

AGREEMENT

BETWEEN

**NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS
OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA**

AND

ALLIED CONSTRUCTION EMPLOYERS' ASSOCIATION, INC.

AND

WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL

AND

MICHELS FOUNDATION, A DIVISION OF MICHELS CORPORATION



**COVERING PILEDRIVER WORK PERFORMED IN THE WISCONSIN COUNTIES OF KENOSHA, MILWAUKEE,
OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA**

2020– 2023

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2020-2023 PILE DRIVERS AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of June, 2020 by and between the ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION (ACEA), WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL (WTEC), MICHELS FOUNDATIONS A Division of MICHELS CORPORATION, hereinafter referred to as the "Association," and NORTH CENTRAL STATES REGIONAL COUNCIL of the UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, hereinafter referred to as the "Union".

Use of gender, grammar and syntax as used in this Agreement - the terms "he", "his", or similar masculine pronouns, shall be construed to include feminine alternatives of such pronouns.

GEOGRAPHICAL JURISDICTION

For the purpose of this Agreement the geographical jurisdiction for the Commercial Pile Drivers Employers shall be Milwaukee, Waukesha, Washington, Ozaukee, Racine and Kenosha Counties.

WITNESSETH

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

ARTICLE 1 – RECOGNITION AND JURISDICTIONAL CLAIMS

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all workmen performing bargaining unit work historically covered by this Agreement and covered by the occupational and geographical jurisdiction of the Union. The coverage of this Agreement shall be all bargaining unit work historically covered by this Agreement and normally performed by Pile Driver Men over which the Employer has control including but not limited to the following: All work consisting of all Carpenters, Pile Driver and submarine diver and tender work on dock, pier and wharf building. All cofferdam work and any and 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 all concrete, reinforcing and structural steel work when such work is performed from floating equipment. The boring, bolting, rodding and anchoring of all docks. The cutting off 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 augered 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 pipe line 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.

1. The parties acknowledge that it is in both the Union and the Employers' interest to maintain the same terms and conditions of employment among contractors performing millwright work in the six county jurisdiction. Accordingly, upon request by the Association, the Union will submit copies of any contract to which it is a party covering the six county area.
 2. Power driven equipment consisting of the following: fork lifts, electric hoists, welding machines, hydraulic lifting devices, tow motors and other equipment historically used by the trade intermittently shall be considered a tool of the trade.
- B. This Collective Bargaining Agreement is a Section 8(F) Pre-hire Agreement under the National Labor Relations Act. Any individual Employer signatory to this Agreement may individually execute the Voluntary Recognition Agreement attached hereto with the Regional Council party to this Agreement, provided the Union has demonstrated it represents a majority of the Employer's employees. The Association, on behalf of its members, does not have the authority to extend Section 9(A) recognition to the Regional Council.

ARTICLE 2 – UNION SECURITY

- A. Union Shop. All present employees covered by this Agreement who are members of the Union on the effective date of this Section, shall remain members in good standing as a condition of continued employment. All present employees who are not members of the Union on the effective date of this Section, and all employees who are hired hereafter such effective date, shall, as a condition of continued employment, become and remain members of the Union, during the life of this Agreement, after the seventh (7th) calendar day after their employment by any Employer or Employers covered by this Agreement, or seven (7) days after the effective date of this Section, whichever is later. Such seven (7) day period after which an employee is to join the Union shall be computed from the first day such employee enters the employment of any Employer covered by this Agreement.
- B. Section 2(A) shall be enforceable only to the extent allowed under applicable state and federal law, and shall under no circumstances be interpreted or utilized for any purpose in violation of 2015 Wisconsin Act 1, subject to modification or repeal by legislative act and subject to any court decision rendering 2015 Wisconsin Act 1 ineffective, in whole or in part.
- C. The Employer agrees that in subletting work the sub-contractors to whom such work is let shall comply with this Agreement.
- D. All work done in the established yards of the Company and all work done outside the

operations covered in Article 1 of this Agreement, shall be handled and manned as the Employer decides.

- E. Should the Employer fail to comply with Section A, in its entirety, it shall become optional with the Union to furnish its members to said Employers.
- F. The provisions of Section A shall be deemed to take effect and be enforceable only after compliance with the Wisconsin Statutes.
- G. All members of the Union are at liberty to work for any Employer who is a party to this Agreement. All Employers are at liberty to employ any members of the Union without discrimination. The Employer may not discharge or discipline any employee for the purpose of evading this Agreement, or discriminating against Union members, however, an employee may be discharged for just cause.
- H. Union Referral.
 - 1. Notify the Union of opportunities for employment; and
 - 2. Give the Union the opportunity to refer qualified applicants for employment;
 - 3. If the Local Union is unable to fill the request of the Contractor for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays and Holidays excepted), the Contractor may employ workers from any source.
- I. Working Assessment.
 - 1. Upon the Union's receipt of an employee's written authorization, which shall be irrevocable for not more than one year or the term of this Agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, working assessment in the amount certified to the Employer by the Union as representative of that required of all members to maintain membership in the Union, and remit the same in an amount as specified under Appendix A to the Milwaukee Area Central Depository as specified under Article 8, Section C on a remittance form showing the names and amounts from whom the deductions were made in the amount required for the particular area where the work is performed. Such form shall also show the various fund contributions made by the Employer pursuant to this Agreement. The Union shall furnish the Employer with a copy of the employees written authorization. Failure of the Union to submit such authorization shall relieve the Employer of the obligation to deduct the working assessment. Such written authorization by an employee may be revoked by the employee during a ten (10) day period prior to the anniversary or termination date of this Agreement, whichever occurs first. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods during the term of this Agreement.
 - 2. **AUTHORIZATION.** The employee's written authorization shall require that the employee acknowledge that employment in the construction industry may cause the employee to be employed by several different employers signatory to this collective bargaining

agreement and that the authorization will extend to all employers for whom the employee may perform work under the terms and provisions of the collective bargaining agreement in force and effect as of the time of employment. It shall be the Union's obligation to provide each employer with a copy of each employee's current written authorization upon the establishment or re-establishment of an employment relationship.

3. **HOLD HARMLESS FOR WORKING ASSESSMENT.** The Union shall indemnify and save the contractor harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by it for the purpose of complying with the provisions of this Section.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

A. INSIDE HARBOR ENTRANCE

1. WORKDAY AND WORKWEEK.

- a. **HOURS OF WORK.** The work day shall consist of eight (8) consecutive hours between 6:00 A.M. and 5:00 P.M. as designated by the Employer, exclusive of a 30 minute lunch period to commence at the midpoint of the workday.
- b. **OPTIONAL FOUR TENS.** Upon mutual agreement of the Employer and a majority of employees per crew, per classification of work, the Workweek may consist of a four (4) day, forty (40) hour week, Monday through Friday, with ten (10) consecutive hours between 6:00 A.M. and 5:00 P.M., exclusive of a thirty (30) minute lunch period to commence at the midpoint of the workday. Overtime rates to be paid after ten (10) hours per day and forty (40) hours per week. It is agreed the optional four tens, forty hour work week cannot be invoked on Publicly Funded Prevailing Wage Work unless there is a modification to the laws governing Publicly Funded Prevailing Wage Work which would allow this to occur. It is further agreed that Friday may be considered a make-up day if the four, ten hour consecutive days is interrupted during the scheduled work week due to inclement weather.
- c. **TWO SHIFTS.** When two (2) shifts are employed, the first shift shall be eight (8) hours or ten (10) hours and shall start no earlier than 6:00 A.M.; the second shift shall be eight (8) hours or ten (10) hours and shall start no later than 6:00 P.M. The second shift shall receive One Dollar and Twenty Cents (\$1.20) per hour premium for all hours worked. Same One Dollar and Twenty Cents (\$1.20) to be paid on all overtime hours at time and one-half (1-1/2) the straight time rate, exclusive of a thirty (30) minute lunch period to commence at the midpoint of the shift. The lunch period may be adjusted by agreement between the employees on the job and the Employer or his Representative.
- d. **THREE SHIFTS.** When three shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) times the regular straight-time hourly

rate plus \$0.25. The third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate plus \$0.50. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representatives and shall not be considered as time worked.

- e. All time worked before and after the established shift, Monday through Friday, shall be paid at the rate of time and one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Sundays and/or holidays shall be paid at the rate of double time.
 - i. By mutual consent of the Company and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours or ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.
 - ii. The starting time on a given job shall be the same for all Pile Driver employees over which the Employer has control.
 - iii. Employees transferred from one jobsite to another during the course of the workday or workweek will not lose earnings because of a difference in starting time.
 - iv. It is understood that when Pile Drivers work overtime during the week or on Saturday under a composite crew arrangement and another craft employed by the undersigned Employer is receiving double the straight-time hourly wage rate, then in that event the Pile Drivers will also receive double the straight-time rate.

2. HOLIDAYS.

- a. (As designated by Federal Government Regulations) all work performed on New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day shall be paid at double time. No work shall be performed on Independence Day or Labor Day without a permit from the Regional Director of the Milwaukee Office of the North Central States Regional Council of Carpenters and given only to protect property and in which event double time must be paid for such work. For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday, and falling on a Saturday shall be observed on the preceding Friday.
- b. It is agreed that the intent of this section changes if a holiday falls on a Saturday. If the holiday falls on a Saturday it shall be observed on the preceding Friday without pay. If the said Friday is worked by the employee, the Friday shall be paid at straight time rate unless the Federal Government designates the Friday as the observed paid holiday and any employee working said Friday will be compensated at the holiday double time rate.

- c. If a holiday falls on a Sunday it shall be observed on the following Monday without pay. If the said Monday is worked by any employee, the Monday shall be paid at straight time rate unless the Federal Government designates the Monday as the observed paid holiday and any employee working said Monday will be compensated at the holiday double time rate.

B. LAKE WORK OUTSIDE HARBOR ENTRANCE

1. **DEFINITION.** The inside and outside harbor entrance dividing line shall be designated as either side of the point at which an imaginary line would fall if same were drawn between the pier H light bell and the South pier H light. Only work performed with floating equipment outside of the harbor entrance shall be considered lake work.
2. **WORKDAY AND WORKWEEK.** Eight (8) hours shall constitute a day's work, between the hours of 6:00 A.M. and 6:00 P.M. The workweek shall consist of five (5) days, Monday through Friday, inclusive.
3. **OVERTIME, SATURDAY AND SUNDAY WORK AND HOLIDAY WORK.**
 - a. **WEEKDAYS.** All work performed outside of the designated shift, Monday thru Friday, shall be paid at time and one-half (1-1/2) the straight-time hourly wage rate.
 - b. **SATURDAYS.** All work performed on Saturday shall be paid at time and one-half (1-1/2) the straight-time hourly wage rate.
 - c. **SUNDAYS.** All work performed on Sunday shall be paid at double the straight-time hourly wage rate, except it is understood that when there is a scheduled third shift operation of five (5) days or more, then the first day of the third shift can be scheduled from Midnight Sunday to 7:00 A.M. Monday at shift rates.

C. CALL-IN AND REPORTING PAY.

1. Employees shall report for work at their designated starting time and shall receive two (2) hours pay, unless notified before leaving their residence not to report to work. Employees shall be required to remain on the job to receive the two (2) hours reporting pay. Employees required to remain on the job longer than two (2) hours shall receive four (4) hours pay and shall be required to remain on the job to receive the four (4) hours pay.
2. Any employee who starts work shall be guaranteed four (4) hours pay for that day, unless weather conditions beyond the control of the Employer prevent the employees from working the said four (4) hours, however, under no circumstances will the employee receive less than two (2) hours pay for that day provided he remains on the job the said two (2) hours.
3. Section C (1) may be waived if a morning call-in system is in place and is utilized by a contractor's employees when weather conditions suggest work is not possible.

- D. **COFFEE BREAK.** There shall be a ten (10) minute coffee break at the site of the work, as near as possible to the middle of the first shift and under adverse weather conditions, the middle of the second half of the shift, to be scheduled by the Employer based on job conditions.

ARTICLE 4 – WAGES

- A. Wages, fringe benefit contributions and wage deductions are covered within the table below.

EFFECTIVE JUNE 1, 2020 THROUGH MAY 31, 2021

Classification	Percent (%)	Gross Wages	Deductions		Fringe Benefits								Total Package	
			Savings	Dues	Health	DB Pension	MULAR	Apprentice/ Education	UBC Fund	UBC MW/PT Fund	Industry Fund IAP/CA Fund	CBC		
Foreman	100%	\$38.19	\$0.00	-\$1.42	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$70.55	
Sheet Piling Loftsmen	100%	\$35.47	\$0.00	-\$1.42	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$67.83	
Loftsmen	100%	\$35.37	\$0.00	-\$1.42	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$67.73	
Piledriver	100%	\$34.72	\$0.00	-\$1.42	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$67.08	
Welder-Burner	100%	\$34.72	\$0.00	-\$1.42	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$67.08	
Apprentice Hours:														
Indentured on or before 5/31/2020		Indentured on or after 6/1/2020												
4681-6240	6001-7000	95%	\$32.98	\$0.00	-\$1.08	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$63.34
3901-4680	5001-6000	90%	\$31.25	\$0.00	-\$1.08	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$63.61
3121-3900	4001-5000	85%	\$29.51	\$0.00	-\$1.08	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$61.87
2341-3120	3001-4000	80%	\$27.78	\$0.00	-\$1.08	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$60.14
1561-2340	2001-3000	75%	\$26.04	\$0.00	-\$1.08	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$58.40
781-1560	1001-2000	70%	\$24.30	\$0.00	-\$1.08	\$10.89	\$12.89	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$56.66
0-780	0-1000	65%	\$22.57	\$0.00	-\$1.08	\$10.89	\$0.00	\$7.46	\$0.74	\$0.10	\$0.05	\$0.18	\$0.05	\$42.04

The Foreman’s hourly wage rate shall be ten percent (10%) per hour above the Pile Driver Man’s hourly wage rate. The Sheet Piling Loftsmen’s hourly wage rate shall be seventy-five cents (\$0.75) per hour above the Pile Driver Man’s hourly wage rate. The Loftsmen shall receive sixty-five cents (\$0.65) per hour above the Pile Driver Man’s hourly wage rate.

NEGOTIATED ANNUAL INCREASES

The union shall allocate negotiated annual increases prior to their effective date. Negotiated annual increases shall become effective on the first Monday following the effective date.

EFFECTIVE JUNE 1, 2021

\$2.00 per hour increase, allocations to be determined. The Union will mail an updated wage rate sheet to all contractors signatory to this agreement in the month of May. Increase goes into effect on Monday following June 1, 2021.

EFFECTIVE JUNE 1, 2022

\$1.95 per hour increase, allocations to be determined. The Union will mail an updated wage

rate sheet to all contractors signatory to this agreement in the month of May. Increase goes into effect on Monday following June 1, 2022.

The Dues Check Off amount of a dollar amount equal to 4% of employee's hourly straight time wages shall be reflected in this Article and will be payable by Employer as part of the overall wage package upon presentation of an appropriate authorization presented by the Union.

The geographical jurisdiction of this Labor Agreement covers the Counties of Milwaukee, Washington, Waukesha, Ozaukee, Kenosha, and Racine.

The Employer shall make contributions to the Employees' home funds when employing them outside the area, however, the Employer shall have obtained from the Carpenters' Local Union or Regional Council having geographical jurisdiction over the jobsite, a written agreement expressly relieving the Employer from any obligation to make payments to those respective fringe benefit funds otherwise payable under the Labor Agreement covering the work at the job site. The hourly wage rate the Employees shall receive will be the wage rate set forth in this Agreement, however, when working outside the area the employees shall receive either the wage rates established in this Agreement or established under the labor agreement covering the jurisdiction of the jobsite whichever is greater.

B. DIVER AND TENDER

1. **DEFINITION OF A DIVING DAY.** Eight (8) hours (or ten (10) hours when optional 4-10's are used) shall constitute a Diving Day, including dressing and undressing, regardless of how many times the Diver comes to the surface. All overtime worked before or after a designated shift shall be paid at the applicable overtime rate. Diving pay shall be paid on the following basis:

Hourly rate plus Five Dollars (\$5.00) per hour-- minimum of 3 hours

In addition to the amounts listed above, he shall be paid the applicable hourly wage rate per his classification for time worked outside of his Diving Duties.

2. Each employee shall be paid \$25 to \$100 per day for maintenance of his equipment if less than four (4) hours. If more than four (4) hours diving, each employee shall be paid \$50 to \$100 per day for maintenance of his equipment.

3. **TENDERS WAGE RATE.** All Diver Tenders shall receive the prevailing hourly wage rate for Pile Driver Man per his classification.

C. TRAVEL, MILEAGE AND SUBSISTENCE.

1. When a Pile Driver is required to work at a jobsite located outside the six county area and when he is required by the Employer to stay overnight, he shall be reimbursed for reasonable room and board. The employee shall submit expense receipts to the Employer. In any event, when he is required to travel outside the six county area using his own transportation he shall be paid the applicable I.R.S. mileage reimbursement.

2. Employees shall be paid at their straight-time hourly wage rate based on fifteen (15) minutes for each ten (10) miles of travel which travel occurs outside of the employees' designated shift from the same County Line as described in Travel, Mileage and Subsistence above, to the job site and return for which no fringe benefit contributions will be required. It shall be paid for the first day only of each continuous period of employment in said Travel, Mileage and Subsistence area. All Travel and Subsistence Allowances and Travel Pay shall be paid weekly by separate check, or shall be clearly indicated on the payroll check stub. In the event that the employee is required to travel outside the six county area by air or by rail, the employee and the Employer shall agree upon the terms of the travel pay.
3. **TRANSFER BETWEEN JOB SITES.** Employers may transfer an employee from one job site to another twice during a work day without being required to pay the employee the applicable IRS mileage reimbursement. Two transfers is defined as from job site A to job site B and back to job site A or to job site C. Neither the Employer's office nor his yard shall be considered a job site. When an employee is required to make a third transfer during a work day using his personal vehicle the employee shall receive the applicable IRS mileage reimbursement. Under no circumstances shall materials be hauled to and from jobs by employees with their personally owned vehicles.
4. Travel which occurs during the employees' designated shift shall be paid at the straight-time hourly wage rate and fringe benefit contributions shall be required for such time.

D. Creosote Clause.

1. Where materials are brush-coated with penta or pressure-treated with penta prior to installation or handling, all men actually engaged in brush-coating, installing or handling such material shall be paid an additional fifty cents (\$0.50) per hour for the full day when any time is spent brush-coating, installing or handling said material.

All men engaged in brush coating, installing or handling creosote shall be paid an additional seventy-five cents (\$0.75) per hour for the full day when any time is spent brush coating, installing or handling such material.

2. It is mutually agreed that the term "installation" shall include the framing, boring and bolting-up of materials newly brush-coated or pressure-treated with creosote or penta.
3. It is further mutually agreed that the above clause does not apply to demolition or removal of material regardless of whether such material had ever been brush-coated or pressure-treated with creosote or penta.
4. All men engaged in the application of Raymond Concrete Pile Sealer or Bitumastic (not including Polyken Tape) shall be paid an additional fifty cents (\$0.50) per hour for the time actually spent applying said material.

E. **WELDERS APPAREL.** Welders 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

on a worn out item in exchange for the new.

F. Payment of Wages.

1. All employees shall be paid weekly, by check either at the jobsite or at their place of residence or by electronic transfer to a financial institution of the employees choice at or before quitting time, not later than the fifth work day following the last day of the Employer's established payroll period.
2. All employees who quit or leave work of their own accord will be paid on the regular pay day. Paychecks sent via U.S. Postal Service that are not received by the employee will not be reissued until five (5) calendar days from the date of the check, and until the bank has confirmed that payment has been stopped on the original check.
3. Employees terminated and temporarily or permanently laid off by companies with an office in the six county area covered by this Agreement may pay no later than the fifth (5th) day following the last day of the Employer's established payroll. Employees terminated and temporarily or permanently laid off by companies without an office in the six county area covered by this Agreement must be paid their full pay at the time of such termination, temporary or permanent lay off.
4. Any Employer violating this Section will be deprived of men until such time as proper compensation has been made.

G. When an employee is discharged or laid off, said employee and Union shall be given a written notice stating the date and reason for termination of employment. Failure to do so within forty-eight (48) hours, or next two (2) business days, is stipulation that the employee was laid off due to lack of work.

H. **LAY-OFF.** Employees whose employment is terminated by lay-off will be advised thereof by the Employer in writing.

I. Work Injuries.

1. Employees injured on the job and requiring medical attention are to be paid for time spent on first visit to the doctor and if unable to return to work because of the injury, he shall be paid for the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.
2. When a member of the crew is required to convey the injured employee for medical attention, he shall be paid for all time spent with the injured employee at the straight-time hourly wage rate.
3. The employer agrees that no employee will be discharged or disciplined in any respect for having filed a claim for compensation for an on-the-job injury. An employee who loses time because of an injury incurred on the job site or in the course of employment will be reinstated replacing any employee hired subsequent to the injury, provided the

injured employee has not been incapacitated by the injury to such an extent that he is no longer qualified for the work.

J. Safety Apparel and Equipment.

1. In the event that safety equipment of any kind is required by law, regulation, or Employer directive, it shall be provided at the expense of the Employer. The Union shall not be responsible for any violation of safety statutes or regulations. All safety apparel and protective clothing shall be furnished by the Employer except prescription glasses and safety shoes which shall be provided by the employee.
2. It is understood that all Employer-supplied safety apparel is the Employer's property. A receipt for apparel and authorization for deduction of cost for same will be signed by the employee. In the event an employee fails to return an Employer's apparel, said employee will reimburse his Employer by having the cost of said apparel deducted from his next payroll check as per the authorization.

K. Tools.

1. Employees shall furnish one each of the following: 8 point cross cut hand saw, 12" adjustable wrench, 8" screw driver, 25' tape measurer, 10" Linemans pliers, carpenters steel framing square, claw hammer and chalk line.

The hand saw shall be sharpened at the Employer's expense.

2. In the event illegal entry to the tool storage area is evident and tools are stolen or damaged because of water or fire and said theft or damage is reported to the Employer, for replacement purposes for reasons stated above, the Employer shall replace or repair stolen or damaged tools of which the employee(s) will bear fifty percent (50%) of the cost.

L. Sanitary Quarters.

1. Sanitary toilet facilities properly enclosed and maintained on each jobsite.
2. Safe, potable water , sanitary cups in warm weather to be available in adequate amounts.

M. **ADEQUATE WORK SHANTIES.** Adequate work shanties with approved, enclosed work space heater on each job site.

ARTICLE 5 – HEALTH FUND

- A. The provisions relating to the Health Fund, established in 1952, and amended from year to year thereafter, and the Plan established in pursuance thereof, are hereby continued.
- B. Each Employer covered by this Agreement shall pay monthly to the Milwaukee Carpenters' District Council Health Fund, the following sums per hour for each hour (whether

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

Effective June 1, 2020 – \$10.89 per hour
Effective June 1, 2021 – to be determined
Effective June 1, 2022 – to be determined

- C. The Employer shall be required to pay on all hours worked under the jurisdiction of the collective bargaining agreement but no less than 150 hours per month on all corporate officers, stockholders, directors and managing agents and on the spouse and children of all officers, stockholders, directors and managing agents, if the officer, stockholder, director, or managing agent or spouse or child of said officer, stockholder, director or managing agent performs any work coming under the jurisdiction of any collective bargaining agreement entered into by the North Central States Regional Council of Carpenters.

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

- D. The Carpenters' Health Fund shall be open exclusively to all members of Local Unions affiliated with the North Central States Regional Council of Carpenters, and to all Employees working under its jurisdiction on the same basis as it is available to carpenters in the employ of Employers represented by the Associations, provided that their Employers make the required financial contributions to the Plan.
- E. **NATIONAL HEALTH PROGRAM.** The parties agree that in the event the Federal or State Government provides health care benefits comparable to those provided by private health insurance plans, including the present health program established under this Agreement, the parties will meet to discuss the effect of the law upon the Union's health fund benefits and contributions in effect at that time. It is the intent of the parties to avoid duplicate coverage between the Union's health fund and coverage provided by the Government Program.
- F. **AFFORDABLE CARE ACT.** The parties acknowledge that at the time of negotiation of this Master Agreement there remain unanswered questions with respect to the full application and impact of the Patient Protection and Affordable Care Act ("PPACA") with respect to the Milwaukee Carpenters District Council Health Fund. As such, each party represents that it shall direct their respective appointed Trustees to the Fund to administer the Fund to be in compliance with the PPACA and further to administer such Fund and its benefit levels in such a manner so as not to trigger any type of fines, penalties, excise taxes, taxes, assessments, surcharges and/or other similar mandated payments to be imposed on the Contractor(s) and employees other than the hourly contribution rate then in effect as it relates to health benefit coverage for bargaining unit members working under this Master Agreement.

The parties further agree that in the event that the action or inaction of the Trustees as it relates to the PPACA or the PPACA itself causes the Milwaukee Carpenters District Council Health Fund to be non-compliant or causes any Contractor(s) or employees to incur or be responsible for any type of fines, penalties, excise taxes, taxes, assessments surcharges and/or other similar mandated payments under the PPACA, the Contractor(s) and employees will comply with any and all legal obligation to make such payment, if any. The Union further agrees to meet with the Contractor(s) no later than ninety (90) days before any such above-referenced additional payment(s) are effective or become due (or within 30 days of the date the plan is noncompliant) to negotiate economic changes to the Master Agreement. If no resolution is reached within that ninety (90) day period; and if proper notification to FMCS and WERC of such economic re-opener of the Master Agreement has been given, either side may declare impasse and exercise their right to engage in any and all lawful economic action, including but not limited to, implementation of the Contractor(s) last proposal or lockout, and the Union's right to strike. The above referenced time periods may be extended by mutual consent of the parties.

- G. **CONTRIBUTIONS TO ANNUITY FUND.** During the term of this Agreement, the Union may allocate a portion of the total package to the Carpenters and Joiners Defined Contribution Plan, the Trust Agreement of which fund is hereby incorporated by reference in the event that the Union so allocates. It is the intent of the parties that this allocation by the Union shall be in conjunction with a merger of the Milwaukee Carpenters' District Council Health Fund into the Carpenters and Joiners Welfare Fund and in anticipation of a plan design feature by which contributions to the Carpenters and Joiners Welfare Fund and the Carpenters and Joiners Defined Contribution Plan are a combined remittance. If the same plan design can be accomplished using the MUIAR fund, the parties agree to allow the annual election of individual allocation to be administered by the third-party administrator/ central depository.

ARTICLE 6 – PENSION FUND

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

Effective June 1, 2020 – \$12.89 per hour
Effective June 1, 2021 – to be determined
Effective June 1, 2022 – to be determined

The parties acknowledge the importance of controlling the cost of benefits in the plan. In the event that the pension fund requires additional contributions in years two and three of this contract to maintain its core benefits, the union and management trustees shall take affirmative action to initiate an investigation into the potential for reducing subsidies and ancillary benefits available under the current plan.

- B. The Trust Agreement dated June 1, 1959, which establishes said Building Trades United

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

- C. Whereas, the Parties agree that a variable rate defined benefit (variable annuity) pension design is a positive step forward for the employees and employers, to improve benefit sustainability and alleviate unfunded benefit liability;

Whereas, the employers may agree to make an additional contribution to the pension plan if, but only if, the Pension Fund Board of Trustees approves a complete conversion of the current benefit/design accrual to a variable benefit design/accrual;

Now therefore, if the trustees of the Pension Fund develop a variable benefit design, a plan that fully converts the legacy benefit design to a variable benefit design, and, prior to December 31st of any year prior to expiration of this Agreement, the Board of Trustees adopts or resolves to adopt that variable benefit design and that plan (which adoption or resolution shall include all necessary steps to effect the benefit design and conversion plan), the bargaining parties will meet to review and consider an additional pension contribution subject to agreement of the bargaining parties based upon the calculation of the actuary of the cost of conversion of the pension plan. This additional amount shall be used to fund the variable benefit design. Such contribution rate shall be established only by written agreement among all bargaining parties.

If a variable benefit design is adopted by the Pension Fund Board of Trustees and the additional contribution requirement is agreed upon, the following provision will apply: in the event that the hourly contribution required to fund the legacy liability of the pension is reduced, which decrease shall be determined exclusively by the Pension Fund Board of Trustees, that portion of the additional contribution requirement subject to such reduction shall be deducted from the total package.

ARTICLE 7 – GENERAL PROVISIONS GOVERNING PAYMENTS TO FRINGE BENEFIT FUNDS

- A. A "Fringe Benefit Fund", as that term is used in this Agreement, is any trust fund to which the Employer is obligated to make contributions, under this Agreement, specifically the Building Trades United Pension Trust Fund, the Milwaukee Carpenters' District Council Health Fund, the Millwright Union Individual Account Retirement Fund and the Carpenters and Joiners Apprentice and Journeyman Training Fund.
- B. The Employer's obligation under this Agreement to make payments and contributions to Fringe Benefit Funds for all Employees covered by this Agreement applies to all Employees regardless of membership or non-membership in the Union.
- C. All payments to the Fringe Benefit Funds for Employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.

- D. The Employer shall promptly furnish to the Trustees of any Fringe Benefit Fund, or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Fringe Benefit Fund. The Trustees or their authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or their authorized agents, in connection with the proper administration of the Fringe Benefit Fund.
- E. The Trustees of any Fringe Benefit Fund may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.
- F. Payments to the Health Fund, Pension Fund, Millwright Union Individual Account Retirement Fund and Apprentice Training Fund are to be made no later than the last day of the following month for which work was performed, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half (1-1/2) percent per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expense reasonably arising in connection with any collection action.

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

- G. The ACEA shall be the exclusive representative of Employers and shall have equal representation of fifty (50) percent with the Union in the administration of the Health Fund, the Pension Fund and the Apprentice Training Fund.
- H. The Employer agrees to abide by the terms and conditions of the Trust Agreements (Health Fund, Pension Fund, Millwright Union Individual Account Retirement Fund and Apprentice Training Fund) and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreements; and accepts the Employer Trustees appointed by the Allied Construction Employers Association as provided in said Trust Agreements as his representatives to administer such Trust Funds and all such past or succeeding Employer Trustees as shall have been or will be appointed by the Allied Construction Employers Association. The Employer hereby ratifies all actions already

taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

- I. In the event the Employer assigns any of his Milwaukee area Employees covered by this Agreement to work on a job site located outside of the geographical coverage of this Agreement, the Employer shall continue to make the payments to the fringe benefit funds as provided in Articles 5, 6, 9, 10 and 11 of the Master Agreement for such Milwaukee area employees, unless such Employer is required to pay, and does pay, contributions to like fringe benefit funds pursuant to a labor agreement covering the work at the job site entered into with the Carpenters local union or district council having geographical jurisdiction over such job site. It is the intent of this Section, (i) to facilitate the continuity of health benefit coverage for such Milwaukee area Employees when working outside the geographical coverage of this Agreement, and (ii) to assure that such Employer is not required simultaneously to pay contributions to the fringe benefit funds specified in Articles 5, 6, 9, 10 and 11 of the Master Agreement and also to like fringe benefit funds under the labor agreement having geographical coverage over the job site.
- J. Orientation. The employer will, within one week of hire, notify the Union of any direct hires and refer any new hires to the union for orientation as to the Union's fringe benefits, referral system, and training opportunities.

ARTICLE 8 – GENERAL PROVISIONS

A. LIGHT DUTY WORK

1. **WORK RELATED INJURY.** If available and at the option of the Employer, an employee who has suffered an on the job injury may be offered light duty work based on the following conditions.
- a. The employee has been released for light duty work by the treating physician;
 - b. The available work is within the limitations of the treating physician's release;
 - c. The Union shall be notified by the Employer when the employee is offered light duty work.

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

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

In no case will the employee be compensated at the light duty rate for more than six (6) months from the initial return to work on a light duty basis. At the end of the six-month

period, the employee either returns to full pay or full Worker's Compensation.

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

2. **NON-WORK RELATED INJURY.** If available and at the option of the Employer, an employee who is receiving disability payments from the Health and Welfare Fund may be offered light duty work based on the following conditions:
 - a. The employee has been released for light duty work by the treating physician;
 - b. The available work is within the limitations of the treating physician's release;
 - c. The Union shall be notified by the Employer when the employee is offered light duty work.

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

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

- B. Substance Abuse Testing and Assistance Program. See Exhibit I.
- C. **CENTRAL DEPOSITORY.** During the life of this Agreement, each Employer covered by this Agreement shall pay (i) the contributions payable to the several fringe benefit funds enumerated in Appendix A of this Agreement and (ii) union dues checked off in accordance with Article 2, Section H of this Agreement as specified in such Articles not later than the last day of the following month for which work was performed.
- D. The Union and Associations will work together to establish a Central Depository for all Employer fringe benefit contributions made under this Agreement. At such time as the respective fringe benefit trust fund trustees deem that Employers remitting contributions under this Agreement may remit such contributions to a Central Depository without such contributions being deemed late or delinquent, the Union may notify all Employers of the address and procedure for remitting to the Central Depository. The Central Depository, upon receiving Employer fringe benefit remittances, will divide up such remittances in accordance with the applicable contribution rates for each respective fund and send forward individual fund remittances to the appropriate destination.
- E. **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
8. Noise limitations
9. Rules related to the use of TV's, Radios, Tape or CD Players and Transmitters
10. Smoking Restrictions - Construction tradesmen may use owner's smoking area
11. Sexual Harassment Rules
12. Rules related to the use of owner's facilities, utilities, material and equipment
13. Objectionable language, pictures, and printed apparel
14. Site Access and Parking Restrictions

For other owner imposed rules, the contractor shall discuss owner's requirements with the Union prior to implementation and come to an accord before implementation.

- F. **Safety.** Members may be required to sign a statement indicating receipt of, reading of and willingness to comply with the employer's reasonable safety requirements adapted as part of the contractor's overall safety program and consistent with contract language.

The Contractor and the Union mutually agree that the members may attend a safety training program as provided by the Milwaukee Carpenters JATC each year or Contractor's sponsored program. These programs may include skills and upgrade training.

Every employee whose failure to wear personal protective equipment causes the issuance of an OSHA citation and fine against his employer may be required to attend a two hour safety program offered through the Milwaukee Carpenters JATC.

- G. **FAVORED NATIONS.** Should the Union enter into a written agreement(s) with any other employer or association which provides more favorable wages and/or terms and conditions of employment, then the Union agrees to notify the parties or association and Michels and make such favorable wages and/or terms and conditions of employment available to all employers signatory to this agreement upon the same terms as offered.

- H. **ANTI-ACCRETION.** The wages benefits and working conditions described in this Agreement are minimums and not maximums. The Contractor may exceed the requirements of this Agreement but it is not obligated to maintain any wages, benefits and/or working conditions that exceed the minimums. The Employer therefore may, at the Employer's exclusive discretion at any time, unilaterally discontinue any wages, benefits or working conditions that exceed minimums escribed herein. It is mutually understood that the employer may not pay on a piecework basis but may utilize production bonuses in addition to the hourly rate of pay.

- I. **NON-DISCRIMINATION.** It is agreed that there will be no discrimination by either the Employer or the Union against any employee or group of employees because of race, color, creed, sex, age, national origin, disability or any other discriminatory basis prohibited by state or federal law.

ARTICLE 9 – APPRENTICESHIP AND TRAINING FUND

- A. Each Employer covered by this Agreement shall make contributions to the Carpenters and Joiners Apprentice and Journeyman Training Fund (hereinafter called "Apprentice Training Fund") for each hour worked (whether straight-time or overtime) for which wages or compensation is payable to an employee.
- B. All of the payments required to be made pursuant to Section A shall be made in a single payment in a check made payable to "Carpenters and Joiners Apprentice and Journeyman Training Fund", separate from the Health Fund check, at the same time and place where Health Fund payments are made. However, the payments for the Apprentice Training Fund shall be reported separately on the same remittance report as the payments to the Health Fund.
- C. The payments received by the Fund pursuant to this Article shall be used by the Trustees for the purposes of training apprentices and journeymen in the carpenter craft and related occupations and such other purposes as provided for in the Fund Trust Agreement.
- D. Payments to the Apprentice Training Fund are to be made no later than the last day of the following month in which the work was performed, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, twenty percent (20%) of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

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

- E. The Allied Construction Employers' Association, Inc. shall be the exclusive representative of Employers and shall have equal representation of fifty percent (50%) with the Union in the administration of this Fund.
- F. The Employer agrees to abide by the terms and conditions of the abovementioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the Association as provided in said Trust Agreement as his representatives to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the Association. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their

authority.

- G. **UNITED BROTHERHOOD OF CARPENTERS INTERNATIONAL APPRENTICESHIP AND 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 ten cents (\$.10) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters International Apprenticeship and Training Fund. Payment to the Funds shall be made no later than the last day of the following month for which the work was 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 UBC National Funds Lockbox

c/o Amalgamated Bank of Chicago
PO Box 94449
Chicago, IL 60690

ARTICLE 10 - UBC MILLWRIGHT AND PILEDRIVER LABOR-MANAGEMENT INDUSTRY PROMOTION FUND

The parties agree that each Employer shall make a contribution of five cents (\$.05) per hour worked for each employee covered by this Agreement to the UBC Millwright and Piledriver Labor-Management Industry Promotion Fund ("Promotion Fund"). Payment shall be made to the Promotion Fund or to such collection agent as is designated by the Promotion Fund no later than the last day of the following month for which work was performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the Promotion Fund as it exists and as it may be amended, restated, and to such rules, regulations or other governing documents adopted pursuant to such Trust.

Remittance Address:

UBC National Funds
P.O. Box 94449
Chicago, IL 60690-4402

ARTICLE 11 – INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION

- A. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program/Contract Administration (hereinafter

referred to as IAP/CA) Fund, for each employee covered by or subject to this Agreement, the amounts as specified below, per hour for all hours worked. These payments shall be made no later than the last day of the following month for which work was performed. Payments are to be sent to the I.A.P./C.A., P.O. Box 507, Brookfield, WI 53008-0507.

Effective June 1, 2020 – \$0.18 per hour
Effective June 1, 2021 – to be determined
Effective June 1, 2022 – to be determined

Of the \$0.18 per hour, the IAP will remit \$0.03 per hour to CLMC (Construction Labor Management Council) as management's contribution to CLMC including the funding of Big Step. The IAP will also remit \$0.04 per hour to CLMC including the funding of Big Step as the Union's funding of those programs.

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

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

- C. In the event an Employer becomes delinquent in his/her payments to the IAP/CA Fund and after the Allied Construction Employers Association Inc. (ACEA) Board of Directors has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed by the Board of Directors, as liquidated damages, 20% of such delinquent payments and further, such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the ACEA refers the delinquency to legal counsel for collection then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.
- D. If the employees are removed from the job by the Union to enforce such payments or liquidated damages assessments, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly wage rate.
- E. The Allied Construction Employers Association Inc. (ACEA) or its officers, may for the purpose of collecting any payments required to be made to the IAP/CA Fund, including damages and costs, and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.
- F. Each Employer who is required to make payments to the IAP/CA Fund pursuant to Section A shall promptly furnish to the ACEA, or to its authorized agents on demand, all necessary employment, personnel and payroll records relating to its former and present employees

covered by this Agreement, including any relevant information that may be required in connection with the administration of the IAP/CA Fund and for no other purpose. The ACEA, or its authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the ACEA, or its authorized agents, in connection with the proper administration of the IAP/CA and of the IAP/CA Fund.

- G. **HOLD HARMLESS FOR IAP/CA COLLECTION.** ACEA and Wisconsin Transportation Builders Association shall indemnify and save the Union harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by it for the purpose of complying with the provisions of this Article 10.
- H. **CONSTRUCTION BUSINESS GROUP.** Construction Business Group's purpose is to enhance business opportunities and quality of life by insuring fairness, equity and standards of excellence in the construction industry of Wisconsin. To achieve that purpose, CBG works with employers, employees and contracting agencies to insure fair and responsible public contracting throughout Wisconsin. CBG also works directly with state agencies to ensure laws applicable to the construction industry are properly enforced. CBG works in support of prevailing wage laws, public bidding laws, labor standards and safety regulations are followed on all public construction projects.

The Union will establish an hourly contribution to CBG after working with CBG representatives to ensure that the Parties to this Agreement will be represented on the CBG Board of Trustees.

ARTICLE 12 – MILLWRIGHT UNION INDIVIDUAL ACCOUNT RETIREMENT FUND

- A. Each Employer covered by this Agreement shall pay into the Millwright Union Individual Account Retirement Fund, the sum per hour specified in Appendix A for all hours worked for all employees covered by this Agreement.
- B. Each Employer covered by this Agreement shall allow employees to defer and deposit amounts of compensation into the Millwright Union Individual Account Retirement Fund if an employee so elects pursuant to the terms and provisions of the Millwright Union Individual Account Retirement Plan and rules of the Trustees administering such Fund. Each Employer shall timely withhold and remit into the Millwright Union Individual Account Retirement Fund any and all amounts of compensation which any employee has elected to defer and deposit in such Fund in accordance with the terms and provisions of the Millwright Union Individual Account Retirement Fund Trust Agreement, the Millwright Union Individual Account Retirement Plan and rules of the Trustees administering such Fund.
- C. The Allied Construction Employers' Association, Inc., the Eastern Wisconsin Erectors Association, Inc. and the Union and all Employers covered by this Agreement, agree to be bound by all the terms of the Millwright Union Individual Account Retirement Fund Trust Agreement, and by all the actions of the trustees administering such funds in accordance with the Trust Agreement, Plan and rules of the Trustees, provided that such Trust Agreement, Plan and rules shall not be inconsistent with this Agreement. Each Employer

covered by this Agreement hereby accepts as Trustees the Trustees appointed in accordance with the respective Trust Agreement. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

- D. Employers who fail to remit timely payments may be subject to having this Agreement terminated upon 72 hours' notice in writing being served by the Union, provided the Employer shows satisfactory proof that payments are not delinquent to the Millwright Union Individual Account Retirement Fund.
- E. In the event the Millwright Union Individual Account Retirement Fund payments shall increase over and above those stated herein during the term of this contract, the base rate shall be adjusted downward to the extent of the increase and remitted to the Fund by the Employer.

ARTICLE 13 – BONDING

All new Employers will be required, upon signing a collective bargaining agreement, to post, on a form approved by them, with the Milwaukee Office of the North Central States Regional Council of Carpenters, a bond written by a company rated by AM Best as A- or better to guarantee payment of all funds. Bonds shall be in the amounts of:

1 to 5 covered employees	\$15,000
6 to 20 covered employees	\$25,000
Over 20 covered employees	\$50,000

If the Employer becomes delinquent for two months of contributions, the Regional Director may call the bond and divide the proceeds of the bond among all funds, the Funds in the Carpenter's Agreement that the Employer is obligated to pay into, according to the prorated extent of each fund's claim.

The bond will remain in force until the Employer has a record of one year of complete and timely contributions.

Any Employer who has not been required to post a bond will be required to do so as soon as the Employer becomes delinquent for two months of contributions. This bond in the amounts specified above will remain in place until the delinquent Employer has accumulated a record of one year of complete and timely contributions.

Employers who do not provide required bonds may have their employees removed until such a time as they are in compliance with the bonding requirements.

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

As an alternative to the surety bond/letter of credit requirement in this Section, and with approval of the respective fringe benefit fund trustees, the employer may pay fringe benefits weekly plus an additional 10%

of such contributions into an escrow account maintained by the fund office until such escrow account reaches the amount specified in this Section. The employer may cash out the escrow account at such time as it can satisfy this Section.

ARTICLE 14 – SPECIFYING NUMBER OF MEN

The Employer shall have the right to name the number of men required on any job or on any piece of equipment used in the construction of the job. However, a pile driving crew shall consist of not less than two (2) pile driver men and a pile driver foreman when driving piling.

Exception: if there is no lofting or site preparation work on a job, it is permissible to have a crew size of one (1) pile driver man and a pile driver foreman.

ARTICLE 15 – TERRITORY COVERED BY THIS AGREEMENT

This Agreement is to cover only work done in Milwaukee, Waukesha, Ozaukee, Washington, Racine and Kenosha Counties.

ARTICLE 16 – FOREMEN

All men shall be supervised by a Foreman. All orders shall be given through the foreman in charge of crews. The Foreman's hourly wage shall be ten percent (10%) per hour above the Pile Driver's hourly wage rate.

The foreman shall be selected by and be a representative of the Employer.

ARTICLE 17 – UNION REPRESENTATIVES

A. Stewards.

1. There shall be a steward on each job who is a member in good standing from this jurisdictional area as defined on page 1 of this Agreement, whose duty it shall be to see that all employees have the current working card and sign the steward list before starting work. The stewards shall not leave their work or interfere with the employees during working hours, but in the event of accident or sickness the Steward shall notify the Milwaukee office of the North Central States Regional Council of Carpenters and use such precautions as are necessary for the safety and storage of disabled members' tools. The steward shall always carry a copy of the Working and Trade Rules and report any violations of the Agreement or Working and Trade Rules to the proper credentialed officers of the Milwaukee office of the North Central States Regional Council of Carpenters. The stewards shall not be discriminated against for performing their duty as outlined in this Agreement. So long as the Steward is capable of performing the work needed, she/he shall be the 2nd to last person laid off.
2. When it becomes necessary for the steward in performing his duties, to leave his work during working hours, the Union agrees to compensate him for such time lost.

3. The Steward shall at all times, to the best of his ability promote safe working conditions and safe work practices. In the event he is aware of any unsafe conditions or practices, he shall report same to the Employer, and in the event the Employer does not agree that an unsafe condition exists, or fails to correct same, the steward shall report same to the Union. If the Union and the Employer cannot reach agreement, the matter shall be referred to arbitration, and it shall not be a violation of this Agreement if the Union withdraws its members from the disputed work, pending a decision from the Arbitration Board.
- B. **VISITATION AT JOB SITE.** The authorized representative of the Union shall be allowed to visit jobs during working hours to interview the Employer, steward or men at work, but he shall in no way hinder the progress of the work. Permission to interview the men should be obtained from the Employer or his representative.

ARTICLE 18 – APPRENTICES

- A. **NUMBER OF APPRENTICES.** It is agreed that each Employer shall be allowed one (1) apprentice for one (1) journeyman. At a minimum, each contractor must employ one (1) apprentice if the contractor's total workforce includes five (5) Journeymen. Each contractor must also employ at least one (1) additional apprentice for each six (6) additional journeymen employed by such contractor in the contractor's total workforce. Each apprentice shall serve a term of apprenticeship as determined by the Apprenticeship Committee and approved by the Wisconsin Department of Workforce Development with wage rates based on a percentage of the Journeyman's hourly wage rate as set forth in Appendix A.
- B. All apprenticeship applicants must meet the eligibility requirements as stated in the Apprenticeship Standards of the Carpenters and Joiners Apprentice and Journeyman Training Joint Apprenticeship and Training Committee. All apprentices are to be indentured under the supervision of the Wisconsin Department of Workforce Development pursuant to the provisions of the Carpenters and Joiners Apprentice and Journeyman Training Trust and the Wisconsin Apprenticeship Law. (Chapter 106 of the Wisconsin Statutes)
- C. The Employer shall provide every opportunity possible to enable the apprentice to become a skilled craftsman.

ARTICLE 19 – ARBITRATION

- A. Grievances over discharge or suspension or any other disagreement between the parties over the terms of this Agreement shall be filed no later than ten (10) calendar days after which the matter is brought to the attention of the Union. However, any claim by an employee involving monetary liability, excluding Health, Pension, Apprenticeship and Training and IAP/CA contributions, must be presented to the Employer within thirty (30) calendar days from the date on which the employee receives the check on which the claimed shortage occurred. Failure to submit such claim within such thirty (30) calendar days shall automatically bar such claim from being presented to or against the Employer.

In cases of continuing violations, the claim will be retroactive for thirty (30) calendar days from the date it was presented to the Employer. For all other grievances not covered by the foregoing limitations, excluding any dispute concerning fringe benefit fund contributions. The grievance shall be filed within one hundred fifty (150) calendar days after the date on which the project has been certified in writing as “substantially complete”.

- B. In the case of any disagreement between said parties over terms of this Agreement is not resolved by the grievance procedures, the same may be submitted to a Board of Arbitration composed as follows: Two (2) members to be chosen by the Allied Construction Employers Association, Inc. (ACEA) and two (2) members to be chosen by the Union within a reasonable time, and no later than ten (10) business days from the date of complaint. The Board shall attempt to adjust the dispute and issue a written decision.
- C. A decision of a majority of this Arbitration Board shall be rendered within ten (10) working days and shall be binding on both parties. Either party failing to fulfill its obligations under this clause shall forfeit its contentions in the dispute to the other party.
- D. If the Arbitration Board deadlocks and is unable to reach a decision as provided in this Section, the Union may appeal the grievance to an independent arbitrator as follows, provided the Union requests arbitration within fourteen (14) working days of the deadlock. The parties will select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator within ten (10) working days from the date of receipt the Union’s Notice of Intent to Arbitrate, the parties may make an application to the Federal Mediation and Conciliation Service for a list of seven (7) names of arbitrators. The Union shall strike first and the Employer second to eliminate arbitrators until one is chosen. Either party may reject one (1) panel in its entirety. Each party shall bear its own expenses for witnesses and legal fees. The expense of the arbitration proceeding shall be shared equally by the Employer and the Union.

Only one grievance may be submitted to an arbitrator at a time, unless the parties agree in writing. The arbitrator in making his or her decision, shall be bound and governed by the explicit provisions of this Agreement and shall have no power to add or subtract from, ignore, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

Failure to exercise the right of the appeal at any step thereof, within the time limit provided therefore, shall void any right to appeal applicable to the facts and remedies of the grievance involved.

ARTICLE 20 – JURISDICTIONAL DISPUTES

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

ARTICLE 21 – SEPARABILITY CLAUSE

Any provisions of this Agreement which may be in violation of any applicable Federal or State

Law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of any such laws, nevertheless, the remainder of 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.

ARTICLE 22 – PICKET LINE

- A. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employers' places of business.
- B. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or person whose employees are on lawful strike, and which service, but for such strike, would be performed by the employees of the Employer or persons on strike.

ARTICLE 23 – STRIKES AND LOCKOUT

With the exception of the Union efforts to enforce terms covering wages and fringe benefit contributions, there shall be no strikes.

ARTICLE 24 – DURATION OF AGREEMENT

- A. This Agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2023 provided however, that written notice of the proposed termination or modification of the contract, by the party desiring to terminate or modify the contract, shall be served upon the other party, on or before February 28th prior to the expiration date, thus insuring a ninety (90) day notice prior to May 31st. Such notice shall be accepted by both parties as being in full compliance with the notice requirements of the Labor-Management Relations Act of 1947, as amended, and no further notice prior to strike or lockout shall be expected or required.
- B. Upon failure to meet with the other party for the purpose of collective bargaining upon service of the written notice referred to in Section A, the party so failing to meet is to be deemed to have conceded the changes desired by the party present with respect to wage rates and conditions of employment for the new contract year.
- C. In the event a notice, as referred to in Section A has been duly served, it shall be optional with the members of the Union to work after May 31, 2023, unless a satisfactory agreement is reached by May 20th. Nothing herein shall be construed to prohibit or restrict the right of the Employer to lockout, or the right of the employees to strike, after the termination date of this Agreement.

ACCEPTANCE OF AGREEMENT

BETWEEN

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS

AND

ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC.

WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL

MICHELS FOUNDATION, A DIVISION OF MICHELS CORPORATION


IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of June, 2020.

ALLIED CONSTRUCTION
EMPLOYERS ASSOCIATION



James Macejkovic, Labor Policy Chair

WISCONSIN TRANSPORTATION
EMPLOYERS COUNCIL



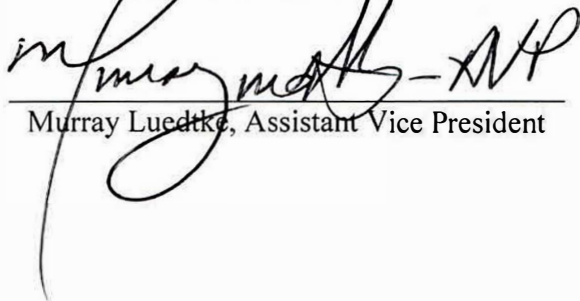
David Bechtold

NORTH CENTRAL STATES
REGIONAL COUNCIL OF CARPENTERS



John Raines, Executive Secretary-Treasurer

MICHELS FOUNDATION, A DIVISION OF
MICHELS CORPORATION



Murray Luedtke, Assistant Vice President

EXHIBIT A – SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

Notwithstanding the program described in this Exhibit, the employer is permitted to adopt its own lawful drug testing program in compliance with applicable state and federal law. Any such program shall operate in conjunction with any applicable industry program as possible to avoid duplicative testing requirements.

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Associated General Contractors of Greater Milwaukee, Inc., the Allied Construction Employers Association, ("Employer Associations") and the North Central States Regional Council of the United Brotherhood of Carpenters & Joiners of America, ("Union"). The term "Contractor" or "Company" when used herein refers to the construction industry contractors who are signatory or bound to a Collective Bargaining Agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the 2017-2020 Collective Bargaining Agreements ("Agreements").

A. PURPOSES

1. To establish and maintain a safe, healthy working environment for all employees;
2. To ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
3. To reduce substance abuse-related accidental injuries to persons or property;
4. To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;
5. To provide rehabilitation assistance for qualified and eligible employees who seek help;
6. To protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;
7. To deter individuals from bringing, possessing or using alcohol and drugs in connection with work;
8. To clearly state the commitment of construction contractors and the union to a workplace free from the effects of illegal drug use; and
9. To comply with any law or regulation requiring such programs.

B. POLICY

1. GENERAL PROVISIONS

- a. The Contractor prohibits the use, possession or distribution on its premises or work sites of alcohol and other illegal drugs. Employees must not report to work or be on work premises at any time under the influence of alcohol or any other illegal drugs. Legally prescribed drugs may be permitted on company premises or work sites provided the drugs are contained in the original prescription container and are prescribed by a medical practitioner for the current use of the person in possession of the drug.
- b. Unopened and sealed alcoholic beverages are permitted in personal vehicles and on company property.
- c. The Contractor reserves the right to have authorized personnel conduct any additional alcohol or other drug testing mandated by law.
- d. At the discretion of the Contractor any persons found illegally in possession, offering for sale, purchasing or distributing any illegal drug will be reported to the civil authorities.
- e. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.
- f. Where an owner or contracting agent requires alcohol or other drug testing of contractor employees other than as is provided for in this policy, the Contractor may implement the owner or contracting agent required program for the project.

2. PRE-EMPLOYMENT SCREENING

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

3. POST-HIRE SCREENING

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

employee was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident which resulted in a significant recordable injury as defined by OSHA regulations or significant property damage and for which the cause of the accident is not readily explainable.

- c. Whenever possible, before an employee is required to submit to testing under this policy based on reasonable suspicion, the employee should be observed by more than one individual.
- d. All positive tests for drugs other than alcohol will be confirmed. Initial testing will be by immunoassay, with all confirmation testing being by gas chromatography/mass spectrometry. The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services – Substance Abuse and Mental Health Services Administration (SAMHSA). Chemicals to be tested for are marijuana, cocaine, opiate, phencyclidine and amphetamines. Limits for each of the substances will be according to appropriate federal, state and DOT regulations as they are updated periodically.
- e. The Employer and the Union will select reputable laboratories certified by SAMHSA to perform testing under this policy. An unbroken chain of custody of the specimen from the time it is taken from the employee up through the time the laboratory tests the specimen shall be preserved. Tamper-proof sample-handling methods must be observed; and the laboratory must follow the test manufacturer’s instructions in both administration of the test and the reporting of results as “positive” or “negative.” All tests that indicate a positive result will be reviewed by the Medical Review Officer (MRO) before being reported to the employee, contractor and Union as positive.
- f. At the request of any employee tested under the alcohol and other illegal drug testing procedure contained in this agreement, a portion of the original specimen(s) will be preserved for private testing by the employee at his or her own expense by an independent laboratory in the event questions are raised concerning the accuracy of the test administered at the request of the Employer. The additional test performed at the employee's request will be admissible under the grievance and arbitration procedures in this contract, however, if and only if the testing laboratory is SAMHSA certified.
- g. Testing for alcohol content will be by blood analysis or breathalyzer. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Wisconsin State Motor Vehicle regulation.
- h. In the event the test’s result is negative, the employee shall be immediately reinstated and paid any wages and benefits that would have been paid had his work hours not been interrupted by the test. This is considered full reinstatement.

- i. In the event of a positive confirmatory test for alcohol or other drug, the tested employee will be referred to participate in the Employee Assistance Program of the appropriate Carpenters' District Council Health Fund. Strict adherence to the guidelines and medical recommendations, of that program will, for a first violation, avoid severe discipline or termination except where the employee was under the influence at the time he caused or was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft of property from the contractor or a contractor's customer.
- j. If an employee who tests positive for substance abuse enters any required or recommended aftercare program, a negative test within 30 days will make the employee eligible for immediate reinstatement provided the employer has work available and the employee continues in any recommended aftercare program. In the event an employee enters but fails to complete a required aftercare program, he may be subject to immediate discharge.
- k. If an employee refuses to be tested for substance abuse, although directed to do so, he or she will remain on suspension thirty days. Continued refusal to submit to drug screening after the 30 day period, will subject the employee to severe disciplinary action up to and including termination

4. RANDOM TESTING

- a. The parties agree to the establishment of a random testing program which shall include all bargaining unit employees covered by the Commercial Carpenters and Floor Coverers Agreement in addition to all alumni and non-bargaining unit employees participating in the Milwaukee Carpenters' District Council Health Fund in accordance with the following guidelines.
- b. All specimen collection for random tests shall take place at sites jointly agreed to by labor and management.
- c. The costs of all tests, specimen collection and random selection shall be borne by the contractor and the contractor shall pay the employee for all time spent complying with this Section, including travel and time spent for testing, at the employee's hourly straight-time rate.
- d. All testing procedures shall be identical to those provided elsewhere in this policy.
- e. Employees shall be selected on a random basis from the total pool of participants in the Health Fund. The total number of random tests in a calendar year shall equal 15 percent (subject to labor-management review) of the total number of participating employees in the Health Fund, including bargaining unit employees, alumni, and non-bargaining unit employees.
- f. If the contractor refuses to have an employee tested who has been randomly selected, the employer shall pay an amount equal to two times the journeyman carpenter's hourly wage plus the amount equal to the costs for the testing provided

for under this policy to the Southeast Wisconsin Carpentry Joint Apprenticeship and Training Fund.

C. COUNSELING OR TREATMENT

1. The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.
2. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements of the fund. The trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.
3. 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".
4. Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits B and C to this policy. These tests shall be at the Contractor's expense.
5. The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties; therefore, to protect the employee's rights any test results shall be disclosed only to the testing lab, the Contractor, Medical Review Officer, employee, and Union Representative.
6. Within three (3) working days of notification by certified letter or hand delivered with receipt of a positive test result, an employee may request that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

D. REHABILITATION

1. 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.
2. Any employee who comes forward to seek assistance may, at the Contractor's discretion be suspended without pay pending completion of a counseling assessment and the furnishing of certification by the Counselor/Physician that the employee is able to return to his or her job and perform it safely.

E. MISCELLANEOUS PROVISIONS

1. An appropriate notice to employees concerning the existence of this program, and the treatment and counseling available as well as the penalties described above shall be communicated to employees covered by this Agreement.
2. Neither the Employer Association(s) nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

F. CONCLUSION

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

EXHIBIT B – CONSENT TO BREATH AND/OR BLOOD TEST

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

Signature: _____ Date: _____

EXHIBIT C – CONSENT TO URINALYSIS

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

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

1. _____
2. _____
3. _____

Signature: _____ Date: _____