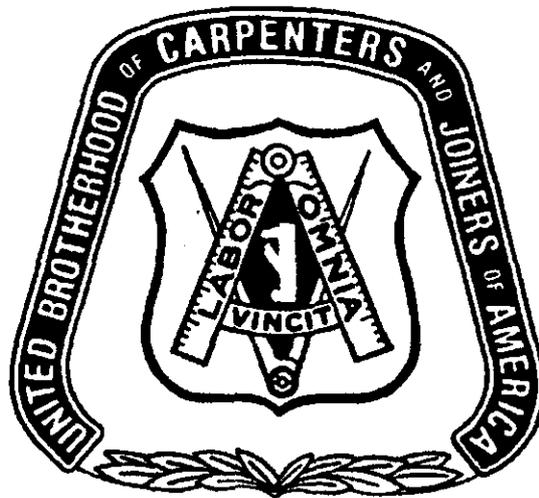


K 8626
2,500 workers
5/26/02-5/31/08

48 pp.

WORKING AGREEMENT
NORTHERN WISCONSIN REGIONAL COUNCIL OF CARPENTERS
OF THE
UNITED BROTHERHOOD OF CARPENTERS
AND
JOINERS OF AMERICA
And
ASSOCIATED GENERAL
CONTRACTORS OF WISCONSIN, INC.



2002 - 2008

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PREAMBLE

This Agreement is made and entered into this 26th day of May, 2002 by and between the Associated General Contractors of Wisconsin, Inc., herein called the "Association" for and on behalf of those persons, firms or corporations who have submitted written authorization to the Association to negotiate and conclude a Labor Agreement, herein called the "Contractor" or "Employer", and the Northern Wisconsin Regional Council of Carpenters, with geographic jurisdiction as set forth in Exhibit A, herein called "Union" or "Unions".

NEGOTIATING AGENT LIABILITIES: It is understood and agreed that the Northern Wisconsin Regional Council of Carpenters and Associated General Contractors of Wisconsin, Inc., are parties to this Agreement only as negotiating agents and shall not be held liable in any way for any violation of its terms by any Contractor, Regional Council, or its affiliated Local Unions.

ARTICLE I DURATION OF AGREEMENT

Section 1.1 This Agreement shall become effective May 26, 2002 and shall continue in force until midnight May 31, 2008, and shall automatically continue in effect from year to year thereafter unless either party gives ninety (90) days written notice to the other prior to the expiration date, of their desire to open or terminate the Agreement for modifications, whereupon it shall continue past the initial period of the contract from day to day until either party gives five (5) days written notice to the other of its termination.

Section 1.2 The Union has claimed and the Employer is satisfied and acknowledges that the Union represents a majority of the Employer's employees in the bargaining unit covered by this Labor Agreement. The Employer hereby recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees who perform work within such collective bargaining unit for all present and future job sites within the geographical jurisdiction covered by this Agreement.

Section 1.3 It is further agreed that any part of the wage rate may be allocated to increase contributions to the Health, Pension, or Apprenticeship and Training Funds, or to increase Working Dues Deduction or Vacation Fund Deductions, provided, however, that any such increase shall be subject to the mutual agreement by and between the negotiating agents.

ARTICLE II UNION SECURITY

Section 2.1 Membership. The Employer agrees to require, during the life of this Agreement, membership in the Union, as a condition of continued employment of all employees covered by this Agreement, within eight (8) days following the effective date of this Agreement, or within eight (8) days following the commencement of such employment, whichever is later; provided, however, that such membership in the Union is available to such employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reason other than a failure by the affected employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 2.2 The Contractor agrees to recognize voluntary and properly signed authorization cards of its employees requesting the Contractor to make deductions from wages for the amount of any delinquent dues, initiation fees, or working dues deduction; such amounts to be sent to the Northern Wisconsin Regional Council of Carpenters.

Section 2.3 Working Dues Deduction. Upon the Union's receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year or the term of this Agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, working dues deduction in the amount per hour 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 Article VII, Section 7.1 (Wage Rates) to the Wisconsin Carpenters Central Depository as specified under Article IX (Central Depositories) 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. Upon the Employer request, 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 Dues Deduction. 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. 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.

Section 2.4 The working dues and assessments required of each employee shall be established annually by the Northern Wisconsin Regional Council of Carpenters in accordance with its By-laws.

ARTICLE III OTHER AGREEMENTS

Section 3.1 Residential Working Agreement. The Employers recognize the Union as the sole and exclusive bargaining agent for all carpenters and apprentices for all carpenter work as defined by the Union's Residential Working Agreement and are automatically bound by the provisions therein when performing residential work within the "Normal Construction Labor Market" of this Agreement (See Exhibit A). The Union shall furnish a copy of the Residential Working Agreement to all Employers.

Section 3.2 Pre-Engineered Metal Building Agreement. The Union shall make available a Pre-Engineered Metal Building Agreement to any Contractor signing this Agreement and desiring to enter into a Pre-Engineered Metal Building Agreement.

Section 3.3 Other Agreements. The Union shall notify and provide copies of all contracts and/or addenda to the Association to which the Union is signatory.

Section 3.4 The Union recognizes the Associated General Contractors of Wisconsin, Inc. as the bargaining unit for all Employers who have so authorized the Association for all work covered hereunder. The Association agrees to furnish to the Union lists of such Employers prior to May 26, 2002 and upon request thereafter. Upon such authorization any Employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to this Master Agreement. Individual Employers who have not so authorized the Association shall, by becoming party to this Master Agreement, also become part of said multi-employer bargaining unit, and said individual Employer authorizes the Associated General Contractors of Wisconsin, Inc., to negotiate successor Master Agreements on its behalf and said individual Employer specifically adopts all provisions of any successor Master Agreement entered into between the Associated General Contractors of Wisconsin, Inc. and the Union. Withdrawal from the multi-employer bargaining unit may be accomplished only by written notice to the Union and to the Association, at least ninety (90) days, but no more than one hundred twenty (120) days prior to date of expiration of this Agreement or of any renewal period hereof. Notice to the Association, wherever is required herein, shall constitute notice to each and all members of the multi-employer bargaining unit.

ARTICLE IV UNION REFERRAL

Section 4.1 Union Referral

- (a) The Employer shall notify the Union of opportunities for employment;
- (b) The Employer shall give the Union the opportunity to refer qualified applicants for employment; and
- (c) The Union agrees to furnish journeypersons, apprentices, and pre-apprentices on a non-discriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays, and Holidays, after notice by the Employer.
- (d) If the Union fails to furnish journeypersons and apprentices as required, the Employer may draw from whatever sources are available to meet the requirements at the time.
- (e) Contractors have freedom of movement of employees covered by this Agreement throughout the geographical area of this Agreement.
- (f) A Contractor from outside of the jurisdictional area of this Agreement will be allowed to bring in one (1) foreman and one (1) key bargaining unit employee, provided, however, the Contractor has signed this Agreement with the Northern Wisconsin Regional Council of Carpenters, and further provided, that the Contractor hires at a fifty to fifty (50 – 50) ratio bargaining unit employees who are residents of the Northern Wisconsin Regional Council of Carpenters geographical area.

Section 4.2 Equal Employment. The Association, Contractors, Employers, and the Unions agree that no party shall discriminate against any individual on the basis of age, race, creed,

color, handicap, marital status, sex, national origin, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force, or any Reserve component of the Military Forces of the United States or this State, except as limited by Wisconsin Statutes Sections 111.33 to 111.36 (1993-1994).

Section 4.3 Drug/Alcohol Testing. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. All companies signatory to this Agreement and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all employees. Exhibit C of this Agreement, which is made part of this Section, details the program to which all companies and Union's signatory to this Agreement endorse.

The program detailed in Exhibit C shall remain in effect until such time as the Standardized Drug Testing Program proposed by the Associated General Contractors of Wisconsin, Inc. and the Northern Wisconsin Regional Council of Carpenters is fully implemented. The Employers hereby agree to pre-fund the costs of the testing pursuant to the Standardized Drug Testing Program through a cents-per-hour contribution, as determined by the Drug Testing Committee and the Trustees of the Wisconsin Carpenters Health Fund, and to pay the sum established for such program in Article VII.

ARTICLE V GRIEVANCES AND ARBITRATION

Section 5.1 All grievances, disputes, or complaints arising under this Agreement must be filed within ten (10) working days of the incident giving rise to the grievance and shall first be submitted to an authorized representative of the Northern Wisconsin Regional Council of Carpenters who in turn shall immediately present the same to the representative of the Employer. The parties shall attempt to dispose of the grievance, dispute, or complaint within forty-eight (48) hours. If the matter is not disposed of within the applicable period of time, the same shall be referred to the Wisconsin Employment Relations Commission with a request that it immediately appoint an arbitrator.

Section 5.2 Written notice by registered return receipt letter of a demand for arbitration shall be given to the Contractor and the Association, or as applicable to the Northern Wisconsin Regional Council of Carpenters.

Section 5.3 It is understood that there shall be no stoppage of work during the period of arbitration and that the decision of the arbitrators shall be final and binding upon both parties, each party to bear one-half (1/2) of the expenses of such arbitrators.

Section 5.4 In the event the arbitrator finds a violation of the Agreement, he shall have the authority to award back pay not to exceed twenty (20) days to aggrieved person or persons in addition to whatever other or further remedy may be appropriate.

Section 5.5 The Trustees of the Wisconsin Carpenters Health Fund, the Trustees of the Wisconsin Carpenters Pension Fund, as well as the Trustees of the Vacation Fund, and of the Northern Wisconsin Regional Council of Carpenters Training Fund, may for the purpose of collecting any payments required to be made to such Trust Funds under this Agreement,

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 relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

ARTICLE VI UNEMPLOYMENT AND WORKER'S COMPENSATION

Section 6.1 Every Employer regardless of the number of persons employed, shall obtain coverage under the Worker's and Unemployment Compensation Acts of the State of Wisconsin. The Association, in cooperation with the Union, shall employ its best efforts to provide the Union with identification numbers which are assigned by the appropriate State Agency evidencing coverage under such Acts for all Employers signatory to the Association's Letter of Assent. It shall be the Union's responsibility to obtain whatever evidence it may require concerning the current coverage under such Acts of an Employer which is not signatory to the Association's Letter of Assent. 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 coverage, shall have the right to maintain an action for damages against such Employer. The costs 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 any obligation assumed by the Association or 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 the Association.

The Employer will not challenge any employee's Unemployment Compensation claim for refusing to work at any hourly rate of pay lower than the hourly rate of pay he was receiving.

ARTICLE VII

SECTION 7.1 WAGE RATES / CONTRIBUTIONS / DEDUCTIONS / AND OTHER PAYMENT PROVISIONS

| Effective Date | Classification | Normal Hourly Rate | Vacation Deduction | Working Dues Deduction | Health Fund/Pre-Retirement | Pension Fund | Educ. & UBC Appr. Fund | Contr. Adm. Fund | Normal Hourly Total |
|--|----------------|--------------------|--------------------|------------------------|----------------------------|--------------|------------------------|------------------|---------------------|
| May 26, 2002 | Carpenters | 23.19 | - 1.20 | - 3% Gross | 4.35 | 4.20 | .27 .06 | .05 | 32.12 |
| | Millwrights | 24.79 | - 1.20 | - 3% Gross | 4.35 | 4.20 | .27 .06 | .05 | 33.72 |
| | Piledrivers | 23.69 | - 1.20 | - 3% Gross | 4.35 | 4.20 | .27 .06 | .05 | 32.62 |
| June 1, 2003 | Carpenters | 23.81 | - 1.20 | - 3% Gross | 4.95 | 4.40 | .30 .06 | .05 | 33.57 |
| | Millwrights | 25.41 | - 1.20 | - 3% Gross | 4.95 | 4.40 | .30 .06 | .05 | 35.17 |
| | Piledrivers | 24.31 | - 1.20 | - 3% Gross | 4.95 | 4.40 | .30 .06 | .05 | 34.07 |
| Note: Health, Pension, or Education Rates To Be Amended By The Fund Trustees If Needed | | | | | | | | | |
| May 30, 2004 | Carpenters | 24.41 | - 1.20 | - 3% Gross | 5.55 | 4.60 | .30 .06 | .05 | 34.97 |
| | Millwrights | 26.01 | - 1.20 | - 3% Gross | 5.55 | 4.60 | .30 .06 | .05 | 36.57 |
| | Piledrivers | 24.91 | - 1.20 | - 3% Gross | 5.55 | 4.60 | .30 .06 | .05 | 35.47 |
| Note: Health, Pension, or Education Rates To Be Amended By The Fund Trustees If Needed | | | | | | | | | |
| May 29, 2005 | Carpenters | | | | | | | | 36.32 |
| | Millwrights | | TO | BE | DETERMINED | | | | 37.92 |
| | Piledrivers | | | | | | | | 36.82 |
| May 28, 2006 | Carpenters | | | | | | | | 37.67 |
| | Millwrights | | TO | BE | DETERMINED | | | | 39.27 |
| | Piledrivers | | | | | | | | 38.17 |
| May 27, 2007 | Carpenters | | | | | | | | 39.02 |
| | Millwrights | | TO | BE | DETERMINED | | | | 40.62 |
| | Piledrivers | | | | | | | | 39.52 |

NOTE: Working Dues Deduction is deducted from the Hourly Wage Rate; is not an additional Employer contribution and is subject to F.I.C.A. and Income Tax Withholding. Working Dues Deduction becomes 3% of gross wages unless changed by provision 2.4 of this contract.

NOTE: Vacation is deducted from the Hourly Wage Rate; is not an additional Employer contribution and is subject to F.I.C.A. and Income Tax Withholding.

(blank)

Section 7.2

(a) **Targeting.** The parties will continually monitor the effectiveness of this Agreement relative to market conditions so that this Agreement can be modified where necessary to assure work opportunities for employees and the competitive position of the Employers. Such modification may take the form of "targeting" certain jobs or areas to put signatory contractors in a more competitive bidding position.

When agreement is reached on a targeted job or area, the Associated General Contractors of Wisconsin, Inc., will make the terms and conditions of such agreement available to all Employers signatory to this Agreement.

(b) **Subsistence Allowance.** Subsistence shall not be mandatory under the terms of this Agreement. However, an employee may negotiate subsistence with an Employer's designated representative.

No Employer will challenge the unemployment compensation claim of an employee who refuses to travel more than fifty (50) miles from the employee's principle residence to a jobsite within the Northern Wisconsin Regional Council of Carpenters' jurisdiction.

(c) **Diver And Tender Performing Bargaining Unit Work.** Pay rates as follows:

Diver Rate: \$3.50 above Journeyman Carpenter rate.

Tender Rate: Journeyman Carpenter Rate.

Premium Time at applicable one and one-half (1 ½) or double regular rate.

There will be a minimum of two (2) hours show-up pay at the appropriate rate of pay once a diver starts his/her dive.

Diver Expenses: Fifty dollars (\$50.00) per day for use of personal gear and fifteen dollars (\$15.00) per day for use of air compressor.

(d) **Foreman Premium.** A foreman shall be appointed by the Contractor and such foreman shall be a member of the bargaining unit and shall be employed under the terms of this Agreement. The foreman shall receive not less than two dollars and fifty cents (\$ 2.50) per hour more than the applicable journeyman wage rate provided in this Agreement.

(e) **Sub-Foreman Premium.** Sub-foreman may be employed to assist the foreman when the Employer deems it necessary or advisable. Each sub-foreman shall receive not less than one dollar and twenty-five cents (\$ 1.25) per hour over the applicable journeyman wage rate provided in this Agreement.

(f) The foreman shall be selected by the Employer. The foreman shall represent the Employer in direction of employees at the site of work. The Employer shall have the right to add to or limit the duties of the foreman.

(g) **Payment of Wages.** Contractors shall pay once each week on a calendar week basis and shall be allowed three (3) working days from the end of the payroll period to the date on which payroll checks are, at the Contractor's option, either distributed on the job or placed in the U.S. mail postmarked within the time limit specified herein. Provided that the employee has executed an authorization, the Employer may direct-deposit payroll checks to an account designated by the employee. Each employee shall be provided an itemized statement of hours worked and gross earnings and an itemized statement of all deductions made for any purpose for each pay period.

- (h) All employees discharged shall receive pay in full at time of discharge. Employees laid off for an indefinite period are to be paid in full immediately on the job, or by mail postmarked within twenty-four (24) hours. In the event the check is not handed to said laid-off employee, or the postmark is later than the end of the employees next pay period, the laid-off employee shall receive an additional two (2) hours pay for each twenty-four (24) hours of delay.
- (i) **Notice of Layoff, Discharge or Quit.** When an employee is laid off or discharged, a written notice giving date and reason for discharge is required at time of termination and such employee shall be allowed fifteen (15) minutes prior to designated quitting time for pick-up of tools. An employee who quits shall also provide the Employer with written notice giving date and reason for quitting.
- (j) **Job Injury.** Employees injured on the job site shall suffer no loss of time while being tended to, either at the job site or other facility during the day of the accident or injury provided the nature of the injury or accident prevents the employee from returning to work and is verified by the care giver.
- (k) **Prevailing Wage Rate Reporting.** Associated General Contractors of Wisconsin, Inc. agrees to yearly remind signatory contractors of completing and submitting prevailing wage rate reports to the Union and the State of Wisconsin and provide standard forms to facilitate such reporting. Yearly reminder mailings will be accomplished using labels provided by the Fund Office.

Section 7.3 Journeyman Upgrade Training

The Union recognizes the importance of journeyman training/upgrading and agrees to fully cooperate with Employers in a concerted effort to provide a highly skilled workforce in which to compete in the market place.

The Union and Employers agree to promote a minimum of sixteen (16) hours of upgrade training per calendar year.

Both parties agree that they shall meet a minimum of once a year to recommend to the Training Fund, upgrade training programs, and incentives geared specifically for United Brotherhood of Carpenters' members. This program shall be funded and monitored by the Northern Wisconsin Regional Council of Carpenters Training Fund.

If the Employer provides certified training to Union employees, notification of such training shall be forwarded to the Union by the Employer. The Union shall compile and maintain a database with all relevant and current details for the Journeyman Upgrading Program. This information shall be available to signatory contractors from the Union for immediate verification.

ARTICLE VIII FRINGE BENEFIT TRUST FUNDS

Section 8.1 Contributions. During the term of this Agreement, each Employer covered by this Agreement shall pay for each hour worked by all employees covered by this Agreement the sums per hour specified in Section 7.1, Article VII, "Wage Rates", to the following Funds:

- a) The Wisconsin Carpenters Pension Fund
- b) The Wisconsin Carpenters Health Fund
- c) The Northern Wisconsin Regional Council of Carpenters Training Fund
- d) Carpenters International Training Fund
- e) Contract Administration Fund

and further, each such Employer shall deduct from the employee's wages for each such hour worked by all such employees the sums per hour as specified in Section 1, Article VII, for the following:

- f) Wisconsin Carpenters Vacation Fund
- g) Working Dues Deduction for all employees who have signed authorization cards

All payments shall be made for all such hours worked by covered employees commencing with the first (1st) day of employment. All payments shall be made not later than the fifteenth (15th) day of each month following the month for which payment is made.

Section 8.2 The parties to this Agreement, and all Employers covered thereby, agree to be bound by all the terms of the respective Trust Agreements governing the establishment, administration, and operation of the Funds listed in Section 8.1 and 8.5 as amended from time to time, and further agree to be bound by all of the actions, rules, and regulations heretofore and hereafter adopted by the respective Boards of Trustees in accordance with the Trust Agreements. The parties to this Agreement and all Employers covered thereby, hereby accept as Trustees, the Trustees appointed under and in accordance with each such Trust Agreement and all succeeding Trustees as shall have been or will be appointed under and in accordance with each such Trust Agreement. The Employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the Scope of this authority.

Section 8.3

(a) In the event an Employer becomes delinquent in the payment of the sums required to be paid to the Funds as provided in this Article, such Employer shall become obligated for all claims that may arise during the period of delinquency. In addition, such a delinquent Employer shall become liable for the payment of liquidated damages and interest at rates established by the Trustees. In the event legal or administrative action becomes necessary to recover sums due the Funds, the delinquent Employer shall be required to pay liquidated damages, interest, audit costs, and actual attorneys' fees and court cost incurred in the collection process.

(b) In the event that the Employer is delinquent for a period of fifteen (15) days in making contributions to any Fund provided for under this Agreement, and has been provided with notice of such delinquency; notwithstanding any other provisions of this Agreement, it shall not be a violation of this Agreement for the Union to withdraw all employees from the delinquent Employer so long as the delinquency exists, provided that the Union notifies the General Contractor five (5) days prior to withdrawing employees.

Section 8.4 The Trustees of the Funds may for the purpose of collecting any payments required to be made to such Trust Funds under this Agreement, including liquidated damages, interest and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate relief and shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided in this Agreement.

Section 8.5 The term "Funds" as used in this Article shall have reference to and mean the Wisconsin Carpenters Pension Fund, the Wisconsin Carpenters Health Fund, the Northern Wisconsin Regional Council of Carpenters Training Fund, the Wisconsin Carpenters Vacation Fund, and the Carpenters International Training Funds.

Section 8.6 Purpose of Vacation Fund and Training Fund.

(a) **Vacation Fund.** The Wisconsin Carpenters Vacation Fund is a Trust Fund created for the purpose of providing vacation pay benefits, as may be determined by the Trustees, for the benefit of employees on whose behalf payments have been made to the Fund. The Trustees shall adopt rules and regulations

governing the eligibility of employees as the Trustees may deem appropriate, as long as such terms and provisions are not inconsistent with any of the terms and provisions of the collective bargaining agreements existing between the parties.

- (b) **Training Fund.** The Northern Wisconsin Regional Council of Carpenters Training Fund is a Trust Fund created for the purpose of perpetuating, promoting and improving apprenticeship training, and to further and increase the technological education of journeymen in all branches of the carpentry trade and for related purposes.

Section 8.7 National Health Insurance. In the event National Health Insurance becomes law, this Agreement shall be open for the sole and exclusive purpose of apportioning the amount of the then-current hourly contribution required by this Article between National Health Insurance, Wisconsin Carpenters Health Fund, and wages. The reapportionment shall be made in accordance with agreement reached between the Trustees of said Fund and the negotiating committees of the Associated General Contractors of Wisconsin, Inc. and Northern Wisconsin Regional Council of Carpenters.

Section 8.8 Annual Review of the Training Fund. To eliminate a situation where the financial status of the Training Fund would become insufficient or excessive and thereby have an effect on the technological education of a journeyman or number of apprentices indentured or to be indentured, an annual review of the financial condition of the Fund will be held each year immediately following the annual audit. This review shall be made by the Trustees of the Fund who shall be appointed under and in accordance with such Trust Agreement. Should the analysis of this review indicate the need for an adjustment in the contribution rate, it shall be the duty of the negotiating committee to meet and negotiate the details for the adjustment. The aforementioned negotiations shall pertain to the Training Fund only and shall have no effect on the rest of this Agreement.

Section 8.9 Labor Management Fund. The parties agree with the concept that Labor Management Committees are beneficial to the promotion of union construction as outlined in Exhibit D which is incorporated into and made a part of this Agreement. Contributions and deductions shall be designated for certain areas covered by this Collective Bargaining Agreement in Article VII, "WAGE RATES / CONTRIBUTIONS / DEDUCTIONS / AND OTHER PAYMENT PROVISIONS".

Section 8.10 Contract Administration Fund. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay per hour for actual time worked to the Contract Administration Fund (CA FUND) for each employee covered by or subject to this Agreement, the amount specified in the Wage Rate Article. 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 Fund Office, P.O. Box 282, Eau Claire, WI 54702.

In consideration and recognition of the negotiation and administration of this Labor Agreement and related operations, and the Association's discharge of its fiduciary responsibilities with respect to the Fringe Benefit Funds by appointing Trustees and insuring them, this CA FUND is established.

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

The Associated General Contractors of Wisconsin, Inc. or its officers, may for the purpose of collecting any payments required to be made to the CA FUND, including damages and costs, and for the purpose of enforcing rules concerning the inspections 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.

Each Employer who is required to make payments to the CA FUND pursuant to this contract shall promptly furnish to the Associated General Contractors of Wisconsin, Inc. or 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 CA FUND and for no other purpose. The Associated General Contractors of Wisconsin, Inc. or its authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Associated General Contractors of Wisconsin, Inc. or its authorized agents, in connection with the proper administration of the CA FUND.

INDEMNIFICATION. The Associated General Contractors of Wisconsin, Inc. hereby agrees to protect, defend, indemnify, and hold harmless the Union against any and all loss, damages, costs, and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims, and all causes of action or other forms of liability arising out of this CA FUND Article.

Section 8.11 Carpenters International Training Fund. The Employer(s) and the Union recognize the need for the quality training of apprentices and journeypersons to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of six cents (\$.06) per hour worked for each employee covered by this Agreement to the Carpenters International Training Fund. Payment to the Funds shall be made on or before the fifteenth (15th) day of the month following the month of the work performed and shall be remitted in accordance with the instructions of Trustees of the respective Funds.

The Employer hereby also agrees to be bound by the Trust Indenture Agreement as now stated or as later restated or amended applicable to each of the two (2) respective United Brotherhood of Carpenters Trust Funds described above.

On request, each Employer and/or Union shall receive a copy of the Funds' annual reports.

This contribution shall be paid to the Wisconsin Carpenters' Central Depository, P.O. Box 282, Eau Claire, WI 54702.

ARTICLE IX WISCONSIN CARPENTERS CENTRAL DEPOSITORY

Section 9.1 In order to facilitate the payment by Employers of the contributions to the Wisconsin Carpenters Health Fund, to the Wisconsin Carpenters Pension Fund, to the Northern Wisconsin Regional Council of Carpenters Training Fund, the Wisconsin Carpenters Vacation Fund and to the appropriate affiliated Union for check-off Union Working Dues Deduction, required to be made pursuant to Article VII and VIII of this Agreement, there is hereby established a central depository office to be operated and administered, under the name of the Wisconsin Central Depository by the Administrative Manager of the Wisconsin Carpenters Pension Fund. Upon mutual consent of both parties, the Administration of the Central Depository may be changed to another location.

Section 9.2 During the life of this Agreement, all Employers covered by this Agreement shall pay (a) the contributions required to be made to the several Funds enumerated in Section 8.1 in accordance with Article VII and VIII of the Agreement and (b) the check-off Union Working Dues Deduction (Section 2.3) to the Wisconsin Carpenters Central Depository for the distribution to the Trustees of these several Funds or to the Northern Wisconsin Regional Council of Carpenters (for working assessments), respectively, or to their several authorized agents or depositories. All such contributions intended for the several Funds and/or Union,

respectively, may be paid with a single remittance, such remittance to be made payable to the Wisconsin Carpenters Central Depository and to be sent together with the required remittance reports, to:

WISCONSIN CARPENTERS CENTRAL DEPOSITORY
P.O. BOX 282
EAU CLAIRE, WI 54702

Said contributions shall be paid at such intervals and at such times as is provided for in Article VII of this Agreement to the Wisconsin Carpenters Central Depository for work performed in the geographical area as defined in Exhibit "A".

Section 9.3 The costs and expenses of operation of the central depository shall be born pro rata by the several Funds and Regional Council participating in said central depository, including the Funds provided for under this Agreement.

ARTICLE X DELINQUENCY PROVISION AND BONDING

Section 10.1 In the event an Employer becomes delinquent in the payment of the sums required to be paid to the several Trust Funds as provided in Article VIII of this Agreement, then such Employer shall become obligated for all claims that may arise during the period of delinquency. In addition, in the event the Trustees of any of the several Trust Funds have not established a schedule of liquidated damages to be paid in the event of delinquency in making required payments, then an Employer who has become delinquent in making such payments shall become liable for the payment of liquidated damages in the amount equal to twenty percent (20%) of the payments which are overdue and thus delinquent for a period of fifteen (15) days after notice by Trustees of delinquency, it shall not be a violation of this Agreement for the Union to refuse to supply employees and applicants, to, and to prohibit employees covered by this Agreement from working for, any such delinquent Employer.

Section 10.2 In the event legal or administrative action becomes necessary to recover the sums due the several Trust Funds, the delinquent Employer shall be required to pay all court costs, service fees, court reporter fees, and actual attorneys' fees.

Section 10.3 Each Employer shall be required to post with the office of the Fund Administrator, the Wisconsin Carpenters Central Depository, a cash or surety bond in form satisfactory to the Trustees of the Trust Funds referred to in Section 8.1 and in the face amount of twenty-five thousand dollars (\$25,000.00), which bond shall cover all of the Trust Funds referred to in Section 8.1. 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 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. It shall not be a violation of this Agreement for the Union to refuse to supply employees and applicants to, and to prohibit employees covered by this Agreement from working for, any such delinquent Employer who fails or refuses to provide or maintain such bond.

Section 10.4 The requirements of Section 10.3 shall not apply to any Employer that, during the twelve (12) 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 8.1 pursuant to a collective bargaining agreement requiring the payment of contributions to such Trust Funds.

Section 10.5 The requirements of Section 10.3 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 8.1 provided such Employer can establish that during the twelve (12) 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 (12) month period, in payment of the contributions required to be paid to such multi-employer fringe benefit Funds.

Section 10.6 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 Section 8.1 and Section 10.1) to any or all of the Trust Funds referred to in Section 8.1, 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 Fund Administrator, of the Wisconsin Central Depository, a cash or surety bond in accordance with the requirements of Section 10.3 and the exemptions provided under Section 10.4 and 10.5 shall no longer be applicable to such Employer.

ARTICLE XI HOURS OF WORK

Section 11.1 Workday And Workweek. Eight (8) hours between 6:00 a.m. and 6:00 p.m., with one-half (1/2) hour lunch period shall constitute a workday. Six (6) days from Monday to Saturday, inclusive, shall constitute a workweek. However, Saturday may only be used as a straight-time day if time has been lost during the week due to inclement weather or conditions beyond the Contractor's control. No one is to be discriminated against for choosing not to work Saturday.

The Contractor must notify the Northern Wisconsin Regional Council of Carpenters before a Saturday make-up day can be utilized. If the Contractor does not notify the Northern Wisconsin Regional Council of Carpenters, all time worked on the Saturday make-up day shall be paid at one and one-half (1 ½) times the hourly wage rate. This provision of the Agreement is not to be used as a floating forty (40).

Section 11.2 Overtime, Saturday, Sunday, And Holiday Work.

(a) All time in excess of eight (8) hours per day, all time worked before 6:00 a.m. or after 6:00 p.m. and all time worked on Saturday shall be paid at the rate of one and one-half (1 ½) times the established hourly rate of pay with the exception of time worked on Saturday make-up which shall be at straight time.

The Contractor must notify the Union before a Saturday make-up day can be utilized. If the Contractor does not notify the Northern Wisconsin Regional Council of Carpenters, all time worked on the Saturday make-up day shall be paid at one and one-half (1 ½) times the hourly wage rate. This provision of the Agreement is not to be used as a floating forty (40).

(b) All time worked on Sundays and legal Holidays shall be paid for at double the established hourly rate of pay. Time worked between 6:00 a.m. Sunday and 6:00 a.m. Monday is considered Sunday work. The same principal applies to Holidays.

(c) On Projects of at least two (2) weeks duration, the workweek may, at the Contractor's option, consist of a four (4) day forty (40) hour week, Monday through Saturday, consisting of four (4) ten (10) hour days without overtime rates applying. However, Saturday may only be used as a straight-time day if time has been lost during a workday due to inclement weather or conditions beyond the Contractors' control. No one is to be discriminated against for choosing not to work on Saturday. When working such workweek all hours worked in excess of ten (10) hours per day shall be paid at one and one-half (1 ½) the hourly rate of pay. All hours worked in excess of forty (40) hours after four (4) work days shall be paid at one and one-

half (1 ½) times the hourly rate of pay, and double time for Sundays and Holidays. The Contractor shall advise the Northern Wisconsin Regional Council of Carpenters of the establishment of such workweek prior to implementation.

The workweek option provided for in this paragraph shall not be available when shift work, as provided for in Section 11.4 is being performed.

Section 11.3 Overtime and Shift Permits

- (a) Authorized Regional Council Representatives shall issue all permits for overtime, Saturday, Sunday, Holiday, and shift work. No permits shall be denied any Contractor working under the provisions of this Agreement.
- (b) All such requests and approvals will be confirmed in writing within forty-eight (48) hours.

Section 11.4 Shift Work.

- (a) A shift for the purpose of this Agreement shall mean one (1) or more crews of employees working on a pre-arranged schedule of hours, other than the normal workday as provided for in this Agreement.
- (b) In order to avoid any conditions which might result in discrimination in competitive bidding, all jobs on which shifts are contemplated must be reported and receive the approval of the authorized Regional Council Representative before shift conditions will apply. All such agreements are to be confirmed in writing by the Regional Council within forty-eight (48) hours.
- (c) A shift termed the first day shift falling within the normal workweek shall consist of eight (8) hours. The first shift starting time will be between 6:00 A.M. to 9:00 A.M. All time worked prior to or after the established first day shift, eight (8) hours, shall be overtime.
- (d) A shift termed the second shift, falling within the shift workweek shall consist of seven and one-half (7 ½) hours of work for a total of eight (8) hours pay. The lunch break shall be taken as near as possible to mid-shift.
- (e) A shift termed the third shift, falling within the shift workweek shall consist of seven (7) hours of work for a total of eight (8) hours pay. The lunch break shall be taken as near as possible to mid-shift.
- (f) All Saturday and shift work overtime hours as described in Section 11.4(c), (d), and (e) above and worked prior to and subsequent to the first day shift shall be paid for at one and one-half (1 ½) times the normal hourly wage except that any time worked between 6:00 a.m. Sunday and 6:00 a.m. Monday, and Holidays, and work prior to and subsequent to the first day shift, shall be at double time the normal hourly wage rate. All shift overtime hours subsequent to or after any of the established shift shall be paid for at one and one-half (1 ½) times or double time the normal hourly wage, whichever rate applies. Shift hours shall apply on Saturday, Sunday, and Holidays.
- (g) No employee shall be required to work a broken shift.

Section 11.5 Legal Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. 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. The day of Christmas Eve shall also be considered a Holiday for employees working after the regular day shift and the second and third shifts pursuant to Section 11.4 (Shift Work).

Where a Holiday occurs or is designated in this Section during the normal work week, the Contractor may, at its option, have a four (4) day, forty (40) hour work week consisting of four (4) ten (10) hour days without overtime rates applied.

Section 11.6 Part-Time Work. Employees called out for part-time work shall receive a minimum of four (4) hours pay. Employees not notified by the Contractor or his agent the night before and who reports for work at the regular time shall be paid two (2) hours pay if they are not put to work. These rules will not apply when inclement weather or other reasons beyond the Contractor's control causes a stoppage of work.

ARTICLE XII GENERAL AND MISCELLANEOUS PROVISIONS

Section 12.1 Machinery And Tools.

- (a) Any and all power tools and their related accessories used on the job site shall be furnished by the Employer.
- (b) All saws when used on the job site shall be sharpened on the job site or paid to be sharpened by the Employer. All carpenters shall begin a job with sharp handsaws and tools.
- (c) Powerdriven equipment consisting of the following: forklifts, electric hoists, chain hoists, hydraulic lifting devices, tow motors, and other equipment historically used by carpenters intermittently shall be considered as a tool of the trade.

Section 12.2 Employer Restrictions. No officer or partner of a contracting firm or an individual doing business as a Contractor shall be permitted to do bargaining unit work on a job unless journeypersons are employed and in no case shall more than one (1) such member be permitted to perform bargaining unit work. Such individuals shall be required to work under the provisions of Article XI.

Section 12.3 Stewards.

- (a) It shall be the right of the Northern Wisconsin Regional Council of Carpenters to have a steward on every job where members are employed. The Northern Wisconsin Regional Council of Carpenters shall immediately notify the Contractor in writing of the identity of the steward as soon as his identity is determined.
- (b) The steward shall not interfere with normal construction operation while carrying out the duties as steward.
- (c) The Contractor may lay off the steward because of work shortage within the company, at such time the Northern Wisconsin Regional Council of Carpenters may appoint a replacement steward from among the remaining members on the jobsite. No steward shall be laid-off or discharged without forty-eight (48) hours notice to the Regional Council and the steward.

Section 12.4 Union Representative.

- (a) Authorized representatives of the Northern Wisconsin Regional Council of Carpenters shall have access to all jobs under construction, provided, however, that they shall report their presence to the Contractor or his immediate representative on the jobsite and shall not interfere with employees during working hours. The representative's shall comply with the specific project safety rules and regulations.

- (b) The authorized Business Representative of the Northern Wisconsin Regional Council of Carpenters may request the Contractor in writing for a notarized statement of a specific employee's wages and hours on a particular job for a particular period if the Northern Wisconsin Regional Council of Carpenters has reasonable cause to suspect that provisions of the contract are not being complied with. A copy of the aforesaid request will be sent to the party and the Association. A copy of the notarized statement will be sent to the Northern Wisconsin Regional Council of Carpenters within three (3) working days after receipt of request.

Section 12.5 No Limitation On Amount Of Work. There shall be no limitation as to the amount of work a person shall perform during the working day.

Section 12.6 No Restriction On Use Of Machinery Or Tools. There shall be no restriction on the use of machinery or tools, furnished by the Contractor, provided that they are operated by employees of the craft assigned the work by the Contractor.

Section 12.7 Discharge For Cause. The Contractor reserves the right to discharge an employee for cause, subject however, to the right of arbitration as provided in Article V. Grievances arising as a result of discharge must be delivered to the Contractor in writing within ten (10) days of the date of discharge. Employees not complying with this requirement will forfeit their right to prosecute their grievance.

Section 12.8 No Contracting By Employees.

- (a) It is agreed that employees represented by the Union shall not contract or subcontract any work. This shall not prevent any employees represented by the Union from legitimately entering business as a Contractor providing he has been so recorded with the Northern Wisconsin Regional Council of Carpenters and the Contractor has been notified. It is the responsibility and duty of the Northern Wisconsin Regional Council of Carpenters to notify the Contractor of all carpenters doing contract work.
- (b) In the event any employee represented by the Union violated this Section of the Agreement and upon notice to the Northern Wisconsin Regional Council of Carpenters by the Contractor, the Northern Wisconsin Regional Council of Carpenters agree that individually and collectively they will use their best efforts to discourage such violation. The Contractor may refuse employment to any employee represented by the Unions who violated this "No Contracting" provision. Exceptions to this provision can be made in individual cases by mutual consent.

Section 12.9 Subcontracting.

- (a) It is agreed that any work sublet and to be done at the site of the construction, alteration, painting or repair of a building, structure or other work and when a portion of said work to be sublet is under the jurisdiction of this Agreement, the work shall be sublet to a subcontractor signatory to an Agreement with the Northern Wisconsin Regional Council of Carpenters.
- (b) When situations arise wherein the low bidder is not signatory to this Agreement and before the letting of such work, the Contractor must notify the Northern Wisconsin Regional Council of Carpenters in order that the Northern Wisconsin Regional Council of Carpenters 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.
- (c) If the Contractor does not notify and meet with the Union, paragraph (a) applies and paragraph (b) does not.

Section 12.10 Jobsite Facilities.

- (a) **Tool Storage.** The Contractor shall provide at each jobsite, a locked tool shed or other adequate locked storage space for the storage of employee's tools.
- (b) **Lunch Room.** It is agreed that the Employer shall furnish a safe and reasonable comfortable place at the site of construction where the Employee can eat lunch. The eating area shall be well lighted, with suitable ventilation and heat where applicable. Sanitation shall be as required by the Department of Workforce and Development.
- (c) **Work Station.** All employees shall be at their work station at the designated times for commencement of work in the morning and afternoon providing the Contractor makes a change house available to the employees within close proximity of the work stations. It is the intent that eight (8) hours work shall be given for eight (8) hours pay provided said change house is provided within close proximity of the work station. All employees shall remain at their respective work station until the designated quitting time.

Section 12.11 Pre-Job Conference. The Contractor shall notify the Northern Wisconsin Regional Council of Carpenters prior to starting work on any project in the Regional Council's jurisdictional area. On any project over one-hundred twenty-five thousand dollars (\$125,000) on which the Contractor is to utilize subcontractors, the Northern Wisconsin Regional Council of Carpenters may, if it desires, request in writing a pre-job conference. Upon such notification, the Northern Wisconsin Regional Council of Carpenters and the Contractor shall jointly establish a time and place for a pre-job conference.

Section 12.12 Employment In Violation of Article II. It is further understood and agreed that it shall not be considered a violation of this Agreement if stoppage of work results from the employment of employees by the Contractor other than as specifically provided for in Article II of this Agreement.

Section 12.13 Safety Program. Members of the Union, as a condition of employment, shall be required to sign a statement indicating a receipt of, and willingness to comply, with the Safety Instructions for Employees as published by the Associated General Contractors of Wisconsin, Inc., if the Contractor adopts these safety instructions as a portion of his/her company's safety program. If the Contractor has its own safety program, the employee shall be required to sign a statement indicating a receipt of, and willingness to comply with such Safety Program.

Section 12.14 Construction (Co-Op) Education Program.

- (a) Any student enrolled in the Construction Management, Engineering, or Administration Programs at the University of Wisconsin-Madison, Platteville, Stout, or Marquette University is free to be employed and work at the trade without becoming and remaining a member of the Union during the required Co-op period only, and Article II shall not apply to such student.
- (b) At no time will such student displace a carpenter or carpenter-apprentice.
- (c) The Northern Wisconsin Regional Council of Carpenters must be notified in writing when a Contractor intends to employ such a student at the trade. No more than one (1) such student per Employer is to be employed at the trade.

Section 12.15 Coffee Break. Employers will not object to an employee taking a coffee break in the morning if such break does not cause loss of work time in excess of ten (10) minutes. When ten (10) or more hours are worked in a day, a second ten (10) minute break will be given.

The coffee shall be taken from the employee's own container, and shall be restricted to close proximity to the employee's place of work on the jobsite. The Employer shall regulate the number of employees who shall take this break at any one time and when the time shall be.

Section 12.16 Wearing Apparel.

- (a) Where welding helmets, welding goggles, rain gear, or rubber boots are necessary to perform work; such apparel shall be furnished to the workers by the employer. Each employee shall be furnished their own hard hat which shall be of regulation type according to the applicable safety code.
- (b) All welders and burners will be furnished one (1) pair of welding gloves and a leather cape with sleeves for the protection of their clothing. Replacement of these items will be made on the basis of the worn out item in exchange for the new one. Gloves and capes are and continue to be the property of the Employer.

Section 12.17 Millwright Work.

- (a) The Employer shall furnish, if required, all precision levels over twelve inches (12"), all calipers, outside micrometers over one inch (1"), inside micrometers, all adjustable wrenches over twelve inches (12"), all socket wrenches over one-half inch (1/2") drive, box socket and open end wrenches over one and one-fourth inches (1 1/4") or metric equivalent, all drills, taps, files, emery cloth, sand paper, hack saw blades, and all hammers over two (2) pounds.
- (b) When it is necessary to store employee tools on the jobsite during his non-working hours, the Contractor shall be responsible for providing a proper and safe lock up area. The Employer shall allow adequate time to bring tools on the jobsite and allow adequate time at the close of each shift for the picking up and securing of the tools.

Section 12.18 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 – Governed by Exhibit C Provisions
8. Noise Limitations
9. Rules Related To the Use of TV's, Radios, Tape or CD Players, and Transmitters
10. Smoking Restrictions – Construction Tradepersons May Use Owners' Smoking Area
11. Rules Prohibiting Sexual Harassment
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 owners' requirements with the Northern Wisconsin Regional Council of Carpenters prior to implementation and come to an accord before implementation.

Section 12.19 Use of Cell Phones/Pagers. Employees shall not use cellular phones and pagers while working on the project site. Use of such equipment shall be confined to non-working hours, including the lunch break.

**ARTICLE XIII
APPRENTICESHIP**

Section 13.1 The employment of apprentices shall be encouraged and promoted, and all employment will be governed by area standards.

Section 13.2 Apprentices shall be indentured in accordance with Chapter 106 of the Wisconsin Statutes, as amended, including attendance at school, and their employment shall be in accordance with the rules of the Department of Workforce Development governing carpenter-apprentices.

In the event that the Associated General Contractors, Inc. and the Northern Wisconsin Regional Council of Carpenters agree upon an alternative apprenticeship program to that provided for under Department of Workforce Development rules, apprentices may be indentured under that program in accordance with its standards.

Apprentices shall be placed in accordance with the referral provisions of this Agreement.

Section 13.3 The ratio of apprentices to journeypersons shall be one (1) apprentice to three (3) journeypersons but in accordance with the appropriate Sections of this Agreement governing apprentices. However, at a minimum, each Contractor must employ at least one (1) apprentice if the Contractor's total workforce includes five (5) journeypersons. Each Contractor must also employ at least one (1) additional apprentice for each six (6) additional journeypersons employed by such Contractor in the Contractors' total workforce.

Section 13.4 The Contractor and the Union agree to use every legal means to keep apprentices steadily employed actually learning the trade. When necessary, apprentices may be transferred from one Employer to another.

PRE-APPRENTICE

Section 13.5

- (a) The established pre-apprenticeship percentage is calculated on the normal hourly base rate with the same fringe benefit contributions and deductions as for journeypersons.
- (b) The ratio of pre-apprentices is one pre-apprentice for each indentured apprentice employed by the contractor.
- (c) A pre-apprentice will not displace a journeyperson or indentured apprentice.
- (d) Pre-apprentices will not work unsupervised. If pre-apprentices affect prevailing wage certification, Section 13.5 does not apply to this contract.
- (e) A pre-apprentice can be placed in any of the percentage tiers of the pay schedule based on his/her experience or qualifications.

SCHEDULE

| | | <u>%</u> | <u>MONTHS</u> |
|---------------|--------------------------|----------|-----------------|
| STARTING | | 50% | 0 - 12 |
| | | 55% | 12 - 24 2 years |
| OPTION - | Indenture 4 year | 60% | 24 - 30 |
| | Apprenticeship Program | 65% | 30 - 36 |
| | | 70% | 36 - 42 |
| | | 75% | 42 - 48 |
| OPTION - | Non-indentured pre- | 80% | 48 - 54 4 years |
| | apprentice may be | | |
| | frozen at pre-apprentice | | |
| | 80% rate | | |
| | | 85% | 54 - 60 |
| | | 90% | 60 - 66 |
| JOURNEYPELSON | | 100% | 72 - 6 years |

**SECTION 13.6 SCHEDULE OF APPRENTICE & PRE-APPRENTICE WAGE RATES
EFFECTIVE MAY 26, 2002**

| | % | Pre-Appr. Months | Appr. Months | Carpenters | Millwright | Piledriver |
|-----------------------|-----|---------------------|-----------------|------------|------------|------------|
| Pre-Appr. Start | 50% | 0 – 12 | | \$ 11.60 | \$ 12.42 | \$ 11.85 |
| | 55% | 12 – 24 | | 12.75 | 13.66 | 13.03 |
| Appr. Start | 60% | 24 – 30 | 0 – 6 | 13.91 | 14.90 | 14.21 |
| | 65% | 30 – 36 | 6 – 12 | 15.07 | 16.15 | 15.40 |
| | 70% | 36 – 42 | 12 – 18 | 16.23 | 17.39 | 16.58 |
| | 75% | 42 – 48 | 18 – 24 | 17.39 | 18.63 | 17.77 |
| | 80% | 48 – 54 | 24 – 30 | 18.55 | 19.87 | 18.95 |
| | 85% | 54 – 60 | 30 – 36 | 19.71 | 21.11 | 20.14 |
| | 90% | 60 – 66 | 36 – 42 | 20.87 | 22.36 | 21.32 |
| | 95% | 66 – 72 | 42 – 48 | 22.03 | 23.60 | 22.51 |
| Journeyman Rate | | | | \$ 23.19 | \$ 24.84 | \$ 23.69 |

**SECTION 13.6 SCHEDULE OF APPRENTICE & PRE-APPRENTICE WAGE RATES
EFFECTIVE JUNE 1, 2003**

| | % | Pre-Appr. Months | Appr. Months | Carpenters | Millwright | Piledriver |
|-----------------------|-----|---------------------|-----------------|------------|------------|------------|
| Pre-Appr. Start | 50% | 6 – 12 | | \$ 11.91 | \$ 12.73 | \$ 12.16 |
| | 55% | 12 – 24 | | 13.10 | 14.00 | 13.37 |
| Appr. Start | 60% | 24 – 30 | 0 – 6 | 14.29 | 15.28 | 14.59 |
| | 65% | 30 – 36 | 6 – 12 | 15.48 | 16.55 | 15.80 |
| | 70% | 36 – 42 | 12 – 18 | 16.67 | 17.82 | 17.02 |
| | 75% | 42 – 48 | 18 – 24 | 17.86 | 19.10 | 18.23 |
| | 80% | 48 – 54 | 24 – 30 | 19.05 | 20.37 | 19.45 |
| | 85% | 54 – 60 | 30 – 36 | 20.24 | 21.64 | 20.66 |
| | 90% | 60 – 66 | 36 – 42 | 21.43 | 22.91 | 21.88 |
| | 95% | 66 – 72 | 42 – 48 | 22.62 | 24.19 | 23.09 |
| Journeyman Rate | | | | \$ 23.81 | \$ 25.46 | \$ 24.31 |

**SECTION 13.6 SCHEDULE OF APPRENTICE & PRE-APPRENTICE WAGE RATES
EFFECTIVE MAY 30, 2004**

| | % | Pre-Appr. Months | Appr. Months | Carpenters | Millwrights | Piledriver |
|-----------------------|-----|---------------------|-----------------|------------|-------------|------------|
| Pre-Appr. Start | 50% | 6 - 12 | | \$ 12.21 | \$ 13.03 | \$ 12.46 |
| | 55% | 12 - 24 | | 13.43 | 14.33 | 13.70 |
| Appr. Start | 60% | 24 - 30 | 0 - 6 | 14.65 | 15.64 | 14.95 |
| | 65% | 30 - 36 | 6 - 12 | 15.87 | 16.94 | 16.19 |
| | 70% | 36 - 42 | 12 - 18 | 17.09 | 18.24 | 17.44 |
| | 75% | 42 - 48 | 18 - 24 | 18.31 | 19.55 | 18.68 |
| | 80% | 48 - 54 | 24 - 30 | 19.53 | 20.85 | 19.93 |
| | 85% | 54 - 60 | 30 - 36 | 20.75 | 22.15 | 21.17 |
| | 90% | 60 - 66 | 36 - 42 | 21.97 | 23.45 | 22.42 |
| | 95% | 66 - 72 | 42 - 48 | 23.19 | 24.76 | 23.66 |
| Journeyman Rate | | | | \$ 24.41 | \$ 26.06 | \$ 24.91 |

**SECTION 13.6 SCHEDULE OF APPRENTICE & PRE-APPRENTICE WAGE RATES
EFFECTIVE MAY 29, 2005**

| | % | Pre-Appr. Months | Appr. Months | Carpenters | Millwrights | Piledriver |
|-----------------------|-----|---------------------|-----------------|------------|-------------|------------|
| Pre-Appr. Start | 50% | 6 - 12 | | \$ | | |
| | 55% | 12 - 24 | | | | |
| Appr. Start | 60% | 24 - 30 | 0 - 6 | | | |
| | 65% | 30 - 36 | 6 - 12 | | | |
| | 70% | 36 - 42 | 12 - 18 | | | |
| | 75% | 42 - 48 | 18 - 24 | | | |
| | 80% | 48 - 54 | 24 - 30 | | | |
| | 85% | 54 - 60 | 30 - 36 | | | |
| | 90% | 60 - 66 | 36 - 42 | | | |
| | 95% | 66 - 72 | 42 - 48 | | | |
| Journeyman Rate | | | | \$ TO | BE | DETERMINED |

**SECTION 13.6 SCHEDULE OF APPRENTICE & PRE-APPRENTICE WAGE RATES
EFFECTIVE MAY 28, 2006**

| | % | Pre-Appr. Months | Appr. Months | Carpenters | Millwrights | Piledriver |
|-----------------------|-----|---------------------|-----------------|------------|-------------|------------|
| Pre-Appr. Start | 50% | 6 – 12 | | \$ | | |
| | 55% | 12 – 24 | | | | |
| Appr. Start | 60% | 24 – 30 | 0 – 6 | | | |
| | 65% | 30 – 36 | 6 – 12 | | | |
| | 70% | 36 – 42 | 12 – 18 | | | |
| | 75% | 42 – 48 | 18 – 24 | | | |
| | 80% | 48 – 54 | 24 – 30 | | | |
| | 85% | 54 – 60 | 30 – 36 | | | |
| | 90% | 60 – 66 | 36 – 42 | | | |
| | 95% | 66 – 72 | 42 – 48 | | | |
| Journeyman Rate | | | | \$ TO | BE | DETERMINED |

**SECTION 13.6 SCHEDULE OF APPRENTICE & PRE-APPRENTICE WAGE RATES
EFFECTIVE MAY 27, 2007**

| | | | | | | |
|-----------------------|-----|---------|---------|-------|----|------------|
| Pre-Appr. Start | 50% | 6 – 12 | | \$ | | |
| | 55% | 12 – 24 | | | | |
| Appr. Start | 60% | 24 – 30 | 0 – 6 | | | |
| | 65% | 30 – 36 | 6 – 12 | | | |
| | 70% | 36 – 42 | 12 – 18 | | | |
| | 75% | 42 – 48 | 18 – 24 | | | |
| | 80% | 48 – 54 | 24 – 30 | | | |
| | 85% | 54 – 60 | 30 – 36 | | | |
| | 90% | 60 – 66 | 36 – 42 | | | |
| | 95% | 66 – 72 | 42 – 48 | | | |
| Journeyman Rate | | | | \$ TO | BE | DETERMINED |

Apprentices start at the 60% rate of the above wage chart and pre-apprentices at the 50% rate.

Apprentice progression schedule is based on eight (8) levels of not less than 780 hours worked per each six (6) month period and day school hours to total 6,240 hours in four (4) years.

PRE-APPRENTICESHIP OPTIONS:

- 1) Any time before or at the end of two (2) years, the pre-apprentice may enter the four (4) year apprenticeship program.
- 2) If the pre-apprentice does not enter the apprenticeship program, he/she may advance according to the wage chart and can be frozen when the eighty percent (80%) wage rate is reached.
- 3) The above established pre-apprenticeship and apprenticeship percentages are calculated on the journeyman normal hourly rate with the same fringe benefit contributions and deductions as for a journeyman.

**ARTICLE XIV
JURISDICTION AND JURISDICTIONAL DISPUTES**

Section 14.1 Jurisdiction. This Agreement shall cover all job classifications provided for herein and all work performed in the Scope of Work provided for in Exhibit E to this Agreement.

Section 14.2 Dual Assignment. It is the Employer's obligation to assign the work described in this Agreement, or the Exhibit B attached hereto, to the members of the bargaining unit. For a claim of improper assignment to merit consideration of pay for members of the claiming craft, the claim of improper assignment must be made within seven (7) days after commencement of the claimed item of work. In such cases, the Employer will continue with his original assignment until the two (2) Business Agents of the claiming Unions or the International Representatives of the claiming Unions resolve the jurisdictional dispute. The Employer will not be liable for any back wages if, upon written notification of the decision of the Business Agent or the International Representative, he makes the assignment in accordance with their decision. Back wages, if assessed for non-compliance with the final decision of the Business Agents and/or International Representatives shall begin from the date of receipt of written notice.

Section 14.3 Jurisdictional Disputes.

- (a) In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work called by the Union while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled or resolved. A jurisdictional dispute is defined as a dispute between unions over the assignment of work and in which the Employer has an interest.
- (b) It is further agreed that the local representatives of the Local Unions involved shall make every effort to settle or resolve the jurisdictional dispute. If these local representatives of the Local Unions fail to settle or resolve the jurisdictional dispute within five (5) days after the dispute is referred to them, then it is further agreed that the proper representative of the International Union of the Local Unions involved shall be informed of the jurisdictional dispute.

**ARTICLE XV
PICKET LINES / NO STRIKE / NO LOCKOUT**

Section 15.1

Any and all pickets and strikes will be governed by all Federal laws.

The Contractor agrees that during the term of this Agreement, the Employer will not lock out members of the bargaining unit.

During the term of this Agreement, the Union agrees not to strike.

**ARTICLE XVI
SEPARABILITY AND INDEMNIFICATION**

Section 16.1 Separability. 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 be in violation of any such laws, nevertheless the remainder of the 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 portion of this Agreement. 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, then the contract shall be reopened for the purpose of renegotiating the subject matter covered by such provisions, but only for such purposes.

Section 16.2 Indemnification. The Union hereby agrees to protect, defend, indemnify, and hold harmless any Contractor who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by any person or governmental agency that may arise out of or by reason of action taken by any Contractor in agreeing to and complying with either the Working Dues Deduction provisions of this Agreement (Article II) or the Union Referral provisions of this Agreement (Article IV) or by reason of the Union's establishment, maintenance, and/or operation of the Union Referral system of referral of applicants for employment.

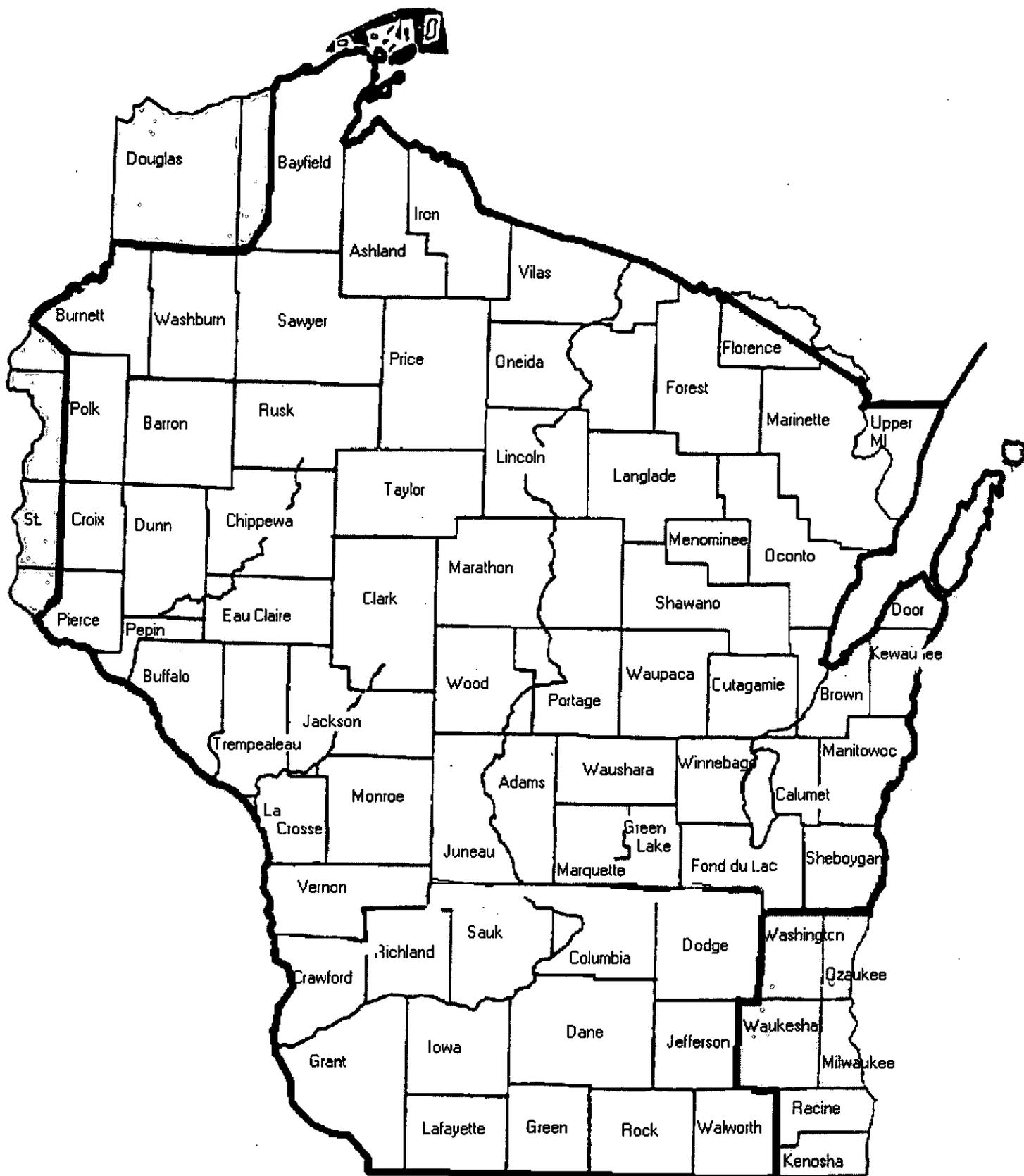
IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th day of May, 2002.

Northern Wisconsin Regional Council of Carpenters

s/ _____
James E. Moore, Executive Secretary-Treasurer

Associated General Contractors of Wisconsin, Inc.

s/ _____
Phillip J. Martini, CR Meyer & Sons Company



JURISDICTION

The Northern Wisconsin Regional Council of Carpenters Jurisdiction includes the following Counties:

| | | |
|-------------------|--------------------|--------------------|
| ADAMS | GREEN LAKE | POLK – (Part) |
| ASHLAND | IOWA | PORTAGE |
| BARRON | IRON | PRICE |
| BAYFIELD – (Part) | JACKSON | RICHLAND |
| BROWN | JEFFERSON * | ROCK |
| BUFFALO | JUNEAU | RUSK |
| BURNETT – (Part) | KEWAUNEE | SAUK |
| CALUMET | LA CROSSE | SAWYER |
| CHIPPEWA | LA FAYETTE | SHAWANO |
| CLARK | LANGLADE | SHEBOYGAN |
| COLUMBIA | LINCOLN | ST. CROIX – (Part) |
| CRAWFORD | MANITOWOC | TAYLOR |
| DANE | MARATHON | TREMPEALEAU |
| DODGE * | MARINETTE – (Part) | VERNON |
| DOOR | MARQUETTE | VILAS |
| DUNN | MENOMINEE | WALWORTH * |
| EAU CLAIRE | MONROE | WASHBURN |
| FLORENCE – (Part) | OCONTO | WAUPACA |
| FOND DU LAC | ONEIDA | WAUSHARA |
| FOREST | OUTAGAMIE | WINNEBAGO |
| GRANT | PEPIN | WOOD |
| GREEN | PIERCE – (Part) | |

* Does not include Piledriver, Millwright, Floor Coverer, and Insulator in Dodge, Jefferson, and Walworth Counties signatory contracts prior to May 23, 2002.

All in the State of Wisconsin and that area of Menominee County, Michigan south of the line approved by the General Office described as follows:

- 1) The jurisdictional area of Upper Michigan shall include that part of Wisconsin of Northern Florence and Marinette Counties north of a straight line from the Wisconsin / Michigan border where highways W 139 and M 189 cross the Brule River to a point straight in line with Nathan, Michigan in Menominee County stopping at the point crossing the Menominee River.
- 2) The jurisdictional area of the Northern Wisconsin Regional Council of Carpenters shall include that part of Michigan of southern Menominee County south of County K at Amberg, Wisconsin starting on the west at the Menominee River and ending on the east at the bay of Green Bay.
- 3) The following western areas in Wisconsin will not be covered by this agreement: That area is west of a line starting at Highway 70 to Grantsburg, Wisconsin, then Highway 87 to the intersection of Highway 48, then Highway 48 to the intersection of Highway 35, then Highway 35 to the intersection of Highway 8, then U.S. Highway 8 to the intersection of Highway 65, then Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings, Minnesota.
- 4) Also excluded is: Douglas County and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbster and the Lake Superior shore, including the cities of Drummond and Herbster.

EXHIBIT B

TRADE AUTONOMY

A. The Trade Autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erection, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing, and dismantling of machinery, equipment and all materials used by members of the United Brotherhood.

B. Our claim of jurisdiction, therefore, includes but is not limited to the following divisions and subdivisions of the trade:

Carpenters and Joiners; Millwrights; Piledrivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timber Workers and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Mill and Factory Workers; Wood and Resilient Floor Layers, and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters and Car Builders, Show, Display and Exhibition Workers; and Lathers, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions and the handling, erecting and installing material on any of the above divisions or subdivisions, burning, welding, and rigging and the use of any instrument or tool for layout work incidental to the trade, the erection and placement of all materials used in lathing procedures, and all work with and on robotics, included but not limited to, rigging, handling, installing, maintaining, programming, and use of all stationary and/or portable robots. When the term "carpenter(s)" or "carpenter(s) and joiner(s)" are used, it shall mean all the divisions and subdivisions of the trade.

C. It is hereby agreed that the words "...instrument or tool for the layout work, incidental to the trade", are not intended to assign exclusive jurisdiction over such instrument or tool to bargaining unit members.

EXHIBIT C

DRUG / ALCOHOL TESTING

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 Wisconsin, Inc., and the Northern Wisconsin Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America ("Union"). The term "Contractor" or "Company" when used herein refers to the construction industry Contractors who are members of the Associated General Contractors of Wisconsin, Inc. 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 2002 – 2008 Commercial Carpenters' Labor Agreement ("Agreement").

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 the following: narcotics, illegal or unauthorized drugs (including marijuana). Employees must not report to work impaired by any drug, intoxicant, or narcotic. 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. The Contractor prohibits the use, possession, distribution of alcoholic beverages, or the presence of personnel impaired by such beverages on its premises or work site. The only exception to this policy is

the possession of unopened and sealed alcoholic beverages, which are permitted, in personal vehicles and on Company property.

3. The Contractor reserves the right to have authorized personnel conduct any additional substance testing mandated by law.
4. At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing or distributing any illegal substance as described in item one (1) of this Section, 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 (5) days of such conviction.
6. Where a contracting agent requires testing of Contractor employees other than as is provided for in this policy, the project owner, the Union, and the Contractor shall meet to find a mutually satisfactory solution for the particular project.
7. No employee will be required to release information about the use of prescribed medication to the Employer in advance of, or in concurrence with, taking a drug test. This shall not preclude a Medical Review Officer from requesting such information from an employee in the course of verifying the employee's positive drug test. The Employer may not use a urine specimen collected for drug screening purpose for any other purpose.
8. Legally prescribed drugs may be permitted on Company premises or worksites provided the drugs are contained in the original prescription container and are prescribed by a licensed physician for the current use of the person in possession of the drug. The Contractor retains the right to request a letter from the employee's physician explaining the effects any prescribed drugs may have on the ability of the employee to perform assigned duties.
9. The term "employee" used herein shall be defined as: A person who was a former employee considered for rehire at a later date; or a person who was never employed by the Employer and is being considered for employment.
10. The Employer will use collection and analysis procedures, which are consistent with the DWHS Mandatory Guidelines for Federal Workplace Drug Test Programs (June 9, 1996 or as amended). This also includes the use of DWHS certified testing laboratories for analysis and the use of a Medical Review Officer to verify confirmed positive test results.

B. Pre-Employment Screening

Only where pre-employment testing for drug or alcohol abuse is required by law, applicants must consent to such testing. Successful passing of such test will be required before applicants will be eligible for employment.

C. Post-Employment Screening

1. (a) Any employee that reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by the use of drugs as defined in this Section, will be subject to discipline up to and including suspension and be required to undergo a 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 impaired by a controlled substance, (slurred speech, inappropriate behavior, decreased motor skills, etc).

(b) A Contractor may also require testing where an employee 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 damage to property and for which the cause of the accident is not readily explainable.

(c) Any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by alcohol will be required to undergo a test for blood alcohol content. If the test is positive, the employee shall be subject to discipline up to and including suspension. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. "Reasonable suspicion" is defined for purposes of this sub-section as in sub-section 1(a) above.

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

3. (a) All positive tests for controlled substances will be confirmed with a second reliable testing method. Initial testing will be of the immunoassay type, with all confirmation testing being by gas chromatography/mass spectrometry. The testing lab will be certified for Federal Workplace Drug Testing Programs. Chemicals to be tested for are marijuana, cocaine, opiate, phencyclidine, and amphetamines. Limits for each of the substances will be according to the appropriate Federal, State and DOT regulations as they are updated periodically.

(b) The Employer and the Union will select by mutual agreement a reputable laboratory to perform actual testing. The testing agency must be certified by the State or Federal government health authorities as a medical laboratory and must meet the regional requirements for forensic standards; testing must be performed by a certified toxicologist on equipment exclusively dedicated to testing. 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".

(c) Upon notification of a positive drug screen, the employee will be informed of his/her right to have the same sample (or, if applicable, spit sample) re-tested at another certified laboratory at his or her expense. The employee will have seventy-two (72) hours from the time of notification to exercise this option. If the results are negative, the Employer will reimburse the employee for the cost of the test and will make the employee whole for any lost work time or other imposed consequences the initial positive result. If the test result is positive, at any detectable level of drug or drug metabolite, the consequences of the initial test will prevail. 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 methodology employed is substantially identical and equivalent to the methodology authorized in this article.

(d) Testing for blood-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 indicates a negative result, 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 a controlled substance or a positive-test for blood-alcohol content, the employee will be referred to participate in the Employee Assistance Program of the Wisconsin Carpenters' Health Fund. Strict adherence to the guidelines and recommendations medically recommended from that program will, for a first violation, avoid severe discipline or termination except where the employee was impaired at the time he was involved in an accident involving a serious injury, or substantial damage to property, or where the employee was involved in theft and conviction of property from the Contractor or a Contractor's customer.
6. If an employee who tested positive for substance abuse enters any required recommended aftercare program, a negative test within thirty (30) days will make the employee eligible for immediate reinstatement provided the Employer has work available and the employee continues and successfully completes the required or recommended aftercare program.
7. If an employee refuses to be tested for substance abuse, he will remain on the suspension for a maximum of thirty (30) days. A negative test in this thirty (30) days will make the employee eligible for reinstatement providing he or she continues and successfully completes any required or recommended aftercare program. Continued refusal to submit to drug screening after the thirty (30) day period, if recommended by an E.A.P. counselor, will subject the employee to severe disciplinary action up to and including termination.

III COUNSELING OR TREATMENT

- A. Associated General Contractors of Wisconsin, Inc. and the Union shall develop and maintain a list of appropriate alcohol and 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 consultation 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 as 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 the test, the applicant or employee must be given an opportunity to sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits I and II to this policy. The drug test will consist of a urinalysis drug screen and, if a drug screen is positive, a follow-up confirmatory test as per Post-Employment Test item 3. 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 employer, employee, authorized union agent, or the testing lab.

- 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 re-test the original sample at his expense. If the re-test is negative, the Contractor shall reimburse the employee for the cost of the re-test.

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.

V MISCELLANEOUS PROVISIONS

- A. Contracting agencies may require certain Contractors to establish and maintain written drug awareness programs with certain minimum provisions. In the event that a Contractor becomes obligated to comply with such a program, the Contractor may do so only pursuant to the terms herein.
- B. An appropriate notice to employees concerning the existence of this program, the treatment, and counseling available as well as the penalties described above shall be communicated to employees under the Agreement.
- C. Neither the Associated General Contractors of Wisconsin, Inc., nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

VI CONCLUSION

This program and policy statement is 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.

**SUBSTANCE ABUSE
EXHIBIT I**

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.

DATE

SIGNED

**SUBSTANCE ABUSE
EXHIBIT II**

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.

DATE

SIGNED

EXHIBIT D

CONSTRUCTION LABOR MANAGEMENT COUNCILS

Section 1. The parties agree to participate in various Labor Management Councils which may be established within the geographic jurisdictions and of this Agreement which are established under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C., paragraph 175(a), and Section 302(c)(9) of the Taft-Hartley Act, 29 U.S.C., paragraph 186 (c)(9). The permissible purposes of these committees include the following:

- (a) To improve communication between representatives of labor and management, and engender cooperative and harmonious relations between labor and management in the construction industry;
- (b) To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) To provide a forum for open and honest discussion of problems confronting employees and Employers in the construction industry;
- (d) To study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
- (e) To enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of worklife for employees in the construction industry;
- (f) To expand and improve working relationships between workers and managers;
- (g) To avoid disputes between labor and management before they arise, and to assist in promptly and fairly resolving disputes when they do arise;
- (h) To promote the use of safe, efficient, high quality construction services in development, maintenance, and rehabilitation of industrial and commercial facilities;
- (i) To seek to maintain a productive dialogue with users of construction services;
- (j) To foster the development of craft skills and high quality training in the construction industry;
- (k) To foster improvements in occupational safety and health and other working conditions in the construction industry; and
- (l) To engage in any other lawful activities incidental or related to the accomplishment of these purposes.

Section 2.

- (a) The Committee shall function in accordance with, and as provided in, the governing documents of the committee and subsequent amendments thereto.
- (b) The Employer(s) party to this Collective Bargaining Agreement will contribute an amount mutually agreed on a monthly basis to the various Labor Management Councils when working within the designated geographic jurisdiction. The monies of each committee shall be at all times segregated from

other Union or Employer assets, and shall not be used or controlled by the Unions or Employer(s) party to this Agreement, but shall be administered solely by the various committees and their duly authorized representative for the purposes permitted. Representatives of the Unions and Employer(s) party to this Agreement may serve on the various committees.

- (1) The Employer(s) shall implement good management practices and cost effective modifications of its operations and the Union shall take the steps necessary to foster such changes in accordance with the general goals and concepts developed by the committee to increase competition in the industry.
- (2) Each committee shall have the authority to consider complaints filed under this section by construction user and/or by signatory Unions or Employers and make finds in compliance with this Agreement.

EXHIBIT E

CARPENTER WORK RECOGNITION AND JURISDICTIONAL CLAIMS SCOPE OF WORK

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:

- A. The framing, erecting and prefabrication of roofs, roof trusses, partitions, floors, and other parts of buildings of wood or other substitutes. The building and setting of all concrete forms and decking, and the dismantling of same when they are to be reused anywhere. If made of wood, 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. If made of wood, the setting of all bulkheads, 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.
- B. The handling of materials from the point of distributive stockpile. The handling of all fixtures from the delivery truck.
- C. The building and moving of all scaffolding, runways and staying where carpenters' tools are used, the building from the ground up of all scaffolds over fourteen feet (14') in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood.
- D. Any tarps or plastic material used for the construction of temporary windbreak and weather protection, but not including coverings for concrete slabs and building materials is the work of the carpenter.
- E. 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.
- F. The installation of all interior and exterior trim or finish of wood, 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 castings, moldings, chair rails, wainscoting, china closets, base or mop boards, wardrobes, metal partitions as per national decisions or specific agreements, etc. The complete laying out, fabrication and forming of concrete stairs, and erecting of wood stairs. The installation of all fixtures, cabinets, shelving, racks, louvers, miscellaneous accessories made of wood. 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. If the contractor manufactures or fabricates the installation of all screens, storm sashes, storm doors and garage doors, the installation of all weather stripping, inside and outside blinds, the installation of wood, plastic or metal awnings, wooden door shelters, jalousies, optical tooling and plastic welding.
- G. 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.
- H. The building of all barricades and enclosures including, but not limited to, containment units.

- I. 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.
- J. The installation of chalk boards as per national decisions and local agreements.
- K. The intermittent operation of all winches and forklifts used to raise wooden structures, not to exceed four (4) hours per day.
- L. The erection of vertical and horizontal siding.
- M. 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 journeyman carpenters and apprentices:

All carrying bars, wooden 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, Tucson 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.

- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. The work of the fabrication of all materials on a job shall be assigned to journeyman carpenters and apprentices.
- S. Carpenters shall use or operate any tools or equipment of the trade necessary to perform the above stated work.

EXHIBIT E

FLOOR COVERER WORK RECOGNITION AND JURISDICTIONAL CLAIMS SCOPE OF WORK

Work historically covered by this Agreement and normally performed by Journeyperson and Apprentice Floor Coverers over which the Employer has control including but not limited to the following: All work consisting of cutting, fitting, taking up and laying of new and old carpets, carpet matting, linoleum, cork, linen crash, linoleum and rubber on walls, sink tops, floors and ceiling, all resilient tile or cork, rubber, linoleum, mastic, asphalt or other composition tiles for floors, walls or ceilings; hand and track sewing, drilling of holes for sockets and pins, waxing of linoleum, rubber and all other above-mentioned floor, floor coverings, including metal edging on steps and openings for the protection of linoleum and other floor coverings, the priming of concrete, the spreading of all adhesives and other necessary coverings; taking up and laying of new and old wood floors, including strip and parquet flooring; the work necessary in the total installation and operation of mechanical tools required in the application of artificial turf, energy absorbing pad, and related work operations.

EXHIBIT E

MILLWRIGHT WORK RECOGNITION AND JURISDICTONAL CLAIMS SCOPE OF WORK

The term "Millwright" shall mean dismantling, erecting, assembling, aligning and adjusting of all machinery used in the transmission of power in buildings, factories or elsewhere, be that power steam, electric, gas, gasoline, water or air. The setting of all classes of engines, motors, dynamos, generators, air compressors, putting on all pulleys, sheaves and fly wheels on same, making and setting of all templates for all machinery requiring foundation and bolt. Stone crushing and gravel washing plants, crushers, screens revolving and eccentric rolls, heat-treating furnaces, pan conveyors, ship hoists, conveyors, belts or screw, whether boxes be steel, iron or wood, etc. The assembling of all travelers or cranes for handling machinery or its products where no rivets are used in assembling same. Framing and setting of all bridge trees either wood or steel where they are no part of building or structure, all foundations, beams, skid or timbers used for the reception of machinery, drilling, welding or cutting, burning all necessary holes for same, whether foundation be wood, stone, concrete or other material. All holes for bearing and machinery to be drilled by Millwrights whether ratchet or power drills are to be used. All grain handling appliances, cleaners, chippers, needle machines, car pullers, grain shovels, the manufacture and erection of all wood legs, spouts and conveyor boxes and the erection of all steel, cast iron legs, heads or boots and conveyor boxes, framing and erecting of all marine legs and ship shovels, spiral chutes, framing of all scales timber and wood hoppers, cooling towers, setting of all scales, track hopper or automatic, all boat tanks or receiving hoppers, garners and devices used for elevator legs, when not of electrical appliance, all dust collectors and necessary splicing and gluing of same, all pulleys, bleaching devices of all kinds, all bin valves, turn heads and indicators, all necessary shafting, bearings and supports, all drives, rope, belt, chain or raw-hide, all splicing, gluing and lacing of same, all pulleys, cables, sprockets and gearing, babbiting of all bearings and cutting of keyways (except what is done in machine shop) in new or old work done on the job, amusement devices of all kinds, all fans, and pumps, either steam or centrifugal, all dryers, and necessary appliances for same, all barrel and package devices, either elevator or conveying, all press, hydraulic or other power, filing all gears on the job, erecting all concrete mixers and temporary appliances used in the construction of buildings. All direct and connected washing and bottle machines, machinery of any power, installing machinery in all classes of plants, factories and mills, where shafting and machinery are used, manufacturing and transmitting power, all coal handling machinery and drives, crushers, convoys, drags whether the frames be steel or wood with all necessary framing and drilling, making all wood boxes and guides. All patented stokers and automatic heating devices, ash handling machinery, either elevating or conveying. All staging needed in the erection of machinery, cutting and patching of floors, walls and partitions necessary for the erection of machinery spouting or belts, and all other work for which Millwright Erectors' tools are used. Finally, all work pertaining to machinery used for manufacturing purposes, which in the evolution of time and this craft will come under this jurisdictional claim. The provisions of this Section shall not prevent the Union from making claims for other work.

EXHIBIT E

PILEDRIWER WORK RECOGNITION AND JURISDICTION CLAIM SCOPE OF WORK

All work consisting of all Carpenters, Piledrivers and Submarine Divers and tender work on dock, pier and wharf building. All cofferdam work and any/all pile driving, including steel, wood and concrete. The setting, driving, bracing and anchoring of all steel sheet piling, concrete sheet piling and all wood sheet piling. The handling of all hydraulic jacks when used in the driving of all piling. The building and repairing of all wooden bridges, wharfs, docks and piers, including from floating equipment. The boring, bolting, rodding and anchoring of all docks. The cutting of all piles, building of cribs and placing of same, and making of all wood sheet piling. The pointing and heading of all wood piles, the pulling of all piling of any type, including wood sheet piling and all steel sheet piling. The handling on the job of all materials used in the construction of same. The placing and sinking of all caissons, including hand labor on stone filling and the handling of rip rap. All basic foundation supports augured in place piling, drilled caissons, and cast in place piling. It shall further include the placing of reinforcing and concrete as required to complete the piling or caissons. The placing and removal of all casings, permanent or temporary as required to install piling or caissons. The handling and placing of all pipelines when marine equipment is used. The manning and handling of all floating equipment, except towing equipment engaged in the above operations. The placing and manning of all pile testing equipment except those engineering instruments for measuring reactions. The Employer hereby agrees to assign all work described in this Section to workmen represented by the Union with the exception of that work otherwise specified within this Agreement. The provisions of this Section shall not prevent the Union from making claims for other work.

MEMORANDUM OF AGREEMENT

This Master Carpenters Building Agreement made and entered into by and between _____
(Name of Contractor)
its successors and assign, hereinafter referred to as the "Contractor", First Party, and the Northern Wisconsin Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the "Union", Second Party.

THIS AGREEMENT is made in consideration of the mutual promises of the First and Second Party and the parties do hereby agree as follows:

1. The Contractor recognizes the Union as the sole and exclusive bargaining representative for and on behalf of the employees of the Contractor within the territorial and occupational jurisdiction of the Union, as specified in this Agreement. The term "employees", as used in the Contract included all persons who perform the work of carpenters as journeypersons, apprentices, pre-apprentices and others who are in the process of learning the work of a carpenter.
2. The Union has claimed and the Employer is satisfied and acknowledges that the Union represents a majority of the Employer's employees in the bargaining unit covered by this Labor Agreement. The Employer hereby recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees who perform work within such collective bargaining unit for all present and future jobsites within the geographical jurisdiction covered by this Agreement.
3. The parties hereby adopt the Master Agreement dated May 26, 2002 to May 31, 2008 entered into by and between the Associated General Contractors of Wisconsin, Inc., and the Union, and the parties do hereby mutually agree to be bound by the terms and conditions of that Master Agreement and the Agreement and Declarations of Trusts of all Funds listed in the Master Agreement.
4. This Agreement and the adoption of the Master Agreement and the Agreements and Declarations of Trusts referred to in Paragraph 3 above, shall be effective as of _____, and remain in effect to and including the expiration date of the Master Agreement adopted herein. This Memorandum of Agreement shall continue in effect thereafter and the parties agree to adopt any Master Agreement entered into between the Union, and the Associated General Contractors of Wisconsin, Inc., its successors and assigns, subsequent to the expiration date of the Master Agreement herein adopted unless notice of termination or amendment is given in the manner provided herein.
5. In the event of an area strike over negotiations of the Master Agreement, it will not be considered a violation of this Agreement for the Contractor to stop work or for the Union to stop the work for the duration of the strike.
6. Either party desiring to amend or terminate this Memorandum of Agreement must notify the other party in writing at least ninety (90) days prior to the expiration of the Master Agreement adopted herein.

The parties agree that they will honor all of the collective bargaining obligations established herein for the term of this Agreement and will enter into good faith negotiations for a successor Agreement at the appropriate time.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this _____ day of _____, _____.

NORTHERN WISCONSIN
REGIONAL COUNCIL OF CARPENTERS

Regional Council Name

BY

Signature of Business Representative

PRINT Name of Business Representative

N2216 Bodde Rd

Address of Union

Kaukauna WI 54130

City / State / Zip Code

920-996-2300

Telephone Number

920-996-2307

Fax Number

Print Name of Contractor

BY

Signature of Contractor Representative

PRINT Name of Contractor Representative

Address of Contractor

City / State / Zip Code

Telephone Number

Fax Number

Worker's Compensation Number

Unemployment Compensation Number

Bonding Company

Bonding Number

Master Agreement 2002 – 2008

Northern Wisconsin Regional Council of Carpenters
of the United Brotherhood of Carpenters & Joiners of America
And
Associated General Contractors of Wisconsin, Inc.

VOLUNTARY RECOGNITION AGREEMENT

This Agreement for voluntary recognition is made and entered into this _____ day of _____, _____, by and between _____ (hereinafter referred to as the "Employer") and the Northern Wisconsin Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (herein referred to as the "Union").

The Union has claimed and demonstrated and the Employer is satisfied and acknowledges that the Union represents a majority of the Employers' employees in an appropriate bargaining unit for purposes of collective bargaining.

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 geographical jurisdiction.

Northern Wisconsin
Regional Council Of Carpenters
of the
United Brotherhood of Carpenters
and Joiners of America

Union

N2216 Bodde Rd
Address of Union

Kaukauna WI 54130
City / State / Zip Code

BY

Signature of Business Representative

PRINT Name of Business Representative

Title

Print Name of Contractor

Address of Contractor

City / State / Zip Code

BY

Signature of Contractor Representative

PRINT Name of Contractor Representative

Title