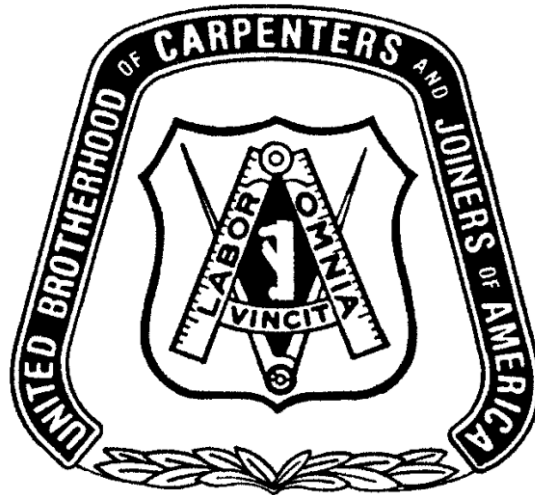


AGREEMENT  
BETWEEN  
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS  
OF THE  
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
AND  
ALLIED CONSTRUCTION EMPLOYERS' ASSOCIATIONS, INC.  
AND  
EASTERN WISCONSIN ERECTORS ASSOCIATION, INC.



2023 - 2026

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**2023 – 2026 MILLWRIGHT ERECTORS' AGREEMENT (MACHINERY) MASTER AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of June, 2023 by and between ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC., EASTERN WISCONSIN ERECTORS ASSOCIATION, INC., both of the County of Waukesha, NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS.

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

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.

**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 – DEFINITIONS**

- A. The Allied Construction Employers Association, Inc. and Eastern Wisconsin Erectors Association, Inc. will be referred to in this Agreement as the "Association." Whenever the term "Employer" is used in this Agreement, it is intended to mean, and shall refer to the individual employers or contractors represented in collective bargaining by either or both of the two Associations just referred to as well as independent signatories.
- B. North Central States Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America shall be referred to in this Agreement as the "Union."

**ARTICLE 2 – RECOGNITION AND JURISDICTIONAL CLAIMS**

- A. The Associations and the Employer hereby recognize the Union on a multi-employer basis as the sole and exclusive bargaining agent for all employees performing bargaining unit work historically covered by this Agreement and covered by the occupational and geographical jurisdiction of the Union. The coverage of this Agreement shall be all bargaining unit work historically covered by this Agreement and normally performed by Apprentice and Journeyman Millwrights over which the Employer has control. 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.
- 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 Associations on behalf of their members do not have authority to extend Section 9(A) recognition to the Regional Council.

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

The provisions of this Section shall not prevent the Union from making claims for other work.

- D. Power driven equipment consisting of the following: fork lifts, electric hoists, welding machines, hydraulic lifting devices, tow motors, telehandlers and other equipment historically used by the trade intermittently shall be considered a tool of the trade.

### **ARTICLE 3 – 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, 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. The Union security provisions contained in the 1947 labor agreement between the parties shall supersede the Union Security provisions of this Agreement, and be automatically effective upon the date of any amendment or change in the Labor-Management Relations Act, or in the Wisconsin Employment Peace Act, which amendments or changes legally permit the reinstatement of such provisions of the 1947 labor agreement or any portions thereof.
- C. **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 per hour certified to the Employer by the Union as representative of that required of all members to maintain membership in the Union, and remit the same in an amount as specified 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 employee's 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.

D. **RIGHT TO WORK.** Section 3.1 "Union Shop" and Section 3.2 will not be in effect, nor will either party enforce its provisions, unless Wisconsin Act 1 of 2015 is repealed by a vote of the general public, the legislature or by a court of competent jurisdiction.

#### **ARTICLE 4 – HOURS OF WORK AND OVERTIME**

A. **WORKDAY AND WORKWEEK.**

1. **WORKDAY.** The Workday, first shift, shall consist of eight (8) consecutive hours, Monday through Friday, which shall consist of starting times between 6:00 a.m. and 10:00 a.m., as designated by the Employer; exclusive of a thirty (30) minute lunch period to commence at the midpoint of the Workday. The lunch period may be adjusted by agreement between the employees on the job and the Employer or his representative. The starting and quitting time of the normal workday may be changed, not to exceed one (1) hour, by mutual consent of the Employer and Union to meet project conditions.

2. **OPTIONAL FOUR TENS.** Upon mutual agreement between the Employer and Employee, the workweek may consist of a four day, forty-hour week, Monday through Friday, with ten (10) consecutive hours between 6:00 A.M. and 6:00 P.M., exclusive of a 30 minute lunch period to commence at the midpoint of the workday. Overtime rates shall be paid after ten (10) hours per day and forty (40) hours per week.

a. If the scheduled four day-ten hour workweek results in fewer than forty (40) hours of work then time and one-half (1-1/2) shall be paid on all hours worked in excess of eight (8) hours per day. The time and one-half (1-1/2) premium is based on the straight-time hourly rate plus any applicable premiums. This provision does not apply if weather or other conditions beyond the control of the Employer prevent the Employees from working a forty (40) hour week.

b. The four-tens may also be worked on shifts but the Employees shall be compensated according to Section 4(B).

c. **Workweek.** The Workweek shall consist of five (5) days, Monday through Friday inclusive.

B. **SHIFT OPERATIONS.**

1. **FIRST SHIFT.** The hours as designated by the Employer shall be recognized as the regular workday shift. Any time worked before or after the regular workday shift shall be paid at time and one-half (1-1/2) the straight-time hourly wage rate. The shift shall work eight (8) hours for eight hours pay.
2. **SECOND SHIFT.** The second shift shall be eight (8) hours at the regular straight time rate plus two dollars and sixty-five cents (\$2.65) for each hour worked. Same two dollars and sixty-five cents (\$2.65) 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.
3. **THIRD SHIFT.** The third shift shall be eight (8) hours at the regular straight time rate plus four dollars and sixty cents (\$4.60) for each hour worked. Same four dollars and sixty cents (\$4.60) 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.
4. The starting time on a given job shall be the same for all Millwright Employees over which the Employer has control.
5. Employees transferred from one jobsite to another during the course of the workday or workweek will not lose earnings because of a difference in starting times.

**C. OVERTIME, SATURDAY, SUNDAY HOLIDAYS.**

1. All time worked before and after the established shifts, Monday through Friday, shall be paid at the rate of time and one-half (1-1/2). All work on Saturday shall be paid at the rate of time and one-half (1-1/2). All work on Sundays and/or holidays shall be paid at the rate of double time.
2. **HOLIDAYS.** For the purpose of uniformity, the following holidays shall be observed; and if worked, shall be paid at the rate of double time: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
3. **If an employee does not have eight (8) hours of down-time between shifts, their hours and premium pay shall continue from the previous shift. If an employee has more than eight (8) hours off of work, any work performed after that time-off will constitute a new period and not count towards the previous shift.**

**D. PRE-JOB CONFERENCE.** A Pre-Job Conference shall be held prior to the start of a job upon written notification to the Contractor by the Union.

**E. CALL-IN AND REPORTING PAY.**

1. When Employees report to work (except for weather or conditions beyond the control of the Employer) and are not given the opportunity to work because none is available

or were not notified before the completion of the previous day's work they shall be paid two (2) hours' reporting time.

If an Employee shall stop work for reasons of his own, without the approval of the company representative, he shall be entitled to pay only for the hours actually worked in the day.

2. Any Employee who has been hired or promised a job by the Employer, either directly or through the Union referral system, and is refused employment upon reporting to work, with his tools, shall receive two (2) hours' pay for that day.
  3. When an Employee, upon completing his shift and having left the jobsite premises, is notified by telephone or any other method of notification that he is laid off, he shall be paid two (2) hours of straight-time pay for pick up of tools, provided tools were left on the jobsite.
- F. There shall be no substitution of Employees on overtime work, including Saturday, Sunday or Holiday work. Employers do, however, reserve the right to assign men to such special work as requires their services.

## **ARTICLE 5 – WAGES**

- A. Wage and fringe benefit contributions for Millwrights are as follows:

**EFFECTIVE JUNE 1, 2023 THRU MAY 31, 2024**

Classification	Percent (%)	Gross Wages	Deductions		Fringe Benefits							Total Package	
			Savings	Dues	Health	DB Pension	MUIAR	Apprentice/ Education*	CITF Fund	MW/PD Fund	Industry Fund IAP/CA/CBG Fund		
General Foreman w/Premium	100%	\$45.06	\$0.00	-\$1.69	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$77.58	
General Foreman (JP+3.50)	100%	\$42.81	\$0.00	-\$1.60	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$75.33	
Foreman w/Premium	100%	\$44.56	\$0.00	-\$1.69	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$77.08	
Foreman (JP+\$3.00)	100%	\$42.31	\$0.00	-\$1.60	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$74.83	
Journeyman w/Premium	100%	\$41.56	\$0.00	-\$1.69	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$74.08	
Journeyman	100%	\$39.31	\$0.00	-\$1.60	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$71.83	
<b>Apprentice Hours:</b>													
<b>Indentured on or before 5/31/2020</b>	<b>Indentured on or after 6/1/2020</b>												
4681-6240	6001-7000	95%	\$37.34	\$0.00	-\$1.27	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$69.86
3901-4680	5001-6000	90%	\$35.38	\$0.00	-\$1.27	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$67.90
3121-3900	4001-5000	85%	\$33.41	\$0.00	-\$1.27	\$11.47	\$12.98	\$6.78	\$0.85	###	\$0.05	\$0.26	\$65.93
2341-3120	3001-4000	80%	\$31.45	\$0.00	-\$1.27	\$11.47	\$9.74	\$6.78	\$0.85	###	\$0.05	\$0.26	\$60.73
1561-2340	2001-3000	75%	\$29.48	\$0.00	-\$1.27	\$11.47	\$9.74	\$6.78	\$0.85	###	\$0.05	\$0.26	\$58.76
781-1560	1001-2000	70%	\$27.52	\$0.00	-\$1.27	\$11.47	\$6.49	\$6.78	\$0.85	###	\$0.05	\$0.26	\$53.55
0-780	0-1000	65%	\$25.55	\$0.00	-\$1.27	\$11.47	\$0.00	\$6.78	\$0.85	###	\$0.05	\$0.26	\$45.09
Millwright Assistant		55%	\$21.62	\$0.00	-\$0.89	\$0.00	\$0.00	\$0.00	\$0.85	###	\$0.05	\$0.26	\$22.91

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

The Dues Check Off amount of a dollar amount equal to 4% of employee’s hourly straight time wage 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.

**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, 2024 THRU MAY 31, 2025**

\$2.95 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 shall occur on the first payroll period following June 1.

**EFFECTIVE JUNE 1, 2025 THRU MAY 31, 2026**

\$2.45 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 shall occur on first payroll period following June 1.

- B. The hourly wage rate may be increased or decreased and correspondingly the contribution rates to the various fringe benefit funds may at the option of the Union, after written notification to the Association at least sixty (60) days prior to the effective dates of the increases.

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 Employee's home fringe benefit funds when employing them outside the six county 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 benefits funds otherwise payable under the labor agreement covering the work at the job site. The hourly wage rate the Employee(s) shall receive will be the wage rate set forth in the respective six county area of this Agreement, however, when working outside the six county area the Employee(s) shall receive either the wage rates established in this Agreement or established under the labor agreement covering the jurisdiction of the jobsite or whichever is greater.

C. **FOREMEN AND GENERAL FOREMEN.**

1. On any shift where more than one (1) Millwright is employed on the job, one shall be a Foreman. On any shift where eleven (11) or more Millwrights are employed on the job, at least two (2) of them shall be Foremen. For each additional ten (10) Millwrights, at least one (1) additional Foreman shall be added.
2. On any shift where more than two (2) Foremen are employed on the job, a General Foreman shall be required.
3. In sequence of employing Foremen as specified in (a) above, the General Foreman shall be permitted to be counted as a Foreman.
4. On any shift where more than five (5) Millwrights are employed on the job, Foremen shall not be required to work with their tools, but may do so at their own discretion.
5. Foremen and General Foremen shall be required to maintain membership in the Union in accordance with Article 3 of this Agreement.
6. Millwright Foremen and Millwright General Foremen shall be selected by and be the only representatives of the Employer who can issue instructions to the Millwrights.
7. Foreman's pay shall be \$3.00 over the normal Journeyperson wage; General Foreman pay shall be \$3.50 over the Journeyperson wage.

**D. 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 at a financial institution of the employee's choice at or before quitting time, not later than the fifth work day following the last day of the Employer's established payroll period. In the event that the Employer fails to submit wages on or before the fifth workday following the last day of the Employer's established payroll period, the Employer shall be assessed two (2) hours of straight time wages for each calendar day that the wages remain unpaid.
2. All employees who quit or leave work of their own accord, are terminated because of discharge or are laid off will be paid on the regular pay day, at the Employer's office or by mail.
3. Any Employer violating this section will be deprived of men until such time as proper compensation has been made.
4. All employees who are permanently laid-off because of lack of work shall receive their full pay in their hands or proof of electronic transfer at the next regular pay day. In the event the check or proof of electronic transfer is not received by the laid-off employee or the postmark is later than the end of the Employer's regular pay day, the laid-off employee shall receive an additional two (2) hour's pay for each twenty-four (24) hours of delay.

**E. DISCHARGE.** 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.

**F. PICK-UP TIME.**

1. Employees will be allowed ten (10) minutes pick-up time of personal tools at the end of the shift.
2. Employees shall leave the designated area for storage of tools, or checking in and out, at starting time, at the beginning of their shift and at lunch time. They shall return to the said area at quitting time, at the end of their shift and at lunch time.
3. Employees whose employment is terminated by discharge, layoff for lack of work or who are being transferred to another job site, shall be allowed up to thirty (30) minutes for pick-up and loading of their tools for which they shall be paid.

**G. WORK INJURIES.** 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 they shall be paid for the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.

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.

**H. TRAVEL, MILEAGE AND SUBSISTENCE.**

1. 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.
2. 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.
3. Transfer Between Job Sites. When an Employee is transferred from one job to another, the Employer shall pay for the time required therefore at the prevailing hourly wage rate, (overtime when applicable), plus the necessary transportation fare and cost of transferring his tools.
4. Hauling Material. No Employee shall be required to haul material or tools to or from a job with their own vehicle if the material would harm or cause damage to the vehicle or would require more than a single person to lift. Employees shall not be requested to haul flammable or hazardous material.

**I. TRAINING INCENTIVE.** The contractor will pay a premium of \$2.25 per hour for any Journeyman Millwright if they have and maintain their core training as described below and continue their education through completion of courses.

The following training and certifications shall be required to trigger this incentive:

1. Each Journeyman Millwright must complete and maintain (as required by the respective certification/qualification) the following "core" certifications: CPR, scissor lift (MEWPs), confined space, OSHA 30, Pro 10/EPIC, fall protection, PITO Industrial forklift, and PITO Rough Terrain forklift , rigging and signal person certification/qualification.
2. The following shall also be required to receive the incentive: Each Journeyman Millwright must annually complete a class, or classes, of at least 16 hours of journeyman upgrade , including core and non-core classes or other classes offered by the Training Center, CITF or DET, or through other JATC-approved third-party training in any given contract year between June 1st and May 31<sup>st</sup> . Refreshers for "core" classes shall count towards up to 8 of the 16 hours required for completion of this requirement; and

Employees will receive the Training Incentive in the first payroll period of the quarter following written notification to the Employer that they have completed the required core

training. Once the millwright has achieved the incentive, the pay increase shall last for one year (12 months) following notification. Apprentices who have taken 16 hours of upgrade classes over and above their prescribed course work in the year prior to graduating the program, shall be eligible upon graduation from the apprenticeship program if the other requirements are met.

The foregoing provisions of Section 5(I) will not apply to apprentices.

## **ARTICLE 6 – SUBCONTRACTING**

- A. The Employer agrees not to enter into any individual Agreement which permits his employees to perform their work on any basis of pay other than an hourly rate which shall not be less than the rate specified in this Agreement.
- B. The Employer agrees that when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of this Agreement and at the site of construction, alteration or repair of a building, structure or other work, he will sublet or contract out such work only to an Employer who has signed or is covered by a written labor agreement with the Union. At those jobsites at which the Employer subcontracts work covered by this Agreement, the Employer agrees to employ, or his subcontractor agrees to employ, Union bargaining unit employees. In no event will the subcontracting clause be enforced through economic action.

The Employer further agrees that he will give written notice to all subcontractors that such subcontractors are required to pay their employees the wages and fringe benefits provided for in this Agreement.

## **ARTICLE 7 – 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, 2023 – \$11.47 per hour

Effective June 1, 2024 – to be determined

Effective June 1, 2025 – 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.

**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.

- F. **Flex Choice:** The Parties to this Agreement agree that the Trustees of the MUIAR Defined Contribution Pension Plan and the Carpenters and Joiners Welfare Fund may implement a plan design by which contributions to both aforementioned plans are combined. The combined contribution rates to the Carpenters and Joiners Defined Contribution Pension Plan and the Carpenters and Joiners Welfare Fund shall remain unchanged in the aggregate, but the contributions to each of the two respective plans may vary, in accordance with such plan design, based upon actions of the respective plan trustees.

## ARTICLE 8 – 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, 2023 – \$12.98 per hour

Effective June 1, 2024 – to be determined

Effective June 1, 2025 – 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. The contribution rates established under this Agreement are intended to represent the Employer's total cost for providing defined benefit pension benefits. The Union agrees that it will allocate from the total package all amounts necessary to meet or exceed the funding requirements of the defined benefit pension plan.
- D. 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 31<sup>st</sup> 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 9 – UBC MILLWRIGHT LABOR-MANAGEMENT INDUSTRY PROMOTION FUND**

The parties agree that each Millwright Employer shall make a contribution of five cents (\$.05) per hour worked for each millwright employee covered by this Agreement to the UBC Millwrights Labor-Management Industry Promotion Fund (“Millwright Fund”). Payment shall be made to the Millwright Fund or to such collection agent as is designated by the Millwright 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 Millwright 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 10 – 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 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, unless 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 11 – 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 for which the Employer is obligated to make contributions under this Agreement.
- 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 Apprenticeship and 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 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.

- G. The Employer agrees to abide by the terms and conditions of the Trust Agreements and the Trust Funds provided for herein and accepts the Employer Trustees appointed in accordance with the Trust Agreements as his representatives to administer such Trust Funds and all such past or succeeding Employer Trustees that have been or will be appointed in accordance with the Trust Agreements. The Employer hereby ratifies all actions already taken or to be taken with such Trustees consistent with applicable law and within the scope of their authority, except that the bargaining party retain the authority to ratify mergers by mutual agreement.

- H. In the event the Employer assigns any of his 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 Appendix “A” and Articles 7, 9, 10, and 12 of the Master Agreement for such 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 Regional 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 Employees when working outside the geographical coverage of this Agreement (ii) to assure that such Employer is not required simultaneously to pay contributions to the fringe benefit funds specified in Articles 7, 9, 10, and 12 of this Agreement and also to like fringe benefit funds under the labor agreement having geographical coverage over the job site.
- I. The Employer shall contribute the hourly rate as provided for in this Agreement and the appendices, to the fringe benefit funds provided for in this Agreement.
- J. For the duration of this Agreement, each Employer shall make payments to the Health and Welfare Funds, in addition to any other amounts, to be received, held and used by the Trustees of said Funds as the Employer’s agent solely for the purpose of: (i) the Employer’s portion of the FICA taxes which may be payable pursuant to section 3(b)(1) of Public Law 97-123 and/or (ii) pay possible reasonable compensation to the Trustees for providing the FICA tax payment administrative services.

During the life of this Agreement, each Employer shall pay to the appropriate Pension Fund provided for in this Agreement, for each apprentice, the amount specified (A) only for hours actually worked.

- K. For contributions to the Millwright Union Individual Account Retirement Fund, see Article 10 of the Agreement.
- L. The Employer shall be required to pay on hours worked under the jurisdiction of the Collective Bargaining Agreement but no less than one hundred sixty (160) 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 and managing agent performs any work covered 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 a child of a corporate officer, stockholder, director or managing agent is a qualified member of the bargaining unit does not participate in the corporate decision making and does not assist in directing or controlling the workforce, the minimal payment of one hundred sixty (160) hours per month may be waived by the Trustees as long as all actual hours are reported to the Fund.

- M. In the event the gross assets of a Health Fund provided for in this Agreement drop to an amount which is equal to twelve (12) months of estimated average benefit payments and operating expenses, while maintaining the same level of benefits, as determined by the Trustees as of June 1st and December 1st in any year, the hourly rate of contribution to the Health Fund shall be increased by an amount determined by the Trustees to be necessary to maintain existing benefit levels effective with the calendar month following the month the Trustees notify the Union and the Associations of such determinations. Any increases which are determined by the Trustees to be necessary to maintain existing benefits shall be derived entirely from a corresponding reduction in the respective base hourly wage rates set forth herein.
- N. **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 12 – APPRENTICESHIP AND TRAINING FUND**

- A. Each Employer covered by this Agreement shall make contributions to the Carpenters and Joiners Apprenticeship and Journeyman Training Trust 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 9.1 shall be made in a single payment in a check made payable to "Carpenters and Joiners Apprenticeship and Journeyperson Training Trust 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 Milwaukee Carpenters' District Council Health Fund or such other health fund is applicable in the event of a merger as contemplated by Article VII.
- C. The Payments received by the Fund pursuant to this Article shall be dedicated to the participants and used by the Trustees for the purposes of training apprentices and journeypersons in the carpenter craft and related occupations and such other purposes as provided for in the Fund Trust Agreement.
- D. Payments to the Apprenticeship and 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 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 Employer agrees to abide by the terms and conditions of the above-mentioned 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.
- F. 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 Fund shall be made no later than the last day of the following month for which work is performed and shall be remitted in accordance with the instructions of Trustees of the respective Fund.

The Employer hereby also agrees to be bound by the Trust Indenture Agreement as now slated or as later restated or amended applicable to the respective United Brotherhood of Carpenters Trust Fund described above.

On request, each Employer and/or Union shall receive a copy of the Fund's 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 13 – 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 amount of twenty-one (\$0.21) cents per hour for actual time worked by such Employee with a maximum of forty (40) straight-time hours per week. 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 with the required remittance report to IAP/CA, P.O. Box 507, Brookfield, WI 53008-0507.

Of the \$0.21 per hour the IAP will remit \$0.13 per hour to the IAP/CA, \$0.02 per hour to CLMC as management's contribution to CLMC including the funding of Big Step. The IAP will also remit \$0.06 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 contribution of twenty-one (\$0.21) cents per hour, 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 payments to the IAP/CA Fund, and after the Allied Construction Employers Association (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 attorneys' 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 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 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 Association, 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 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 13.
- 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 that the members will allocate from their total package.

- I. **HOME FUNDING.** The Employer shall be allowed, at the Employer's option, to home-fund fringe benefits for employees traveling outside the geographic jurisdiction of this Agreement but within the jurisdiction of the North Central States Regional Council of Carpenters (NCSRCC), provided: 1) the Employer is signatory or agrees to become signatory to the NCSRCC Council Wide Agreement or a NCSRCC collective bargaining agreement covering the work in the geographic jurisdiction in which the work is being performed; and 2) provided that that other NCSRCC Agreement also contains this or another homefunding provision (or is the NCSRCC Council Wide Agreement or the UBC #1 Agreement).

Should the Employer perform work covered by an agreement within the NCSRCC jurisdiction without becoming signatory to an agreement covering such work, this Section shall not apply to said Employer. In such case, the Union will notify the Employer and the Association in writing, which notice shall only be effective upon delivery and provide the Employer a two week period to cure the violation. Should the Employer fail to cure the violation, this home funding clause shall cease effective on the following work month. The Employer may challenge the Union's assertion through the dispute resolution process contained in this Agreement.

The employer will notify the union and affected fund offices when home funding under this article.

Under such circumstances, the following provision shall apply:  
When the Employer assigns an employee to work outside the geographic jurisdiction of this Agreement, the Employer will pay the total taxable wage, the savings withholding/remittance, the defined benefit pension, defined contribution, and health

funds at the home area rates specified in this Agreement to the home area funds specified in this Agreement. The working dues checkoff withholding/remittance, and all other nontaxable fringe benefits, including training, UBC funds, LMC, IAP, etc., will be paid to the funds specified in the NCSRCC agreement covering the geographic jurisdiction in which the work is being performed, and at the rates specified in that agreement.

Employees traveling to work outside the geography of this Agreement shall not be paid less than the total package required in their home area under this Agreement. In the event the total package for the area in which work is being performed is higher than the total package under this Agreement, the additional amount shall be added to the base wage of the employee to equalize the total package paid to the traveling employee with the total package the applies in the area where the work is being performed.

An employer that home-funds fringe benefits for an employee in compliance with this home-funding provision shall not under any circumstances be required to additionally pay the same fringe benefits under this Agreement and an Agreement covering the geography where the work was performed (i.e., no double payment of fringes).

Nothing in this Section shall prevent the Union and Employer from mutually agreeing to terms that differ from this Section.

## **ARTICLE 14 – BONDING**

- A. All new Employers will be required, upon signing a collective bargaining agreement, to post, on a form approved by them, with 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 Business Manager 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.

- B. **CENTRAL DEPOSITORY.** 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.

## **ARTICLE 15 – UNEMPLOYMENT AND WORKER'S COMPENSATION**

- A. Every Employer who is subject to this Agreement, regardless of the number of persons employed by such Employer, shall obtain coverage under the Worker's and Unemployment Compensation Acts of the State of Wisconsin. Certificates evidencing current coverage under such Acts shall be filed with the Union.
- B. **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 50% of the employee's normal rate of pay. All fringe benefits will be paid on all hours worked. In addition the employee shall receive Worker's Compensation temporary partial disability payments.

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

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

It is agreed if an employee on Light Duty Work is laid off and is still entitled to any Workers' Compensation benefits and is denied same, the Safety Director of the AGC will assist in reinstating Workers' Compensation benefits to said employee. In any event, the Employer will not deny the Unemployment Compensation claim of the laid off employee while the reinstatement is pending.

2. **Non Work Related Injury.** If available and at the option of the Employer, an employee who is receiving disability payments from the Health Fund may be offered light duty work based on the following conditions:
  - 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 50% of the employee's normal rate of pay, plus loss of time benefit at the full amount subject to limitations set forth in the Trust Agreement. All Fringe Benefits will be paid on all hours worked.

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

## **ARTICLE 16 – GENERAL AND MISCELLANEOUS PROVISIONS**

- A. **UNSAFE WORKING CONDITIONS.** No Millwright shall be required to work alone on a job that is considered hazardous. A Millwright who deems a job hazardous shall not be discriminated against if he refuses to work alone on such a job. The Employer agrees that two (2) Millwrights shall work together on jobs such as running belts or drives, on scaffolding or in open pits, where loads are passing overhead, or when welding or burning in hazardous areas.

**B. STORAGE OF TOOLS.**

1. Employers are to furnish reasonable and comfortable quarters to their employees and a safe place for storage of their tools; such quarters to be used by Millwrights for their tools only.
2. Each employee shall make available to the Employer an inventory list of tools which may be confirmed through inspection by the Employer or his representative prior to starting the job.
3. Tools broken or damaged on the job and turned in shall be replaced by the Employer.
4. 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 the Employee(s)
5. Employer is to provide all precision tools and power tools.

**C. SANITARY QUARTERS.**

1. Sanitary toilet facilities, indoors as soon as possible, otherwise properly enclosed and maintained.
2. Potable water and sanitary cups shall be available in adequate amounts. The Employer shall provide sink and water for the purpose of washing hands where practical.

**D. SAFETY.**

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 including body harnesses and lanyards are the Employer's property.

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

**F. COFFEE BREAK.** There shall be a ten (10) minute coffee break at the site of the work, as near as possible to the middle of the first half of each shift only, to be scheduled by the Employer based on job conditions. No additional time is allowed to acquire coffee or food at a place away from the work site.

- G. It is further agreed that the Employer will carry public liability insurance, property damage insurance and pay social security taxes regardless of the number of men employed. Certificates of insurance shall be on file at all times at the office of the Union.
- H. **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.
- I. **SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM.** See Exhibit II.
- J. **PREVAILING WAGE REPORTS.** The Employer shall submit prevailing wage reports to the Department of Workforce Development or the Union on all jobs of eighty (80) Millwright hours or more.
- K. **CELL PHONES.** The personal use of company or personal cell phones shall be prohibited during working hours unless extenuating circumstances arise. Personal cell phones may be used for personal calls only during lunch and coffee breaks. Personal use of company phones will be prohibited at all times unless extenuating circumstances arise or unless otherwise permitted by the company.
- L. **PORTABILITY/MOBILITY.** The contractor shall have one hundred percent (100%) portability/mobility of millwrights employed by the contractor anywhere within the area covered by the Regional Council provided the contractor agrees to sign and be bound by the provisions of the applicable collective bargaining agreement in the area the company is performing work.
- M. **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 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.
- N. **SPECIAL PROJECT AGREEMENTS.** - The parties will continually monitor the effectiveness of this Agreement relative to market conditions so that this Agreement can be modified where necessary to assure work opportunities for employees and the competitive position of the Employers. Such modification may take the form of adjusting this Agreement for a particular project, portion of a project or area to put signatory contractors in a more competitive bidding position. Such modifications must be reduced to writing and signed by an authorized representative of the Union and an authorized representative of the Employer.
- O. **SICK LEAVE:** It is the mutual intent of the Employer and Union that the wage package described in this Agreement, including but not limited to the savings plan contribution, shall satisfy any present or future city ordinance, and /or state or federal laws or regulation that addresses paid sick time or other paid leave or time off. The Employer and the Union further agree that this paragraph is intended as an express exemption from any city ordinance, and/or state or federal law or regulation that permits such exemption. In the event that the Employer is required to accrue or award paid sick time or other paid leave

or time off under any city ordinance, and/or state or federal law or regulation, the Employer and the Union will meet and bargain over such effects to reach a mutually agreeable solution.

## **ARTICLE 17 – UNION REPRESENTATIVES**

### **A. STEWARDS.**

1. The Union shall have the privilege of having a steward on the jobs of the Employer. Such steward shall be a Millwright Journeyman and be a member of the Union, but may not be a foreman. Stewards shall not be discriminated against by the Employer. No steward shall be laid off, transferred or discharged without forty-eight (48) hours prior notice to the Union and the steward, except where mutually agreed to between the Employer and the steward. A steward shall be the second to last man laid off excluding the job site foreman.
2. 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 visit the job site must be obtained from the Employer or the Employer's designated representative.

## **ARTICLE 18 – APPRENTICES**

- A.** It is agreed that each Employer shall be allowed one (1) apprentice for each journeyman. 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 Journeymen's hourly wage rate as set forth in Appendix "A". During the term of this Agreement, this Section may be amended to meet new State Apprenticeship guidelines.
- B.** All apprenticeship applicants must meet the eligibility requirements as stated in the Apprenticeship Standards of the Southeast Wisconsin Carpentry Joint Apprenticeship and Training Committee. All apprentices are to be indentured under supervision of the Department of Industry, Labor and Human Relations of the State of Wisconsin pursuant to the provisions of the Apprenticeship Standards of the Southeast Wisconsin Carpentry Joint

Apprenticeship and Training Committee and the Wisconsin Apprenticeship Law. (Chapter 106, Wisconsin Statutes).

- C. The Employer shall provide every opportunity possible to enable the apprentice to become a skilled craftsman.

The Employer agrees that the development of a well-trained work force is important to the Employer and the Union. Therefore, in a spirit of cooperation, the Employer agrees to indenture a reasonable amount of Millwright apprentices in order to fulfill the needs of the industry.

- D. The Employer may hire one (1) Assistant Journeyman Millwright for the first apprentice employed by the company. The Employer may hire two (2) Assistant Journeymen for each additional apprentice employed by the company. The Assistant Journeyman shall be assigned to assist a Journeyman Millwright in the performance of his/her work and shall act under the direction of the Journeyman Millwright. This classification shall not be applied to any prevailing wage or power plant work.

The Employer and the Union shall take affirmative steps to advocate and encourage the Assistant Journeyman to enter into a UBC affiliated apprentice school.

The Assistant Journeyman shall be paid at fifty-five percent (55%) of the Journeyperson wage rate in the area where the work is performed with no contributions to the fringe benefit trust funds (ie: Health, Pension and MUIAR). In no event will the Assistant Journeyman be paid less than Ten Dollars (\$10.00) per hour or less than the amount contained in any applicable minimum wage laws but shall be paid whichever is greater. The Assistant Journeyman shall be required to secure a permit from the Union as a condition of employment.

Employers who fail to maintain the ratio of apprentices to Assistant Journeyman at any time shall be liable for the payment of full Journeyman Millwright wages and benefits for all work performed by the Assistant Journeyman during the period of noncompliance.

## **ARTICLE 19 – SETTLEMENT OF DISPUTES**

### **A. Arbitration.**

1. 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”.

2. 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.
3. 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.
4. 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 – NO DISCRIMINATION**

It is agreed that there shall be no discrimination by either the Employer or the Union against any employee or group of employees because of race, color, creed, sex, sexual orientation, age, marital status, ancestry, arrest record, genetic testing, military service, pregnancy, childbirth, disability or national origin.

## **ARTICLE 23 – 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 Employer's 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 person on strike.

## **ARTICLE 24 – PLANT MAINTENANCE, REPAIR AND RENOVATION**

Whereas the Employers are engaged in the business of plant maintenance, repair and renovation with various industries, and this work is of importance to the Union, and it being recognized that there is an essential difference in conditions required to perform this type of work, the Union and Employers agree to a feasibility study for their mutual benefit covering work of this nature. If an Agreement is reached by both parties, said agreement could be put into effect at such time as agreed upon. This study shall be invoked during the life of this Agreement.

## **ARTICLE 25 – 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, 2026 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, 2026 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.**

**EASTERN WISCONSIN ERECTORS ASSOCIATION, INC.**

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1<sup>st</sup> day of June, 2023.

**ALLIED CONSTRUCTION  
EMPLOYERS ASSOCIATION**

**NORTH CENTRAL STATES  
REGIONAL COUNCIL OF CARPENTERS**

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**EASTERN WISCONSIN  
ERECTORS ASSOCIATION**

**MILLWRIGHT BARGAINING COMMITTEE**

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## **EXHIBIT I – 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"), the Eastern Wisconsin Erectors Association, Inc. ("Employer Associations") and the Milwaukee Office of 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 current 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**

All signatory contractors may engage in pre-employment drug testing of Union members covered by the current Millwright Agreement (“Agreement”), as long as the pre-employment testing procedure is done as provided in the Substance Abuse Testing and Assistance Program, Exhibit I of the Agreement.

## **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' Regional 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 Millwright Agreement in addition to all alumni and non-bargaining unit employees participating in the Milwaukee Carpenters' Regional 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.

## **5. COUNSELING OR TREATMENT**

- a. The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.
- b. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements of the fund . The trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.
- c. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph IV "Rehabilitation".
- d. Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. These tests shall be at the Contractor's expense.
- e. The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties; therefore, to protect the employee's rights any test results shall be disclosed only to the testing lab, the Contractor, Medical Review Officer, employee, and Union Representative.
- f. Within three (3) working days of notification by certified letter or hand delivered with receipt of a positive test result, an employee may request that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

## **6. REHABILITATION**

- a. 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.
- b. 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.

## **7. MISCELLANEOUS PROVISIONS**

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

**C. CONCLUSION**

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

**EXHIBIT A – CONSENT TO BREATH AND/OR BLOOD TEST**

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B – CONSENT TO URINALYSIS**

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

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**CENTRAL DEPOSITORY/ELECTRONIC TRANSFER**

The employers wish to establish through ACEA a Central Depository to insure the fast, speedy transfer of funds to all parties on a simplified basis for all of the contracts negotiated with ACEA and other participating associations.

Such depository should include the electronic filing of fund forms and electronic payments as well as allowing for the filing of paper forms and checks for companies that so choose.

This process will eliminate paperwork for contractors such as the cutting of multiple checks as well as allow for the fast redistribution of funds to the respective funds.

This is a complex undertaking that must be carefully set up. We ask the Union's help in investigating and implementing a program that is beneficial to both parties.

By signing this agreement both parties agree to work towards the development of a single Central Depository which will not be implemented without the approval of both the Contractor's Associations and the Union.

**ALLIED CONSTRUCTION  
EMPLOYERS ASSOCIATION, INC.**

**NORTH CENTRAL STATES  
REGIONAL COUNCIL OF CARPENTERS**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Craft \_\_\_\_\_

Management Committee Chairman \_\_\_\_\_

Union Committee Chairman \_\_\_\_\_

## MEMO OF UNDERSTANDING

The Union and the Employer are committed to advancing and promoting the skills and training opportunities for Millwrights working in the Millwright Industry in the Milwaukee Region of the North Central States Regional Council of Carpenters. In furtherance of this goal, the parties shall establish a feasibility committee composed of two (2) representatives from the employer association and two (2) representatives of the Union who shall begin meeting each month to develop a plan to achieve this common goal.

The plan shall include the development of a curriculum and an economic incentive for Millwright workers to participate in skill advancement and safety training through the establishment of an independent fund among the parties and provide monetary remuneration for those Millwright workers who successfully participate and complete the required training.

This program shall be jointly administered and monitored by the parties with quarterly reports issued to both the association and the Union detailing the curriculum, the current participants and graduates from the program. A list of graduates from this program shall be distributed to all signatory employers to promote employment opportunities.

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

**EASTERN WISCONSIN ERECTORS  
ASSOCIATION, INC.**

**NORTH CENTRAL STATES  
REGIONAL COUNCIL OF CARPENTERS**

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