowledge of the National Electrical Code.
- Knowledge of the principles of electricity and electronics.
- Knowledge of the standard methods, materials, tools and equipment of the electrical trade.
- Knowledge of the potential occupational hazards connected with electrical work and the safety standards and practices which should be applied.
- Skill in the use of the tools of the electrical trade.
- Skill in installation of electrical devices and equipment.
- Troubleshooting skills.
- Ability to interpret and apply blueprints, schematics, maintenance manuals and assembly instructions.
- Ability to work from ladders, scaffolds and lifts.

Low Voltage Electrician – Class C
Job Description
Job Summary

- Hourly position.
- Reports to project manager or immediate supervisor.
- Primarily responsible for performing low voltage wiring.

Responsibilities

- Studies blueprints and schematics and determines methods, materials and equipment to complete the project.
- Inspects and evaluates low voltage electrical equipment to ensure that it operates efficiently and safely.
- Assist in training lower-level low voltage apprentice electricians.
- Install conduit, conduit stubs for low voltage, bridal ring, J-hooks, and all other means of supporting and housing low voltage cable.
- Layout project, order material and direct crew of three or less not including self on all low voltage electrical projects.
- Responsible for company equipment such as company owned tools and vehicles.
- Assist in training lower-level apprentice and journeyman low voltage electricians.
- Responsible for keeping necessary paper work, ordering material and any other responsibilities w/ in reason.

Qualifications

- Complete a Department of Labor certified low voltage electrical apprenticeship and training program.
- Possess a Department of Labor low voltage journeyman certificate.
- Knowledge of the National Electrical Code.
- Knowledge of the principles of low voltage wiring.
- Knowledge of the standard methods, materials, tools and equipment of the low voltage electrical trade.
- Knowledge of the potential occupational hazards connected with electrical work and the safety standards and practices which should be applied.
- Skill in the use of the tools of the low voltage electrical trade.
- Skill in installation of low voltage electrical devices and equipment.
- Troubleshooting skills.
- Ability to interpret and apply blueprints, schematics, maintenance manuals and assembly instructions.
- Ability to work from ladders, scaffolds and lifts.


ARTICLE XXVII
DURATION

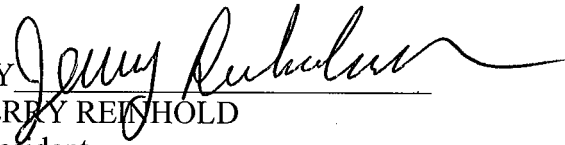
This Agreement shall become effective August 1, 2023, and shall continue in full force and effect to July 31, 2026. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers.

MID-AMERICA CARPENTERS
REGIONAL COUNCIL

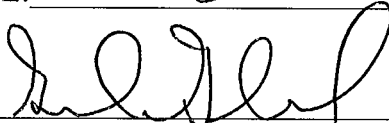
ASSOCIATED ELECTRICAL CONTRACTORS
OF ST. LOUIS

BY 
GARY PERINAR
Executive Secretary-Treasurer

BY 
JERRY REINHOLD
President

DATE: 7/31/23

DATE: 7-27-23

BY 
GERHARD GLASSL
AEC Representative

DATE: 7.27.23

EMPLOYER/CONTRACTOR

BY _____
Contractor Representative Signature

DATE: _____

Contractor Representative Print

Phone Number

Company Name

Fax Number

Address

Email Address

City State Zip

EIN