K 8226
2,000 workers

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA AFL-CIO
MILWAUKEE & SOUTHERN WISCONSIN DISTRICT COUNCIL OF CARPENTERS

37 pages

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P.O. BOX 790
PEWAUKEE, WI 53072-0790

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DEMAND THIS LABEL ON ALL WOODWORK

1999-2004

6/1/99 – 5/31/2004

"RESIDENTIAL CARPENTERS' AGREEMENT"

SIC 1520
NAICS 233210

GEOGRAPHICAL JURISDICTION:
MILWAUKEE, WAUKESHA, WASHINGTON & OZAUKEE COUNTIES - 4 COUNTIES

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION the undersigned hereby agrees to live up to and be bound by all of the terms and provisions of the 1999-2004 Collective Bargaining Agreement in force and effect between ALLIED CONSTRUCTION EMPLOYERS' ASSOCIATION, INC. (ACEA), and the MILWAUKEE & SOUTHERN WISCONSIN DISTRICT COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, a copy of which is attached hereto, to the same effect and for the same period of time as though the undersigned were affiliated with the aforesaid ALLIED CONSTRUCTION EMPLOYERS' ASSOCIATION, INC.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 19____.

EMPLOYER

_____
Print name of firm

_____
Authorized Signature Title

_____
Print Authorized Signature

_____
Address City

_____
State Zip Phone

_____
U.C. Number W.C. Exp. Date

_____
Bonding Company Exp. Date

MILWAUKEE AND SOUTHERN WISCONSIN
DISTRICT COUNCIL OF CARPENTERS
NEGOTIATING COMMITTEE:
DENNIS F. PENKALSKI, Chairman
JEFFERY P. DZIEDZIC

BY Dennis F. Penkalski
Dennis F. Penkalski, Secretary-Treasurer/
Business Manager

MILWAUKEE & SOUTHERN WISCONSIN DISTRICT COUNCIL

42

Please list Corporation Officers as referred to in Article VIII, HEALTH FUND, Section 8.3(a).

Name	Title	SS Number

VOLUNTARY RECOGNITION AGREEMENT

This Agreement for Voluntary Recognition is made and entered into this _____ day of _____, 19_____, by and between _____ hereinafter referred to as the "Employer") and the Milwaukee & Southern Wisconsin District Council of the United Brotherhood of Carpenters and Joiners of America (hereinafter referred "Union").

The Union has claimed and demonstrated and the Employer is satisfied and acknowledges that the Union represents a majority of the Employer's employees in the appropriate bargaining unit covered by the Labor Agreement to which this Recognition Agreement is attached.

The Employer hereby recognizes the Union as the exclusive bargaining agent under Section 9(A) of the National Labor Relations Act for all employees performing work within such collective bargaining unit on all present and future jobsites within the Union's geographic jurisdiction.

UNION:

MILWAUKEE & SOUTHERN WISCONSIN
DISTRICT COUNCIL OF CARPENTERS

BY: _____
Dennis F. Penkalski, Secretary-Treasurer/
Business Manager

EMPLOYER:

_____

_____

BY: _____

TITLE

_____

GEOGRAPHICAL JURISDICTION OF
1999-2004 RESIDENTIAL CARPENTERS' AGREEMENT

For the purpose of this Agreement the Geographical Jurisdiction for the Residential Carpenter Employers shall be Milwaukee, Waukesha, Washington and Ozaukee Counties.

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1999-2004 RESIDENTIAL CARPENTERS' AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of June, 1999 by and between ALLIED CONSTRUCTION EMPLOYERS' ASSOCIATION, INC. (ACEA), hereinafter referred to as the "Association," and MILWAUKEE & SOUTHERN WISCONSIN DISTRICT COUNCIL of the UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union," all of the State of Wisconsin.

WITNESSETH

That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed, and mutual benefits derived, agree to and with each other as follows:

ARTICLE I
RECOGNITION AND PRIOR AGREEMENTS

Section 1.1. Definition of Residential Work: Residential Construction is all work in connection with: construction, alteration or repair of all residential units such as single dwellings, duplexes, nursing homes, row houses, town houses and walk-up apartments. This Agreement does not cover those housing units constructed of reinforced concrete, and/or steel-framed units normally referred to as "high rise", and are normally in excess of three stories, and any work of a sub-division of the trade covered by a Collective Bargaining Agreement in effect on the date of this Agreement (Commercial Construction).

Section 1.2. This Agreement does not cover funeral homes, clinics, restaurants, rest homes, stores or similar work traditionally done under the Commercial Agreement.

Section 1.3. The parties agree that all work within the scope of the Commercial Carpenter Agreement shall be performed under the terms and conditions of the Commercial Carpenter Agreement.

Section 1.4 The Association and the Employer hereby recognize the Union on a multi-employer basis as the sole and exclusive bargaining agent for all employees performing bargaining unit work historically covered by this Agreement and covered by the occupational and geographical jurisdiction of the Union. The coverage of this Agreement shall be all bargaining unit work historically covered by this Agreement and normally performed by Journeyperson Carpenters, and Apprentices, over which the Employer has control. The provisions of this Section shall not prevent the Union from making claims for other work.

Section 1.5 This Collective Bargaining Agreement is a Section 8(F) Pre-hire Agreement under the National Labor Relations Act. Any individual Employer signatory to this Agreement may individually execute the Voluntary Recognition Agreement attached hereto with the District Council party to this Agreement, provided the Union has demonstrated it represents a majority of the Employer's Employees. The Association on behalf of their members do not have authority to extend Section 9(A) recognition to the District Council.

Section 1.6 This Agreement represents a consolidation, reorganization and restatement of, and replaces the 1996-1999 Residential Carpenters' Agreement, which constituted, collectively, the Agreement in effect between the Association and the Union just prior to the execution of this Agreement. It is the intention of the parties that such consolidation, reorganization and restatement shall not affect the continuity of the contractual relations between the Association and the Union as such continuity existed heretofore.

Section 1.7 Employees historically performing work under the 1978-80 Collective Bargaining Agreement between Lathers' Local No. 10 and the Contracting Plasterers' and Lathers' Association of Milwaukee, classified as Lathers, Lather Sub-Foreman, Lather Foreman and Lather Apprentice will be covered by the Carpenters' Agreement and will be classified as Journeyperson Carpenter, Sub-Foreman and Foreman. Lather Apprentices will become Carpenter Apprentices.

Section 1.8 Traditional lathing, that is, metal and gypsum lath, metal framing and the setting of accessories for same, historically assigned to the bargaining unit described in Section 1.7, above, will, on and after June 1, 1980, be assigned to employees covered by this Agreement. The Employer in making work assignments and work allocations and the Union in making job referrals involving such traditional lathing as described herein, must give priority to employees formerly represented by Lathers Local 10, provided such employees are available.

ARTICLE II
UNION SECURITY

Section 2.1 Union Shop. All present employees covered by this Agreement who are members of the Union on the effective date of this Section, shall remain members in good standing as a condition of continued employment. All present employees who are not members of the Union on the effective date of this Section, and all employees who are hired after such effective date, shall as a condition of continued employment, become and remain members of the Union during the life of this Agreement, after the seventh (7th) calendar day after their employment by any Employer or Employers covered by this Agreement, or seven (7) days after the effective date of this Section, whichever is later. Such seven (7) day period after which an employee is to join the Union shall be computed from the first day such employee enters the employment of any Employer covered by this Agreement. The Union agrees to furnish journeypersons, and apprentices on a nondiscriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays and Holidays, after notice by the Employer.

If the Union fails to furnish journeypersons, and/or apprentices, as required, the Employer may draw from whatever sources are available to meet the requirements at the time as per this Section.

Section 2.2 The Union Security provisions contained in the 1947 Labor Agreement between the parties shall supersede the Union Security provisions of this Agreement, and be automatically effective upon the date of any amendment or change in the Labor-Management Relations Act, or in the Wisconsin Employment Peace Act, which amendments or changes legally permit the reinstatement of such provisions of the 1947 Labor Agreement, or any portion thereof.

Section 2.3 Should the Employers fail to comply with Section 2.1, in its entirety, it shall become optional with the Union to furnish its members to said Employers.

Section 2.4 Working Assessment. **(a)** Upon the Union's receipt of an employee's written authorization, which shall be irrevocable for not more than one year or the term of this Agreement,

whichever occurs sooner, the Employer shall deduct from the employee's wages, working assessment in the amount certified to the Employer by the Union as representative of that required of all members to maintain membership in the Union, and remit the same in an amount as specified under Appendix "A" to the Milwaukee Area Central Depository as specified under Article XI on a remittance form showing the names and amounts from whom the deductions were made in the amount required for the particular area where the work is performed. Such form shall also show the various fund contributions made by the Employer pursuant to this Agreement.

The Union shall furnish the Employer with a copy of the employees written authorization. Failure of the Union to submit such authorization shall relieve the Employer of the obligation to deduct the working assessment. Such written authorization by an employee may be revoked by the employee during a ten (10) day period prior to the anniversary or termination date of this Agreement, whichever occurs first. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods during the term of this Agreement.

(b) Authorization. The employee's written authorization shall require that the employee acknowledge that employment in the construction industry may cause the employee to be employed by several different employers signatory to this collective bargaining agreement and that the authorization will extend to all employers for whom the employee may perform work under the terms and provisions of the collective bargaining agreement in force and effect as of the time of employment. It shall be the Union's obligation to provide each employer with a copy of each employee's current written authorization upon the establishment or re-establishment of an employment relationship.

(c) Hold Harmless for Working Assessment. The Union shall indemnify and save the contractor harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by it for the purpose of complying with the provisions of this Section.

(d) This Working Assessment deduction shall not be in effect until such time as the Milwaukee Area Central Depository for receiving payments on fringe benefit funds as described in Article XI, Section 11.14 is put into effect.

ARTICLE III
SCOPE OF WORK

CARPENTERS

Section 3.1 (a) The term "carpenters" and the term "joiners" are synonymous and in either case shall mean one who performs the work normally allotted to this trade which, subject to the rules and procedures of the National Joint Board for the Handling of Jurisdictional Disputes, is described as follows:

(b) The framing, erecting and prefabrication of roofs, roof trusses, partitions, floors and other parts of buildings of wood, metal, plastic or other substitutes. The erection of Stran Steel sections or its equal. The building and setting of all concrete forms and decking, and the dismantling of same (per international agreement) when they are to be reused anywhere. The cutting and hanging of all framework for roofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by the carpenters. The setting of wood templates for anchor bolts for structural members and for machinery and the placing, leveling and bracing of those bolts. All framing in connection with the setting of metal columns. the setting of all bulkheads, the setting and

fabricating of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member.

(c) The handling of materials from the point of distributive stockpile. The handling of all fixtures from the delivery truck.

(d) The building and moving of all scaffolding, runways and staying where carpenter's tools are used, the building from the ground up of all scaffolds over fourteen (14) feet in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood.

(e) Any tarps or plastic material used for the construction of temporary wind break and weather protection, but not including coverings for concrete slabs and building materials is the work of the carpenter.

(f) The cutting or framing of openings for pipes, conduits, ducts, etc. where they pass through floors, partitions, walls, roofs or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts, backing and sleeves for pipes, ducts, and fixtures, etc. where carpenters' tools and knowledge are required. The welding of studs and other fastenings to receive material being applied by the carpenters, if these are not contrary to International Agreements.

(g) The installation of all interior and exterior trim or finish of wood, aluminum, hollow or extruded metal, plastic, doors, transoms, thresholds and windows. The setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used. The installation of all wood, metal or other substitutes of casings, mouldings, chair rail, wainscoting, china closets, base or mop boards, wardrobes, metal partitions as per National Decisions or specific agreements, etc. The complete laying out, fabrication and erection of stairs. The making and installation of all fixtures, cabinets, shelving, racks, louvers, miscellaneous accessories, etc. The application of all hardware in connection with our work. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. The manufacture, fabrication and installation of all screens, storm sash, storm doors and garage doors, the installation of all weather stripping, inside and outside blinds, the installation of wood, plastic or metal awnings, door shelters, jalousies, optical tooling and plastic welding.

(h) The installation of all material used in drywall construction such as plasterboard, and other composition boards. The application of all materials which serve as a base for acoustic tile, except plaster. All acoustical applications as per National Decisions or local agreements.

(i) The building of all barricades and enclosures including, but not limited to, containment units.

(j) The installation of rock wool, cork and other insulation material used for sound or weatherproofing. The removal of caulking and replacing of staff bead and brick mold and all Oakum caulking, substitutes, etc. and all other caulking in connection with carpenter work.

(k) The installation of chalk boards as per National Decisions and local agreements.

(l) The operation of all winches and forklifts used to raise wooden structures.

(m) The erection of porcelain enameled panels and siding.

(n) The installation, erection, construction and completion of the following work shall be contracted for by the Employer and shall be assigned to and performed by journeyperson carpenters and apprentices.

(o) All carrying bars, purlins and furring regardless of size, light iron and metal furring of all description, such as rods, channels, flat iron, Nailock, Screwlock, Pomeroy, T.Bar, H.Bar, Z.Bar, metal splines; all light iron and metal studs such as Stran Steel, Penn metal, Truscon and all other types of light iron and metal studs and all other light iron furring erected to receive lath and plaster or acoustical materials.

(p) The nailing, tying and fastening of all wire and metal lath such as wire cloth, wire mesh, expanded metal lath, hyrib lath and rib and flat expanding metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings on any of the above types of light iron and metal furring which receives lath and plaster or acoustical materials; the placing of all types of floor lath such as hyrib, paperback steelflex floor lath, Penn metal rib and all other appurtenances connected therewith.

(q) The tying, nailing, clipping or fastening of all types of lath regardless of size such as wood lath, plaster board, button board, flaxilium board, bishopric celotex, gypsum lath, rocklath, sheetrock or any and all types of materials erected to receive or hold plaster or acoustical material.

(r) The erection of any and all mechanical acoustical systems such as Cuppies, Economy, Fiberglas, Lock Products, National Rollingmills, Chicago Metalic, Armstrong, Jackson, Reynolds Aluminum Securities, Interlock Grid or any other type or kind which takes the place of same to which acoustical material is attached or adhered and to include all metal insulated panels.

(s) The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base, base screed and any and all other metal plastering accessories which are covered and/or serve as a ground, guard or screed for plaster material.

(t) The work of the fabrication of all materials on a job shall be assigned to journeyperson carpenters and apprentices.

(u) Carpenters shall use or operate any tools or equipment of the trade necessary to perform the above stated work.

ARTICLE IV
HOURS OF WORK AND OVERTIME

Section 4.1 Work Day.

(a) Hours of Work---The work day shall consist of eight (8) consecutive hours between 6:00 A.M. and 5:00 P.M. as designated by the Employer, exclusive of a 30 minute lunch period to commence at the midpoint of the workday.

(b) Optional Four Tens: Upon mutual agreement of the Employer and a majority of employees per crew, per classification of work, the Work Week may consist of a four day, forty-hour week, Monday through Friday, with ten (10) consecutive hours between 6:00 A.M. and 5:00 P.M., exclusive of a 30 minute lunch period to commence at the midpoint of the Work Day. Overtime rates shall be paid after

ten (10) hours per day and forty (40) hours per week. It is agreed the optional four tens, forty hour work week cannot be invoked on Publicly Funded Prevailing Wage Work unless there is a modification to the laws governing Publicly Funded Prevailing Wage Work which would allow this to occur.

(c) Make-up Days: (Weather Related or Conditions Beyond the Control of the Employer) Ten hour days may be implemented at the straight-time hourly wage rate, provided there is mutual agreement between the Employer and employees. Example: When employees are unable to work because of weather related or conditions beyond the control of the Employer, ten-hour days for the remainder of the workweek may be used whether an 8 or 10 hour workday was previously scheduled at the start of the workweek.

(d) The starting time on a given job shall be the same for all employees over which the Employer has control.

(e) The designated starting time can be changed only at the start of a new job- or at the start of a workweek, except as outlined in Section 4.1(c).

(f) The designated starting time shall not be altered during the workweek, except as outlined in Section 4.1(c).

(g) Employees transferred from one jobsite to another during the course of the workday or workweek will not lose earnings because of a difference in starting times.

(h) The designated starting time shall not be altered for the purpose of avoiding overtime pay.

Section 4.2. Work Week. The Work Week shall consist of five days, Monday through Friday inclusive.

Section 4.3. Shift Operations.

(a) Regular Shifts. Whenever a three (3) shift operation is used between 12:00 midnight Sunday and 8:00 A.M. Saturday, the first shift shall consist of eight (8) hours as designated in Section 4.1 (a) above. The second shift shall consist of seven and one-half (7-1/2) hours, but shall be compensated by an extra hour of pay. The third shift shall consist of seven (7) hours and shall also be compensated by an extra hour of pay.

(b) Other Shifts. On all other shift operations between 12:00 midnight Sunday and 8:00 A.M. Saturday, regardless of whether the regular day shift is actually worked, the shift(s) shall consist of eight (8) or ten (10) hours' work at the straight-time hourly wage rate, however, shifts starting between 12 Noon and 6:59 P.M. shall be compensated by an additional five percent (5%) per hour of the Journeyperson Carpenter wage rate. Shifts starting between 7:00 P.M. and 12 Midnight shall be compensated by an additional eight percent (8%) per hour of the Journeyperson Carpenter wage rate. All work performed outside of the designated shift shall be paid for at over time rates.

(c) All shifts as described in this Section unless otherwise provided for, shall have a thirty (30) minute lunch period commencing at the midpoint of the shift and shall not be considered as time worked.

(d) The time of all shifts must be designated for each job. No broken shifts shall be allowed at shift rates.

(e) The Employer shall have the right to designate shift hours. An employee may not work more than one shift in twenty-four (24) hours unless there is at least eight (8) hours between shifts. If the time between shifts is less than ten (10) hours the employee shall be compensated for the hours worked more than eight (8) but less than ten (10) hours from the previous shift at the time and one-half rate (1-1/2).

Section 4.4. Overtime.

(a) Weekdays. All work performed outside of the designated shift Monday through Friday shall be paid at time and one-half (1-1/2) the straight-time hourly wage rate.

(b) Saturdays.

(1) All work performed on the first shift on Saturday shall be paid at time and one-half (1-1/2).

(2) Double time shall be paid on Saturday for all work performed in excess of eight (8) hours on the first shift and for all hours worked on the second and third shifts.

(c) Sundays. All work performed on Sunday shall be paid at double time.

(d) Holiday Work. (As designated by Federal Government Regulations) all work performed on New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day shall be paid at double time. No work shall be performed on Independence Day or Labor Day without a permit from the Secretary-Treasurer of the Milwaukee and Southern Wisconsin District Council of Carpenters, which shall be given only to protect property and in which event double time must be paid for such work. For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday, and falling on a Saturday shall be observed on the preceding Friday, without pay. (Letter of Understanding on File)

Section 4.5 Call In and Reporting Pay.

(a) Any employee who reports for work and is not put to work shall receive four (4) hours pay for that day, unless weather or conditions beyond the control of the Employer prevent the employees from working.

(b) Any employee who starts work shall be guaranteed four (4) hours pay for that day, unless weather or conditions beyond the control of the Employer prevent the employees from working the said four (4) hours.

(c) Any employee who has been hired or promised a job by the Employer, either directly or through the Union referral system, and is refused employment upon reporting to work, with his tools, shall receive four (4) hours pay for that day.

Section 4.6 All employees shall be given one-half (1/2) hour notice prior to lay-off or discharge without regard to the reason for such lay-off or discharge.

Section 4.7 Employees shall leave the designated area for storage of tools, or checking in and out, at starting time, at the beginning of the shift and at lunch time. They shall return to the said area at quitting time, at the end of the shift and at lunch time.

Section 4.8 Coffee Break. There shall be a ten (10) minute coffee break at the site of the work, as near as possible to the middle of the first half of each shift only, to be scheduled by the Employer based on job conditions.

ARTICLE V
WAGES

Section 5.1 Wages. **(a)** Wages and Fringe Benefit contributions for Carpenters are covered within the attached Appendix "A". The hourly wage rate may be increased or decreased and correspondingly the contribution rates to the Health Fund may be increased or decreased on or after December 1, 1996 as provided for in Section 8.2 of this Agreement.

(b) With respect to the increase of $1.35 due June 5, 2000, the $1.40 due June 4, 2001, the $1.45 due June 3, 2002, and the $1.45 due June 2, 2003, the Union has the option, after written notification to the Association at least sixty (60) days prior to the effective dates of the increases, of allocating the increases to wages or any existing Fund.

Section 5.2 Classifications:

The employees covered under this Agreement are: Journeyperson Carpenter, Foreman, Subforeman, and Apprentice.

Section 5.3 Travel and Subsistence.

(a) Travel Pay. Travel which occurs during the employee's designated shift shall be paid at the straight-time hourly wage rate and fringe benefit contribution shall be required for such time.

(b) Subsistence Allowance. When an employee is employed for a period of more than one (1) day in the subsistence area, he shall receive a minimum subsistence allowance of thirty-five dollars ($35.00) per day or shall be reimbursed for reasonable expenses including food and lodging, whenever receipts are submitted to the Employer. Further, when working outside of the jurisdiction of this Agreement, the Employer shall pay as a minimum, the hourly wages and fringe benefit contributions under this Agreement, according to Section 11.9. Employees required to travel beyond a thirty-five (35) mile radius of the Milwaukee and Southern Wisconsin District Council of Carpenters Headquarters will be reimbursed for the mileage beyond thirty-five (35) miles at the current IRS mileage rate.

Section 5.4 Payment of Wages. **(a)** All employees shall be paid weekly, by check either at the jobsite or at their place of residence or by electronic transfer at a financial institution of the employee's choice at or before quitting time, not later than the fifth work day following the last day of the Employer's established payroll period.

(b) All employees who quit or leave work of their own accord will be paid on the regular pay day.

(c) All employees whose employment is terminated because of discharge shall receive their full pay at the time of said discharge.

(d) All employees who are permanently laid-off because of lack of work shall receive their full pay in their hands or proof of electronic transfer at the time of said lay-off or as an alternative it shall be transferred to them electronically or mailed to them by first class mail postmarked no later than

the end of the Employer's next business day. In the event the check or proof of electronic transfer is not handed to said laid-off employee or the postmark or electronic transfer is later than the end of the Employer's next business day, the laid-off employee shall receive an additional two hour's pay for each twenty-four (24) hours of delay.

(e) All employees who are temporarily laid-off due to lack of work shall receive their full pay at the time of layoff, unless they return to work within three (3) working days or by the next regular payday whichever occurs first.

(f) Any Employer violating this section will be deprived of employees until such time as proper compensation has been made.

Section 5.5 Lay-Off. Employees whose employment is terminated by lay-off will be advised thereof by the Employer in writing.

Section 5.6 Work Injuries. (a) Employees injured on the job and requiring medical attention are to be paid for time spent on the first visit to the doctor and if unable to return to work because of the injury, they shall be paid for the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.

(b) The Employer agrees that no employee will be discharged or disciplined in any respect for having filed a claim for compensation for an on-the-job injury. An employee who loses time because of an injury incurred on the job site or in the course of employment will be reinstated replacing any employee hired subsequent to the injury, provided the injured employee has not been incapacitated by the injury to such an extent that he/she is no longer qualified for the work.

ARTICLE VI
SUBCONTRACTING

Section 6.1 The Employer agrees not to enter into any individual Agreement which permits his/her employees to perform their work on any basis of pay other than an hourly rate which shall not be less than the rate specified in this Agreement. It is further agreed that all forms of compensation related to employee productivity, such as bonus systems, quota systems, piecework systems, lumping labor systems and other incentive type arrangements will not be used.

Section 6.2 (a) The Employer agrees that when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of this Agreement and at the site of construction, alteration, painting or repair of a building, structure or other work, he/she will sublet or contract out such work only to an Employer who has signed or is covered by a written Labor Agreement with the Union. At those job sites at which the Employer subcontracts work covered by this Agreement, the Employer agrees to employ, or his subcontractors agree to employ, Union bargaining unit employees. In no event will the subcontracting clause be enforced through economic action.

(b) The Employer further agrees that he/she will give written notice to all sub-contractors that such sub-contractors are required to pay their employees the wages and fringe benefits provided for in this Agreement.

(c) When situations arise wherein the low bidder is not signatory to this Agreement and before the letting of such work, the contractor shall notify the Union in order that the Union has an opportunity to

meet with the contractor and subcontractor in an attempt to work toward a solution of having the work in question done by members of the bargaining unit.

ARTICLE VII
VACATION FUND

Section 7.1 The Employer agrees to deduct from the hourly wages paid to each employee covered by this Agreement as and for contributions to the Milwaukee Carpenters District Council Vacation Fund ("Vacation Fund") for vacation pay and jury duty pay, the hourly amounts hereinafter specified and to remit such amounts to the Vacation Fund:

JOURNEYPERSONS .....$1.38 per hour*

APPRENTICES:
1st and 2nd Periods .....$0.50 per hour*
3rd, 4th & 5th Periods .....$0.75 per hour*
6th, 7th & 8th Periods .....$1.00 per hour*

*Each of said hourly amounts includes two cents ($.02) for jury duty pay.

Section 7.2 (a) The vacation wage deductions as specified in Section 7.1 shall be credited to respective individual employees under and subject to such conditions, limitations and policies as may be provided under the applicable Trust Agreement of the Vacation Fund and as may be established by the Trustees of such Fund.

(b) The wage deduction of two cents ($.02) per hour shall not be credited to individual employees, but shall be used by the Trustees of the Vacation Fund to pay employees covered by this Agreement for jury duty under and subject to such conditions, limitations and policies as may be established by the Trustees.

Section 7.3 All of the wage deductions required to be made pursuant to Section 7.1 shall be remitted in a single payment, separate from the Health Fund check, at the same time and place where Health Fund payments are made. However, the deductions for the vacation pay and jury pay shall be reported separately on the same remittance report as the payments to the Milwaukee Carpenters District Council Health Fund.

Section 7.4 The Vacation Fund shall be open exclusively to all members of Local Unions affiliated with the Milwaukee & Southern Wisconsin District Council of Carpenters and to all employees working under its jurisdiction on the same basis as it is available to carpenters in the employ of Employers represented by the Association, provided that their Employers remit the required wage deductions to the Fund.

ARTICLE VIII
HEALTH FUND

Section 8.1 The provisions relating to the Health Fund, established in 1952, and amended from year to year thereafter and the Fund established in pursuance thereof are hereby continued.

Section 8.2 (a) Each Employer covered by this Agreement shall pay monthly to the Milwaukee Carpenters' District Council Health Fund, the following sums per hour for each hour (whether

straight-time or overtime) for which wages or compensation is payable to an employee under this Agreement:

Effective June 1, 1999 - $4.00 per hour
Effective June 5, 2000 - To be determined.
Effective June 4, 2001 - To be determined.
Effective June 3, 2002 – To be determined
Effective June 2, 2003 – To be determined

(b) **(1)** In the event the gross assets of the Health Fund drop to an amount which is equivalent to twelve (12) months of the estimated aggregate average benefit payments and operating expenses, while maintaining the existing level of benefits, as determined by the Trustees as of June 1 and December 1, of any year commencing June 1, 1990, from time to time, then the hourly rate of contribution to the Health Fund, as set forth in subsection (a) of this Section, shall be increased by an amount determined by the Trustees to be necessary to maintain existing benefit levels, effective with the calendar month following the month the Trustees notify the Union and the Association of such determinations. Any increases which are determined by the Trustees to be necessary to maintain existing benefit levels shall be derived entirely from a corresponding reduction in the respective hourly wage rates set forth in Appendix "A".

(2) In the event the gross assets of the Health Fund increase to an amount which is equivalent to twenty-four (24) months of the aggregate average benefit payments and operating expenses, while maintaining the existing level of benefits as determined by the Trustees from time to time, then the hourly rate of contribution to the Health Fund, as set forth in subsection (a) of this Section, shall be reduced by an amount determined by the Trustees to be necessary to maintain existing benefit levels, effective with the calendar month following the month the Trustees notify the Union and the Association of such determinations. The amount of such reduction shall be added to the respective hourly wage rates set forth in Appendix "A".

(c) All of the hourly contributions paid by Employers to the Trustees of the Milwaukee Carpenters' District Council Health Fund pursuant to this Article shall become part of the trust fund of such Health Fund and shall be used for health and welfare benefits, administrative costs and as may otherwise be prescribed in the Trust Agreement governing such Fund, except for monies required to be paid by Employers for FICA, FUTA and State unemployment compensation taxes on sick pay and held by the Trustees as agents of the Employers.

(d) It is hereby expressly agreed between the parties that of the amounts received by the Trustees as agents of the Employers since June 1, 1987 and held by them in such capacity and for the purposes stated in Section 8.2(c) of this Agreement, all but Seventy-Five Thousand Dollars ($75,000.00) of such accumulated monies (hereinafter called "Set-aside Fund") shall be paid over into the trust fund of the Milwaukee Carpenters' District Council Health Fund ("Fund") as soon as practicable after June 1, 1993 and may be used by such Trustees to provide health benefits and to pay administrative costs as more particularly stated in the Restated Trust Agreement for such Fund.

(e) The balance of monies held in the Set-aside Fund shall be used by the Trustees, as the Employers' agents, solely for the purposes of (i) paying the Employers' portions of FICA taxes which may be payable on sick pay pursuant to Section 3(b)(1) of P.L. 97-123, (ii) paying, on behalf of Employers, FUTA taxes and required State unemployment compensation taxes on such sick pay and of (iii) paying reasonable compensation to the Trustees for acting as such paying agents.

(f) In the event the balance of the Set-aside fund falls below Ten Thousand Dollars ($10,000.00), the Trustees shall divert the said two cents ($.02) per hour from the Health Fund contribution to cover the Employer portion of FICA, FUTA and State unemployment compensation tax on sick pay for work performed thereafter under this Agreement which payment shall not become part of the trust fund of such Trust Fund, but shall be received, held and used by such trustees as agent of the Employers for the purposes described in subsection (e), above.

Section 8.3 (a) The Employer shall be required to pay on all hours worked under the jurisdiction of the collective bargaining agreement but no less than 150 hours per month on all corporate officers, stockholders, directors and managing agents and on the spouse and children of all officers, stockholders, directors and managing agents, if the officer, stockholder, director, managing agent or spouse or child of said officer, stockholder, director or managing agent performs any work coming under the jurisdiction of any collective bargaining agreement entered into by the Milwaukee and Southern Wisconsin District Council of Carpenters.

(b) Further, in the event that the Milwaukee and Southern Wisconsin District Council of Carpenters certifies that the child of a corporate officer, stockholder, director or managing agent is a bonafide member of the bargaining unit and does not participate in any corporate decision making and does not assist in directing or controlling the workforce, the minimum payment of one hundred fifty (150) hours per month may be waived by the trustees as long as all actual hours are reported to the trust fund.

Section 8.4 The Carpenters' Health Fund shall be open exclusively to all members of Local Unions affiliated with the Milwaukee and Southern Wisconsin District Council of Carpenters, and to all employees working under its jurisdiction on the same basis as it is available to carpenters in the employ of Employers represented by the Association provided that their Employers make the required financial contributions to the Plan.

Section 8.5 National Health Program. The parties agree that in the event the United States Government establishes a national health insurance program to which the Employer is required to contribute and which duplicates coverage of the present health program established under this Agreement, the parties will meet to discuss the provisions of the federal law and the effect of the law upon the Health Fund benefits and contributions in effect at that time. Coverage mandated by the National Program shall not be duplicated by the Milwaukee Carpenters' District Council Health Fund any duplicative programs shall be eliminated. To the extent that contributions to the Health Fund exceed amounts needed to provide benefits, the excess money shall be added to the Fund reserves until this Agreement expires.

ARTICLE IX
PENSION FUND

Section 9.1 (a) Each Employer covered by this Agreement shall make contributions to the Building Trades United Pension Trust Fund - Milwaukee & Vicinity, (Pension Fund) for each hour worked (whether straight-time or overtime) for which wages or compensation is payable to an employee the hourly amounts hereinafter specified and to remit such amounts to the Pension Fund:

Effective June 1, 1999 - $3.00 per hour
Effective June 5, 2000 – To be determined
Effective June 4, 2001 –To be determined
Effective June 3, 2002 – To be determined
Effective June 2, 2003 – To be determined

(b) Commencement of payment to the Pension Fund of the hourly contributions described in subsection (a) for newly hired employees covered by this Agreement may be deferred, but shall commence not later than (i) upon the completion of one year or (ii) after completion of 750 hours worked, whichever is later, such periods to be calculated beginning with the following occurrences:

(1) From the first day of bargaining unit work performed for a participating Employer or a combination of such Employers; or

(2) From the first day of non-bargaining unit work performed for a participating Employer where such Employee thereafter performed bargaining unit work for the same Employer; or

(3) From the first day of bargaining unit work performed for a participating Employer, where such employee had previously performed non-bargaining unit work for a different participating Employer.

Once an employee has become a Participant of the Fund, no Employer may defer payment of contributions for that Employee.

Section 9.2 The Trust Agreement dated June 1, 1959, which established said Building Trades' United Pension Trust Fund as it may be amended from time to time shall govern the establishment, administration and operation of said Pension Trust Fund and of the Pension Plan, provided, however, that the said Trust Agreement and said Plan contain provisions requiring uniform formula of benefits, and a single joint Employer-Union Board of Trustees. The employees covered by this Agreement are to receive such benefits as they may be entitled to under said Trust Agreement and Pension Plan.

ARTICLE X
APPRENTICESHIP AND TRAINING FUND

Section 10.1 Each Employer covered by this Agreement shall make contributions to the Southeast Wisconsin Carpentry Joint Apprenticeship and Training Fund (Hereinafter called "Apprenticeship and Training Fund") for each hour worked (whether straight-time or overtime) for which wages or compensation is payable to an employee the hourly amounts hereinafter specified and to remit such amount to the Apprenticeship and Training Fund:

Effective June 1, 1999 - $0.18 per hour
Effective June 5, 2000 - To be determined
Effective June 4, 2001 - To be determined
Effective June 3, 2002 - To be determined
Effective June 2, 2003 - To be determined

Section 10.2 All of the payments required to be made pursuant to Section 10.1 shall be made in a single payment in a check made payable to "Southeast Wisconsin JAC Operating Fund," separate from the Health Fund check, at the same time and place where Health Fund Payments are made. However, the payments for the Apprenticeship and Training Fund shall be reported separately on the same remittance report as the payments to the Milwaukee Carpenters' District Council Health Fund.

Section 10.3 The Payments received by the Fund pursuant to this Article shall be used by the Trustees for the purposes of training apprentices and journeypersons in the carpenter craft and related occupations and such other purposes as provided for in the Fund Trust Agreement.

ARTICLE XI
GENERAL PROVISIONS GOVERNING PAYMENTS TO THE FRINGE BENEFIT FUNDS

Section 11.1 A "Fringe Benefit Fund", as that term is used in this Article, is any trust fund to which the Employer is obligated to make contributions under this Agreement, specifically the Building Trades United Pension Trust Fund, the Milwaukee Carpenters' District Council Health Fund, the Milwaukee Carpenters' District Council Vacation Fund, the Southeast Wisconsin Carpentry Joint Apprenticeship and Training Fund, and further the Industry Advancement Program/Contract Administration Fund provided for in Article XII. The term "Trustees," as used in this Article, shall also have reference to the "Association" with respect to the Industry Advancement Program/Contract Administration Fund.

Section 11.2 The Employer's obligation under this Agreement to make payments and contributions to the Fringe Benefit Funds for all employees covered by this Agreement applies to all employees regardless of membership or non-membership in the Union.

Section 11.3 All payments to the Fringe Benefit Funds for employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.

Section 11.4 The Employer shall promptly furnish to the Trustees of any Fringe Benefit Funds or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Fringe Benefit Fund. The Trustees or their authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or their authorized agents, in connection with the proper administration of the Fringe Benefit Fund.

Section 11.5 The Trustees of any Fringe Benefit Fund may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 11.6 (a) Payments to the Vacation Fund Article VII, Health Fund Article VIII, Pension Fund Article IX and Apprenticeship and Training Fund Article X are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his/her payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

(b) If the employees are removed from the job by the Union to enforce such payments and penalties the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly wage rate.

Section 11.7 The Allied Construction Employers' Association, Inc. shall be the exclusive representative of Employers and shall have equal representation of fifty percent (50%) with the Union in the administration of the Vacation Fund Article VII, the Health Fund Article VIII, the Pension Fund Article IX, and The Apprenticeship and Training Fund Article X.

Section 11.8 The Employer agrees to abide by the terms and conditions of the Trust Agreements (Vacation Fund Article VII, Health Fund Article VIII, Pension Fund Article IX, and Apprenticeship and Training Fund Article X) and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreements; and accepts the Employer Trustees appointed by the Allied Construction Employers' Association, Inc. as provided in said Trust Agreements as his/her representatives to administer such Trust Funds and all such past or succeeding Employer Trustees as shall have been or will be appointed by the Allied Construction Employers' Association, Inc. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

Section 11.9 In the event the Employer assigns any of his/her Milwaukee area employees covered by this Agreement to work on a job site located outside of the geographical coverage of this Agreement (i.e., outside of the counties of Milwaukee, Ozaukee, Washington and Waukesha), the Employer shall continue to make payments to the fringe benefit funds as provided in Articles VII, VIII, IX and X of this Agreement for such Milwaukee area employees, unless such Employer is required to pay, and does pay, contributions to like fringe benefit funds pursuant to a labor agreement covering the work at the job site entered into with the Carpenters local union or district council having geographical jurisdiction over such job site. It is the intent of this Section (i) to facilitate the continuity of health benefit coverage for such Milwaukee area employees when working outside the geographical coverage of this Agreement and (ii) to assure that such Employer is not required simultaneously to pay contributions to the fringe benefit funds specified in Articles VII, VIII, IX and X of this Agreement and also to like fringe benefit funds under the labor agreement having geographical coverage over the job site.

Section 11.10 Each Employer shall be required to post with the office of the Administrative Manager of the Milwaukee Carpenters' District Council Health Fund a cash or surety bond in form satisfactory to the Trustees of the Trust Funds referred to in Section 11.1 and in the face amount of twenty-five thousand dollars ($25,000), which bond shall cover all of the Trust Funds referred to in Section 11.1 and all deductions made pursuant to Section 7.1. Any such surety bond shall assure payment of all sums required to be paid to such Trust Funds under this Agreement in the event of the Employer's subsequent delinquency as to any or all of such Trust Funds, and it shall be kept in force and be maintained in full amount for a period of not less than twelve (12) consecutive calendar months during which no delinquency has occurred on the part of such Employer.

Section 11.11 The requirements of Section 11.10 shall not apply to any Employer that, during the twelve (12) consecutive months immediately preceding the effective date of this Agreement, has made all timely payments required to be paid to the several Trust Funds referred to in Section 11.1 pursuant to a collective bargaining agreement requiring the payment of contributions to such Trust Funds.

Section 11.12 The requirements of Section 11.10 shall not apply to an Employer that has not been a party to a collective bargaining agreement requiring payment of contributions to any of the Trust Funds described in Section 11.1, provided such employer can establish that, during the twelve month period immediately preceding the date that it first becomes a party to this Agreement, it was contractually required to make contributions to multi-employer fringe benefit funds established under Section 302(c)(5), (6), (7) and (8) of the Labor Management Relations Act and that it is not delinquent and has not been delinquent, during such twelve month period in the payment of the contributions required to be paid to such multi-employer fringe benefit funds.

Section 11.13 If during the life of this Agreement any Employer becomes delinquent in the payment of required contributions for a particular contribution month (as provided in Articles VII, VIII, IX and X), to any or all of the Trust Funds referred to in Section 11.1, and such Employer has been notified in writing of such delinquency, then such Employer shall (in addition to paying the full amount due) be required to post with the office of the Administrative Manager of the Milwaukee Carpenters' District Council Health Fund a cash or surety bond in accordance with the requirements of Section 11.1 and the exemptions provided under Sections 11.11 and 11.12 shall no longer be applicable to such Employer.

ARTICLE XII
INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION

Section 12.1 During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund, for each employee covered by or subject to this Agreement, the amounts as specified below, per hour for all hours worked. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. Payments are to be sent to the I.A.P./C.A., P.O. Box 507, Brookfield, WI 53008-0507.

Effective June 1, 1999 - $0.11 per hour

Section 12.2 **(a)** The IAP/CA Fund assets may be utilized for the purposes and uses contemplated by the IAP Agreement and may also be used for activities pertaining to the administration of labor agreements which require contributions to the IAP/CA Fund and related operations.

(b) It is further understood that the Employer contributions as required by Section 12.1 shall not be referred to or considered as wage or fringe benefit payments.

Section 12.3 In the event an Employer becomes delinquent in his/her payments to the IAP/CA Fund and after the Allied Construction Employers Association Inc. (ACEA) Board of Directors has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed by the Board of Directors, as liquidated damages, 20% of such delinquent payments and further, such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the ACEA refers the delinquency to legal counsel for collection then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

Section 12.4 If the employees are removed from the job by the Union to enforce such payments or liquidated damages assessments, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly wage rate.

Section 12.5 The Allied Construction Employers Association Inc. (ACEA) or its officers, may for the purpose of collecting any payments required to be made to the IAP/CA Fund, including damages and costs, and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 12.6 Each Employer who is required to make payments to the IAP/CA Fund pursuant to Section 12.1 shall promptly furnish to the ACEA, or to its authorized agents on demand, all necessary employment, personnel and payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the IAP/CA Fund and for no other purpose. The ACEA, or its authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the ACEA, or its authorized agents, in connection with the proper administration of the IAP/CA and of the IAP/CA Fund.

ARTICLE XIII
UNEMPLOYMENT AND WORKER'S COMPENSATION

Section 13.1 Every Employer who is subject to this Agreement, regardless of the number of persons employed by such Employer, shall obtain coverage under the Worker's and Unemployment Compensation Acts of the State of Wisconsin. Certificates evidencing current coverage under such Acts shall be filed with the Union. The Union, in its representative capacity, or any employee, denied worker's or unemployment compensation benefits as a result of an Employer's failure to obtain and maintain in force and effect worker's or unemployment compensation coverage, shall have the right to maintain an action for damages against such Employer. The cost of collection, including a reasonable attorney's fee, shall be recoverable as damages, in addition to the actual damages resulting from the violation of this section. The remedies provided in this section shall be in addition to any other remedies provided elsewhere in this Agreement or under applicable state and federal laws. Nothing in this section shall be construed to make the Association liable for the failure of any Employer represented by it, or of any other Employer covered by this Agreement, to comply with this section and none of the rights and privileges granted by this section to the Union or to any employee shall be enforceable against such Association.

Section 13.2 Light Duty Work. (a) Work Related Injury. If available and at the option of the Employer, an employee who has suffered an on the job injury may be offered light duty work based on the following conditions:

1. The employee has been released for light duty work by the treating physician;

2. The available work is within the limitations of the treating physician's release;

3. The Union shall be notified by the Employer when the employee is offered light duty work.

The rate of pay for light duty work shall be on an hourly basis and computed at 50% of the employee's normal rate of pay. All fringe benefits will be paid on all hours worked. In addition the employee shall receive Worker's Compensation temporary partial disability payments.

The Employer is required to notify his/her Workers Compensation carrier weekly of the employee's hours. Failure to do so on a timely basis will make the Employer responsible for any shortage in the employee's temporary partial disability payments that arise out of the failure to report.

In no case will the employee be compensated at the light duty rate for more than six (6) months from the initial return to work on a light duty basis. At the end of the six month period, the employee either returns to full pay or full Workers Compensation.

It is agreed if an employee on Light Duty Work is laid off and is still entitled to any Workers' Compensation benefits and is denied same, the Employer will assist in reinstating Workers' Compensation benefits to said employee.

(b) Non Work Related Injury. If available and at the option of the Employer, an employee who is receiving disability payments from the Health Fund may be offered light duty work based on the following conditions:

1. The employee has been released for light duty work by the treating physician;

2. The available work is within the limitations of the treating physician's release;

3. The Union shall be notified by the Employer when the employee is offered light duty work.

The rate of pay for light duty work shall be on an hourly basis and computed at 50% of the employees normal rate of pay, plus loss of time benefit at the full amount subject to limitations set forth in the Trust Agreement. All Fringe Benefits will be paid on all hours worked.

In no case will the employee be compensated at the light duty rate for more than six (6) months from the initial return to work on a light duty basis unless the employee, the Union Representative and the Employer agree to a time extension.

ARTICLE XIV
GENERAL AND MISCELLANEOUS PROVISIONS

RESIDENTIAL CARPENTERS AGREEMENT

Section 14.1 There shall be no limitation as to the amount of work an employee shall perform during the employee's working day.

Section 14.2 There shall be no restriction of the use of machinery or tools furnished by Employers.

Section 14.3 The Employers agree to sublet Millwork, Cabinet Work, and Fixture only to such mills as are permitted to use the Union label stamp of the United Brotherhood of Carpenters and Joiners of America. This does not prohibit the use of what is commonly termed "stock" millwork, if purchased from a Union mill.

Section 14.4 The use of apprentices shall be encouraged.

Section 14.5 All members of the Union are at liberty to work for any Employer who is a party to this Agreement. All Employers are at liberty to employ any member of the Union without discrimination. The Employer may not discharge or discipline any employee for the purpose of evading this Agreement, or discriminating against Union members, however, an employee may be discharged for just cause.

Section 14.6 The stripping of beam sides, beam bottoms and all columns wherematerials are to be re-used on the job shall be done by members of the Union.

Section 14.7 It is further agreed that the Union will not furnish employees to any Employers who do not carry worker's compensation, public liability property damage, unemployment insurance and social security. Certificates of insurance shall be on file at all times at the office of the Union.

Section 14.8 Rough-Grading. It shall not be a violation of this Agreement if Employees covered by this Agreement refuse to work on a job, particularly a residential job, where the area adjacent to a building, has not been rough-graded.

ARTICLE XV
SPECIAL WORK RULES

Section 15.1 Quarters. Employers are to furnish reasonable and comfortable quarters to their employees and a safe place for storage of their tools; such quarters to be used by carpenters and their tools only. If, through negligence, the Employer fails to provide a safe place for storage of tools, he/she shall be held liable for thefts and fire.

Section 15.2 Sanitary Quarters. Sanitary quarters shall also be provided on all jobs by the Employers, which shall conform to State and Area Codes. It is intended that this section shall include, but not be limited to the following:

(a) Sanitary toilet facilities, indoors as soon as possible, otherwise properly enclosed and maintained.

(b) Safe, potable water and sanitary cups to be available in adequate amounts.

Section 15.3 Machinery and Tools. Any and all power tools and their related accessories used on the jobsite shall be furnished by the Employer. The Employer agrees the Employer shall be liable for all power tools and related accessories used on the Employers' job site.

Section 15.4. Transfer Between Job Sites. Employers may transfer an employee from one job site to another twice during a work day without being required to pay the employee the applicable IRS mileage reimbursement. Two transfers is defined as from job site A to job site B and back to job site A or to job site C. Neither the Employer's office nor his/her yard shall be considered a job site. When an employee is required to make a third transfer during a work day using his/her personal vehicle the employee shall receive the applicable IRS mileage reimbursement. Under no circumstances shall materials be hauled to and from jobs by employees with their personally owned vehicles.

Section 15.5 Safety (a) In the event that safety equipment of any kind is required by law, regulation, or employer directive, it shall be provided at the expense of the Employer. The Union shall not be responsible for any violation of safety statutes or regulations. All safety apparel and protective

clothing shall be furnished by the Employer except prescription glasses and safety shoes which shall be provided by the employee.

(b) It is understood that all employer-supplied safety apparel is the Employer's property. A receipt for apparel and authorization for deduction of cost for same will be signed by the employee. In the event an employee fails to return an Employer's apparel, said employee will reimburse his Employer by having the cost of said apparel deducted from his/her next payroll check as per the authorization.

(c) Every employee whose failure to wear personal protective equipment causes the issuance of an OSHA citation and fine against his Employer may be required to attend a two hour safety program offered through the Southeast Wisconsin Joint Apprenticeship and Training Committee.

(d) Members may be required to sign a statement indicating receipt of, reading of and willingness to comply with the Employer's reasonable safety requirements adapted as part of the contractor's overall safety program and consistent with contract language.

(e) The contractor and the Union mutually agree that the members may attend a safety training program as provided by the Southeast Wisconsin Carpentry Joint Apprenticeship Training Committee each year or Contractor's sponsored program. These programs may include skills and upgrade training.

Section 15.6. Substance Abuse Testing and Assistance Program. See Exhibit I.

Section 15.7. Owner Mandated Rules. The Contractor shall have the right to implement project owner requirements relating to the following:

1. Special Clothing Requirements
2. Safety Rules and Requirements
3. Restricted Access Areas
4. Sanitation and Personal Hygiene Requirements
5. Security Rules and Requirements
6. Drug and Alcohol Sale, Possession or Usage Rules
7. Drug and Alcohol Testing Requirements - no Random Testing
8. Noise limitations
9. Rules related to the use of TV's, Radios, Tape or CD Players and Transmitters
10. Smoking Restrictions - Construction tradespersons may use owner's smoking-area.
11. Sexual Harassment Rules
12. Rules related to the use of owner's facilities, utilities, material and equipment
13. Objectionable language, pictures, and printed apparel
14. Site Access and Parking Restrictions

For other owner imposed rules, the contractor shall discuss owner's requirements with the Union prior to implementation and come to an accord before implementation. (Letter of Understanding on file)

ARTICLE XVI
FOREMEN

Section 16.1 (a) All employees shall be supervised by a foreman who shall carry a current working card of the Union stamped paid for the current month. Each Foreman shall receive not less than ten percent (10%) over the applicable journeyperson wage rate provided in this Agreement.

(b) Sub-foremen may be employed to assist the foreman when the employer deems it necessary or advisable. Each sub-foreman shall receive not less than five percent (5%) over the applicable journeyperson wage rate provided in this Agreement.

Section 16.2 (a) The foreman shall be selected by the Employer.

(b) The foreman shall represent the Employer in direction of employees at the site of work.

(c) The Employer shall have the right to add to or limit the duties of the foreman.

ARTICLE XVII
UNION REPRESENTATIVES

Section 17.1 Stewards. (a) There shall be a steward on each job whose duty it shall be to see that all employees have the current working card and sign the steward list before starting work. The stewards shall not leave their work or interfere with the employees during working hours, but in the event of accident or sickness the Steward shall notify the office of the Milwaukee and Southern Wisconsin District Council of Carpenters and use such precautions as are necessary for the safety and storage of disabled members' tools. The steward shall always carry a copy of the working and trade rules and report any violation of the Agreement or working and trade rules to the proper credentialed officers of the Milwaukee and Southern Wisconsin District Council of Carpenters. The stewards shall not be discriminated against for performing their duties as outlined in this Agreement. No steward shall be laid off, transferred or discharged without forty-eight (48) hours prior notice to the Union and the Steward.

(b) When it becomes necessary for the stewards in performing their duties, to leave their work during working hours, the Union agrees to compensate the Stewards for such time lost.

(c) The Stewards shall at all times, to the best of their ability promote safe working conditions and safe work practices. In the event the Steward is aware of any unsafe conditions or practices the Stewards shall report same to the Employer and in the event the Employer does not agree that an unsafe condition exists, or fails to correct same, the steward shall report same to the Union. If the Union and the Employer cannot reach agreement, the matter shall be referred to arbitration, and it shall not be a violation of this Agreement if the Union withdraws its members from the disputed work, pending a decision from the Arbitration Board.

Section 17.2 Visitation of Job Site. The authorized representative of the Union shall be allowed to visit jobs during working hours to interview the Employer, steward or employees at work, but the representative shall in no way hinder the progress of their work. Permission to interview the employees should be obtained from the Employer or his representative.

ARTICLE XVIII
APPRENTICES

Section 18.1 It is agreed that each Employer shall be allowed one (1) apprentice for the first two (2) journeypersons, and one (1) additional apprentice for each three (3) additional journeypersons. At a minimum, each contractor must employ one (1) apprentice if the contractor's total workforce includes five (5) carpenters. Each contractor must also employ at least one (1) additional apprentice for each six (6) additional journeypersons employed by such contractor in the contractor's total workforce. Each

apprentice shall serve a term of apprenticeship as determined by the Apprenticeship Committee and approved by the Wisconsin Department of Workforce Development with wage rates based on a percentage of the Journeyperson's hourly wage rate as set forth in Appendix "A".

Section 18.2 All apprenticeship applicants must meet the eligibility requirements as stated in the Apprenticeship Standards of the Southeast Wisconsin Carpentry Joint Apprenticeship and Training Committee. All apprentices are to be indentured under supervision of the Department of Workforce Development of the State of Wisconsin pursuant to the provisions of the Apprenticeship Standards of the Southeast Wisconsin Carpentry Joint Apprenticeship and Training Committee and the Wisconsin Apprenticeship Law. (Chapter 106, Wisconsin Statutes).

Section 18.3 The Employer shall provide every opportunity possible to enable the apprentice to become a skilled craftsperson.

ARTICLE XIX
SETTLEMENT OF DISPUTES

Section 19.1 Arbitration. (a) It is further agreed that in case of any disagreements between said parties over terms of this Agreement, the same shall be submitted to a Board of Arbitration composed as follows: Two (2) members to be chosen by the Allied Construction Employers Association, Inc. (ACEA) and two (2) members to be chosen by the Union within forty-eight (48) hours from date of complaint and in case of disagreement, then a fifth (5th) member shall be chosen by the four (4) within forty-eight (48) hours. In case the four (4) cannot agree on the fifth (5th) member, then the chief judge of the Milwaukee County Circuit Court shall appoint such fifth (5th) member within forty-eight (48) hours.

(b) A decision of a majority of this Arbitration Board shall be rendered within forty-eight (48) hours and shall be binding on both parties. Either party failing to fulfill its obligations under this clause shall forfeit its contentions in the dispute to the other party. The ACEA and the Union, each, shall bear the expense of their own representatives on the Arbitration Board. The fees of the impartial fifth (5th) member, and all expenses of the Arbitration Board, shall be borne equally by the ACEA and the Union. In the event the matter in dispute involves an Employer who is not affiliated with the Allied Construction Employers' Association, Inc., the ACEA may charge its share of the arbitration costs to such Employer.

Section 19.2 Strikes and Lockouts. A strike or lockout to enforce any or all Articles pertaining to health, safety, wages or fringe benefit contributions contained in this Agreement shall not be construed as a violation of this Agreement.

Section 19.3 The trustees of the several Vacation, Health, Pension and Apprenticeship and Training funds (to which funds payments were required to be made by Employers under this Agreement) may for the purpose of collecting any payments required to be made to such funds including damages and costs, and for the purpose of enforcing rules of the trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 19.4 Grievances over discharge or suspension shall be filed no later than ten (10) calendar days after which the matter is brought to the attention of the Union. Any claim by an employee involving monetary liability, excluding Health, Pension, Vacation, Apprenticeship and

Training and I.A.P./C.A. contributions, must be presented to the Employer within thirty (30) calendar days from the date on which the employee receives the check on which the claimed shortage occurred. Failure to submit such claim within such thirty (30) calendar days shall automatically bar such claim from being presented to or against the Employer. In cases of continuing violations, the claim will be retroactive for thirty (30) calendar days from the date it was presented to the Employer. In cases of continuing violations, the claim will be retroactive for thirty (30) calendar days from the date it was presented to the Employer. For all other grievances not covered by the foregoing limitations, excluding any dispute concerning fringe benefit fund contributions, the grievance shall be filed within one hundred fifty (150) calendar days after the date on which the project has been certified in writing as "substantially complete".

ARTICLE XX
MINIMUM JOURNEYPERSON REQUIREMENT

Section 20.1 New contractors must have two (2) or more journeypersons employed at the time the Agreement is signed.

Section 20.2 All Employers must employ two (2) or more journeypersons during at least thirty-nine (39) weeks of the year.

ARTICLE XXI
PICKET LINE

Section 21.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employers' places of business.

Section 21.2 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or persons whose employees are on lawful strike, and which service, but for such strike, would be performed by the employees of the employer or persons on strike.

ARTICLE XXII
JURISDICTIONAL DISPUTES

Section 22.1 In the event of a jurisdictional dispute it is agreed that there shall be no stoppage of work while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled.

Section 22.2 It is further agreed that the International Presidents of the Trades involved shall settle the jurisdictional dispute. The parties to this Agreement shall abide by such decision.

ARTICLE XXIII
SEPARABILITY CLAUSE

Section 23.1 Any provisions of this Agreement which may be in violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of any

such laws, nevertheless, the remainder of this Agreement shall remain in full force and effect, unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portions of this Agreement.

ARTICLE XXIV
NO DISCRIMINATION

Section 24.1 It is agreed that there shall be no discrimination by either the Employer or the Union against any employee or group of employees because of race, color, creed, sex, age, national origin or disability.

ARTICLE XXV
DURATION OF AGREEMENT

Section 25.1 This Agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2004 provided, however, that written notice of the proposed termination or modification of the contract, by the party desiring to terminate or modify the contract, shall be served upon the other party, on or before February 28th prior to the expiration date, thus insuring a ninety (90) day notice prior to May 31st. Such notice shall be accepted by both parties as being in full compliance with the notice requirements of the Labor-Management Relations Act of 1947, as amended, and no further notice prior to strike or lockout shall be expected or required.

Section 25.2 Upon failure to meet with the other party for the purpose of collective bargaining upon service of the written notice referred to in Section 25.1, the party so failing to meet is to be deemed to have conceded the changes desired by the party present with respect to wage rates and conditions of employment for the new contract year.

Section 25.3 In the event a notice, as referred to in Section 25.1, has been duly served it shall be optional with the members of the Union to work after May 31, 2004, unless a satisfactory agreement is reached by May 20th. Nothing herein shall be construed to prohibit or restrict the right of the Employer to lockout, or the right of the employees to strike, after the termination date of this Agreement.

Dated this 1st day of June, 1999.

ALLIED CONSTRUCTION EMPLOYERS' ASSOCIATION, INC.

By James Burg
James Burg, President

By Tony Gabrysiak
Tony Gabrysiak, Chairman
Carpenters' Bargaining Committee

MILWAUKEE AND SOUTHERN WISCONSIN DISTRICT COUNCIL OF CARPENTERS

By Dennis F. Penkalski
Dennis F. Penkalski, Secretary-Treasurer/
Business Manager

EXHIBIT I

SUBSTANCE ABUSE TESTING

AND ASSISTANCE PROGRAM

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Associated General Contractors of Greater Milwaukee, Inc., the Allied Construction Employers Association, ("Employer Associations") and the Milwaukee and Southern Wisconsin District Council of the United Brotherhood of Carpenters & Joiners of America, AFL-CIO ("Union"). The term "Contractor" or "Company" when used herein refers to the construction industry contractors who are signatory or bound to a Collective Bargaining Agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the 1999-2004 Collective Bargaining Agreements ("Agreements").

I. PURPOSES

A. To establish and maintain a safe, healthy working environment for all employees;

B. To ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;

C. To reduce substance abuse-related accidental injuries to persons or property;

D. To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;

E. To provide rehabilitation assistance for qualified and eligible employees who seek help;

F. To protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;

G. To deter individuals from bringing, possessing or using alcohol and drugs in connection with work;

H. To clearly state the commitment of construction contractors and the union to a workplace free from the effects of illegal drug use; and

I. To comply with any law or regulation requiring such programs.

II. POLICY

A. GENERAL PROVISIONS

1. The Contractor prohibits the use, possession or distribution on its premises or work sites of alcohol and other illegal drugs. Employees must not report to work or be on work premises at any time under the influence of alcohol or any other illegal drugs. Legally prescribed drugs may be permitted on company premises or work sites provided the drugs are contained in the original prescription container and are prescribed by a medical practitioner for the current use of the person in possession of the drug.

2. Unopened and sealed alcoholic beverages are permitted in personal vehicles and on company property.

3. The Contractor reserves the right to have authorized personnel conduct any additional alcohol or other drug testing mandated by law.

4. At the discretion of the Contractor any persons found illegally in possession, offering for sale, purchasing or distributing any illegal drug will be reported to the civil authorities.

5. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.

6. Where an owner or contracting agent requires alcohol or other drug testing of contractor employees other than as is provided for in this policy, the Contractor may implement the owner or contracting agent required program for the project.

B. PRE-EMPLOYMENT SCREENING

All signatory contractors may engage in pre-employment drug testing of Union members covered by the Commercial Carpenters and Floor Coverers' Agreement ("Agreement"), as long as the pre-employment testing procedure is done as provided in the Substance Abuse Testing and Assistance Program, Exhibit I of the Agreement.

C. POST-HIRE SCREENING

1. (a) Any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is under the influence of alcohol or an illegal drug as defined in this section, will be subject to discipline up to and including suspension and be required to undergo an alcohol or other drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is under the influence and exhibits (such traits as slurred speech, inappropriate behavior, decreased motor skills, etc).

(b) A contractor may also require alcohol or other drug testing for illegal drugs where an employee was involved in or caused a work related accident or where an employee was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident which resulted in a significant recordable injury as defined by OSHA regulations or significant property damage and for which the cause of the accident is not readily explainable.

2. Whenever possible, before an employee is required to submit to testing under this policy based on reasonable suspicion, the employee should be observed by more than one individual.

3. (a) All positive test for drugs other than alcohol will be confirmed. Initial testing will be by immunoassay, with all confirmation testing being by gas chromatography/mass spectrometry. The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration (SAMHSA). Chemicals to be tested for are marijuana, cocaine, opiate, phencyclidine and amphetamines. Limits for each of the substances will be according to appropriate federal, state and DOT regulations as they are updated periodically.

(b) The Employer and the Union will select reputable laboratories certified by SAMHSA to perform testing under this policy. An unbroken chain of custody of the specimen from the time it is taken from the employee up through the time the laboratory tests the specimen shall be preserved. Tamper-proof sample-handling methods must be observed; and the laboratory must follow the test manufacturer's instructions in both administration of the test and the reporting of results as "positive" or "negative." All tests that indicate a positive result will be reviewed by the Medical Review Officer (MRO) before being reported to the employee, contractor and Union as positive.

(c) At the request of any employee tested under the alcohol and other illegal drug testing procedure contained in this agreement, a portion of the original specimen(s) will be preserved for private testing

by the employee at his or her own expense by an independent laboratory in the event questions are raised concerning the accuracy of the test administered at the request of the Employer. The additional test performed at the employee's request will be admissible under the grievance and arbitration procedures in this contract, however, if and only if the testing laboratory is SAMHSA certified.

(d) Testing for alcohol content will be by blood analysis or breathalyzer. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Wisconsin State Motor Vehicle regulation.

4. In the event the test's result is negative, the employee shall be immediately reinstated and paid any wages and benefits that would have been paid had his work hours not been interrupted by the test. This is considered full reinstatement.

5. In the event of a positive confirmatory test for alcohol or other drug, the tested employee will be referred to participate in the Employee Assistance Program of the appropriate Carpenters' District Council Health Fund. Strict adherence to the guidelines and medical recommendations, of that program will, for a first violation, avoid severe discipline or termination except where the employee was under the influence at the time he caused or was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft of property from the contractor or a contractor's customer.

6. If an employee who tests positive for substance abuse enters any required or recommended aftercare program, a negative test within 30 days will make the employee eligible for immediate reinstatement provided the employer has work available and the employee continues in any recommended aftercare program. In the event an employee enters but fails to complete a required aftercare program, he may be subject to immediate discharge.

7. If an employee refuses to be tested for substance abuse, although directed to do so, he or she will remain on suspension thirty days. Continued refusal to submit to drug screening after the 30 day period, will subject the employee to severe disciplinary action up to and including termination

8. Random Testing

   (a) The parties agree to the establishment of a random testing program which shall include all bargaining unit employees covered by the Commercial Carpenters and Floor Coverers Agreement in addition to all alumni and non-bargaining unit employees participating in the Milwaukee Carpenters' District Council Health Fund in accordance with the following guidelines.

   (b) All specimen collection for random tests shall take place at the Pewaukee offices of the Milwaukee and Southern Wisconsin District Council of Carpenters or other sites jointly agreed to by labor and management.

   (c) The costs of all tests, specimen collection and random selection shall be borne by the contractor and the contractor shall pay the employee for all time spent complying with this Section, including travel and time spent for testing, at the employee's hourly straight-time rate.

   (d) All testing procedures shall be identical to those provided elsewhere in this policy.

   (e) Employees shall be selected on a random basis from the total pool of participants in the Health Fund. The total umber of random tests in a calendar year shall equal 15 percent (subject to labor-management review) of the total number of participating employees in the Health Fund, including bargaining unit employees, alumni, and non-bargaining unit employees.

(f) If the contractor refuses to have an employee tested who has been randomly selected, the employer shall pay an amount equal to two times the journeyman carpenter's hourly wage plus the amount equal to the costs for the testing provided for under this policy to the Southeast Wisconsin Carpentry Joint Apprenticeship and Training Fund.

III. COUNSELING OR TREATMENT

A. The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.

B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements of the fund . The trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.

C. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph IV "Rehabilitation".

D. Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. These tests shall be at the Contractor's expense.

E. The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties; therefore, to protect the employee's rights any test results shall be disclosed only to the testing lab, the Contractor, Medical Review Officer, employee, and Union Representative.

F. Within three (3) working days of notification by certified letter or hand delivered with receipt of a positive test result, an employee may request that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

IV. REHABILITATION

Any employee who feels that he or she has developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance. Requests for assistance will be handled in strict confidence through the E.A.P.

Any employee who comes forward to seek assistance may, at the Contractor's discretion be suspended without pay pending completion of a counseling assessment and the furnishing of certification by the Counselor/Physician that the employee is able to return to his or her job and perform it safely.

V. MISCELLANEOUS PROVISIONS

A. An appropriate notice to employees concerning the existence of this program, and the treatment and counseling available as well as the penalties described above shall be communicated to employees covered by this Agreement.

B. Neither the Employer Association(s) nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

VI. CONCLUSION

This program and policy statement are intended to protect the Contractor's most valuable asset, namely its employees. The health and safety of all employees and the general public is of the utmost concern. The above presented program will help insure a safe work place for all.

EXHIBIT A
CONSENT TO BREATH AND/OR BLOOD TEST

I hereby voluntarily consent to a breath test or to a blood test, including the drawing of my blood, pursuant to the Substance Abuse Testing and Assistance Program ("SATAP"). I acknowledge that I have been given notice of SATAP and that I understand the program and that the test results may be disclosed to the employer, the Union, the testing laboratory and to me.

DATE _____ SIGNED _____

_____

EXHIBIT B
CONSENT TO URINALYSIS

I hereby voluntarily consent to give a sample of my urine for the purpose of urinalysis pursuant to the Substance Abuse Testing and Assistance Program ("SATAP"). I acknowledge that I have been given notice of SATAP and that I understand the program and that the test results may be disclosed to the employer, the Union, the testing laboratory and to me

Complete (if applicable): I have been exposed to the following industrial chemicals in the last 21 days:

1. _____

2. _____

3. _____

DATE _____ SIGNED _____

na/opeiu9/afl-cio/

APPENDIX "A"
YEAR 1

RESIDENTIAL CARPENTERS

LIST OF JOB CLASSIFICATIONS, WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS:

Effective June 1, 1999 thru June 4, 2000

$1.35 per hour increase

	Base Rate	Health Fund	Pension Fund**	Vacation Fund*	JAC Fund	IAP/CA Fund	Total
Journeyperson	$24.05	$4.00	$3.00	($1.38)	$0.18	$0.11	$31.34
Sub-Forman	$25.25	$4.00	$3.00	($1.38)	$0.18	$0.11	$32.54
Foreman	$26.46	$4.00	$3.00	($1.38)	$0.18	$0.11	$33.75

Service Period	Hours	Percent	Base Rate	Health Fund	Pension Fund**	Vacation Fund*	JAC Fund	IAP/CA Fund	Total
1st	0 - 0780	50%	$12.03	$4.00	$3.00	($0.50)	$0.18	$0.11	$19.32
2nd	0780 - 1560	55%	$13.23	$4.00	$3.00	($0.50)	$0.18	$0.11	$20.52
3rd	1560 - 2340	60%	$14.43	$4.00	$3.00	($0.75)	$0.18	$0.11	$21.72
4th	2340 - 3120	65%	$15.63	$4.00	$3.00	($0.75)	$0.18	$0.11	$22.92
5th	3120 - 3900	70%	$16.84	$4.00	$3.00	($0.75)	$0.18	$0.11	$24.13
6th	3900 - 4680	80%	$19.24	$4.00	$3.00	($1.00)	$0.18	$0.11	$26.53
7th	4680 - 5460	85%	$20.44	$4.00	$3.00	($1.00)	$0.18	$0.11	$27.73
8th	5460 - 6240	95%	$22.85	$4.00	$3.00	($1.00)	$0.18	$0.11	$30.14

*Vacation Fund Contributions are deducted from the employee's Base Rate. Vacation contributions are subject to FICA and Income Tax withholding. The Vacation Fund contributions are not an addition to the hourly wage rate.

**Refer to Section 9.1(b) of this Agreement for exemption of Pension Fund contributions for apprentices .

NOTE: Contributions to fringe benefit funds shall be paid on all hours worked.