

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.,
ASSOCIATED GENERAL CONTRACTORS OF GREATER
MILWAUKEE, INC.,
AND FLOOR COVERERS' ASSOCIATION OF SOUTHEASTERN
WISCONSIN



2020 - 2023

TABLE OF CONTENT

ARTICLE 1 – RECOGNITION AND PRIOR AGREEMENTS.....	1
ARTICLE 2 – UNION SECURITY.....	1
ARTICLE 3 – SCOPE OF WORK	3
ARTICLE 4 – HOURS OF WORK AND OVERTIME.....	6
ARTICLE 5 – WAGES.....	9
ARTICLE 6 – SUBCONTRACTING.....	13
ARTICLE 7 – HEALTH AND ANNUITY FUND	14
ARTICLE 8 – PENSION FUND.....	16
ARTICLE 9 – APPRENTICESHIP AND TRAINING FUND.....	17
ARTICLE 10 – GENERAL PROVISIONS GOVERNING PAYMENTS TO THE FRINGE BENEFIT FUNDS.....	18
ARTICLE 11 – INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION	21
ARTICLE 12 – LABOR MANAGEMENT REVIEW COMMITTEE	22
ARTICLE 13 – LABOR MANAGEMENT COOPERATIVE FUND AND CONSTRUCTION BUSINESS GROUP	22
ARTICLE 14 – UNEMPLOYMENT AND WORKER'S COMPENSATION	23
ARTICLE 15 – GENERAL AND MISCELLANEOUS PROVISIONS	24
ARTICLE 16 – SPECIAL WORK RULES	25
ARTICLE 17 – FOREMEN.....	28
ARTICLE 18 – UNION REPRESENTATIVES	29
ARTICLE 19 – APPRENTICES.....	30
ARTICLE 20 – SETTLEMENT OF DISPUTES	30
ARTICLE 21 – PICKET LINE.....	31
ARTICLE 22 – JURISDICTIONAL DISPUTES.....	31
ARTICLE 23 – MOST FAVORED NATIONS.....	31
ARTICLE 24 – SEPARABILITY CLAUSE	31
ARTICLE 25 – NO DISCRIMINATION.....	31
ARTICLE 26 – DURATION OF AGREEMENT	32

2020-2023 COMMERCIAL CARPENTERS' AND FLOOR COVERERS' AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of June, 2020 by and between ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC. (ACEA), the FLOOR COVERERS' ASSOCIATION OF SOUTHEASTERN WISCONSIN (affiliated with ACEA), and the ASSOCIATED GENERAL CONTRACTORS OF GREATER MILWAUKEE, INC. (AGC) hereinafter referred to as the "Associations," and NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as the "Union."

WITNESSETH

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

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

ARTICLE 1 – RECOGNITION AND PRIOR AGREEMENTS

- 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 Journeyman Carpenters, Floor Coverers, and Apprentices, over which the Employer has control. The provisions of this Section shall not prevent the Union from making claims for other work.
- 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. The Associations on behalf of their members do not have authority to extend Section 9(A) recognition to the Regional Council.
- C. This Agreement represents a consolidation, reorganization and restatement of, and replaces the 2017-2020 Commercial Carpenters' & Floor Coverers' Agreement, which constituted, collectively, the Agreement in effect between the Associations and the Union just prior to the execution of this Agreement. It is the intention of the parties that such consolidation, reorganization and restatement shall not affect the continuity of the contractual relations between the Associations and the Union as such continuity existed heretofore.

ARTICLE 2 – UNION SECURITY

- A. **UNION SHOP.** All present employees covered by this Agreement who are members of the Union on the effective date of this Section, shall remain members in good standing as a condition of continued employment. All present employees who are not members of the Union on the effective date of this Section, and all employees who are hired after such

effective date, shall as a condition of continued employment, become and remain members of the Union during the life of this Agreement, after the seventh (7th) calendar day after their employment by any Employer or Employers covered by this Agreement, or seven (7) days after the effective date of this Section, whichever is later. Such seven (7) day period after which an employee is to join the Union shall be computed from the first day such employee enters the employment of any Employer covered by this Agreement. The Union agrees to furnish journeypersons and apprentices on a nondiscriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays and Holidays, after notice by the Employer.

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

- B. Should the Employers fail to comply with Article 2 (A), in its entirety, it shall become optional with the Union to furnish its members to said Employers. Article 2 (A) and (B) shall be enforceable only to the extent allowed under applicable state and federal law, and shall under no circumstances be interpreted or utilized for any purpose in violation of 2015 Wisconsin Act 1, subject to modification or repeal by legislative act and subject to any court decision rendering 2015 Wisconsin Act 1 ineffective, in whole or in part.

C. **WORKING ASSESSMENT.**

1. Upon the Union's receipt of an employee's written authorization, which shall be irrevocable for not more than one year or the term of this Agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, working assessment in the amount certified to the Employer by the Union as representative of that required of all members to maintain membership in the Union, and remit the same in an amount as specified in accordance with the current wage sheet as provided by the Union as specified under Article 10 on a remittance form showing the names and amounts from whom the deductions were made in the amount required for the particular area where the work is performed. Such form shall also show the various fund contributions made by the Employer pursuant to this Agreement. The Union shall furnish the Employer with a copy of the employees' written authorization. Failure of the Union to submit such authorization shall relieve the Employer of the obligation to deduct the working assessment. Such written authorization by an employee may be revoked by the employee during a ten (10) day period prior to the anniversary or termination date of this Agreement, whichever occurs first. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods during the term of this Agreement.

2. **AUTHORIZATION.** The employee's written authorization shall require that the employee acknowledge that employment in the construction industry may cause the employee to be employed by several different employers signatory to this collective bargaining agreement and that the authorization will extend to all employers for whom the employee may perform work under the terms and provisions of the collective bargaining agreement in force and effect as of the time of employment. It shall be the

Union's obligation to provide each employer with a copy of each employee's current written authorization upon the establishment or re-establishment of an employment relationship.

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

ARTICLE 3 – SCOPE OF WORK

A. CARPENTERS

1. The term “carpenters” and the term “joiners” are synonymous and in either case shall mean one who performs the work normally allotted to this trade which is described as follows:
2. The framing, erecting and prefabrication of roofs, roof trusses, partitions, floors and other parts of buildings of wood, metal, plastic or other substitutes. The erection of Stran Steel sections or its equal. The building and setting of all concrete forms and decking, and the dismantling of same when they are to be reused anywhere. The cutting and hanging of all frameworks for roofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by the carpenters. The setting of wood templates for anchor bolts for structural members and for machinery and the placing, leveling and bracing of those bolts. All framing in connection with the setting of metal columns. The setting of all bulkheads, the setting and fabricating of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member.
3. The handling of materials from the point of distributive stockpile. The handling of all fixtures from the delivery truck.
4. The building and moving of all scaffolding, runways and staying where carpenter's tools are used, the building from the ground up of all scaffolds over fourteen (14) feet in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood.
5. Any tarps or plastic material used for the construction of temporary wind break and weather protection, but not including coverings for concrete slabs and building materials is the work of the carpenter.
6. The cutting or framing of openings for pipes, conduits, ducts, etc. where they pass through floors, partitions, walls, roofs or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts, backing and sleeves for pipes, ducts, and fixtures, etc. where carpenters' tools and knowledge are required. The welding of studs and other fastenings to receive material being applied by the carpenters.

7. The installation of all interior and exterior trim or finish of wood, aluminum, hollow or extruded metal, plastic, doors, transoms, thresholds, wood or laminate counter tops and windows. The setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used. The installation of all wood, metal or other substitutes of casings, mouldings, chair rail, wainscoting, china closets, base or mop boards, wardrobes and metal partitions. The complete laying out, fabrication and erection of stairs. The making and installation of all fixtures, cabinets, shelving, racks, louvers, miscellaneous accessories, etc. The application of all hardware in connection with our work. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. The manufacture, fabrication and installation of all screens, storm sash, storm doors and garage doors, the installation of all weather stripping, inside and outside blinds, the installation of wood, plastic or metal awnings, door shelters, jalousies, optical tooling and plastic welding.
8. The installation of all material used in drywall construction such as plasterboard, and other composition boards. The application of all materials which serve as a base for acoustic tile, except plaster. All acoustical applications.
9. The building of all barricades and enclosures including, but not limited to, containment units.
10. The installation of rock wool, cork and other insulation material used for sound or weatherproofing. The removal of caulking and replacing of staff bead and brick mold and all Oakum caulking, substitutes, etc. and all other caulking in connection with carpenter work.
11. The installation of chalk boards.
12. The operation of all winches and forklifts used to raise wooden structures.
13. The erection of porcelain enameled panels and siding.
14. The installation, erection, construction and completion of the following work shall be contracted for by the Employer and shall be assigned to and performed by journeyperson carpenters and apprentices.
15. All carrying bars, purlins and furring regardless of size, light iron and metal furring of all description, such as rods, channels, flat iron, Nailock, Screwlock, Pomeroy, T.Bar, H.Bar, Z.Bar, metal splines; all light iron and metal studs such as Stran Steel, Penn metal, Truscon and all other types of light iron and metal studs and all other light iron furring erected to receive lath and plaster or acoustical materials.
16. The nailing, tying and fastening of all wire and metal lath such as wire cloth, wire mesh, expanded metal lath, hybrid lath and rib and flat expanding metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings on any of the above types of light iron and metal furring which receives lath and plaster or acoustical materials; the placing of all types

of floor lath such as hyrib, paperback steelflex floor lath, Penn metal rib and all other appurtenances connected therewith.

17. The tying, nailing, clipping or fastening of all types of lath regardless of size such as wood lath, plaster board, button board, flaxilium board, bishopric celotex, gypsum lath, rocklath, sheetrock or any and all types of materials erected to receive or hold plaster or acoustical material.
18. The erection of any and all mechanical acoustical systems such as Cuppies, Economy, Fiberglas, Lock Products, National Rollingmills, Chicago Metalic, Armstrong, Jackson, Reynolds Aluminum Securities, Interlock Grid or any other type or kind which takes the place of same to which acoustical material is attached or adhered and to include all metal insulated panels.
19. The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base, base screed and any and all other metal plastering accessories which are covered and/or serve as a ground, guard or screed for plaster material.
20. The work of the fabrication of all materials on a job shall be assigned to journey person carpenters and apprentices.
21. Carpenters shall use or operate any tools or equipment of the trade necessary to perform the above stated work.

B. FLOOR COVERER

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

ARTICLE 4 – HOURS OF WORK AND OVERTIME

A. WORK DAY.

1. **HOURS OF WORK.** The work day shall consist of eight (8) consecutive hours between 6:00 A.M. and 6:00 P.M. as designated by the Employer, exclusive of a 30 minute lunch period to commence at the midpoint of the workday.
2. **OPTIONAL FOUR TENS:** Upon mutual agreement of the Employer and a majority of employees, the Work Week may consist of a four day, forty-hour week, Monday through Friday, with ten (10) consecutive hours between 6:00 A.M. and 6:00 P.M., exclusive of a 30 minute lunch period to commence at the midpoint of the Work Day. Overtime rates shall be paid after ten (10) hours per day and forty (40) hours per week.
3. **MAKE-UP DAYS:** (Weather Related or Conditions Beyond the Control of the Employer) Ten hour days may be implemented at the straight-time hourly wage rate, provided there is mutual agreement between the Employer and employees. Example: When employees are unable to work because of weather related or conditions beyond the control of the Employer, ten-hour days for the remainder of the workweek may be used whether an 8 or 10 hour workday was previously scheduled at the start of the workweek.

Employees who have signed a Voluntary Make-Up Agreement and have lost time during the regular work week to weather related problems or conditions beyond the control of the contractor may make up lost time on Saturday up to 40 hours for the week and eight hours for the day at straight time rates. All time over 40 hours for the week and eight hours for the Saturday shall be at overtime rates. In order for Saturdays to be used as make-up days at straight time, the Union must be notified not later than 4:30 P.M. on Friday who will be working and where they will be working. Employees will not be discriminated against for refusing to work on Saturday Make-Up days.

4. The starting time on a given job shall be the same for all employees when practical over which the Employer has control with notice to union.
5. The designated starting time can be changed only at the start of a new job or at the start of a workweek, except as outlined in Article 4 (A)(3)
6. The designated starting time shall not be altered during the workweek, except as outlined in Article 4 (A)(3)
7. 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.
8. The designated starting time shall not be altered for the purpose of avoiding overtime pay.

B. **WORK WEEK.** The Work Week shall consist of five days, Monday through Friday inclusive.

C. **SHIFT OPERATIONS.**

1. **REGULAR SHIFTS.** Whenever a three (3) shift operation is used between 12:00 midnight Sunday and 8:00 A.M. Saturday, the first shift shall consist of eight (8) hours as designated in Article 4 (A)(1) above. The second shift shall consist of eight (8) hours of work at a premium of 7% on the hourly wage. The third shift shall consist of eight (8) hours at a premium of 14% on the hourly wage.
2. **OTHER SHIFTS.** On all other shift operations between 12:00 midnight Sunday and 8:00 A.M. Saturday, regardless of whether the regular day shift is actually worked, the shift(s) shall consist of eight (8) or ten (10) hours' work at the straight-time hourly wage rate, however, shifts starting between 12 Noon and 6:59 P.M. shall be compensated by an additional five percent (5%) per hour of the Journeyperson Carpenter wage rate. Shifts starting between 7:00 P.M and 12 Midnight shall be compensated by an additional eight percent (8%) per hour of the Journeyperson Carpenter wage rate. All work performed outside of the designated shift shall be paid for at over time rates.
3. All shifts as described in this Section unless otherwise provided for shall have a thirty (30) minute lunch period commencing at the midpoint of the shift and shall not be considered as time worked.
4. The time of all shifts must be designated for each job. No broken shifts shall be allowed at shift rates.
5. The Employer shall have the right to designate shift hours. An employee may not work more than one shift in twenty-four (24) hours unless there is at least eight (8) hours between shifts. If the time between shifts is less than ten (10) hours the employee shall be compensated for the hours worked more than eight (8) hours but less than ten (10) hours from the previous shift at the time and one-half rate (1-1/2).
6. **SUNDAYS.** All work performed on Sunday shall be paid at double time. Notwithstanding, this section shall not apply to shifts scheduled under Sections 4(C)(1) and 4(C)(2) that begin at 6:00 p.m. or later on Sunday provided the Employer notifies the Union in writing and the Union agrees in writing to permit a Sunday night Shift.

D. **OVERTIME.**

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

- b. Double time shall be paid on Saturday for all work performed in excess of eight (8) hours on the first shift and for all hours worked on the second and third shifts.
 - c. **RESIDENTIAL ONLY MAKE-UP DAY.** Employees who have signed a Voluntary Make-Up Agreement and have lost time during the regular work week to weather related problems or conditions beyond the control of the contractor may make up lost time on Saturday up to 40 hours for the week and eight hours for the day at straight time rates. All time over 40 hours for the week and eight hours for the Saturday shall be at overtime rates. In order for Saturdays to be used as make-up days at straight time, the Union must be notified not later than 4:30 P.M. on Friday who will be working and where they will be working. Employees will not be discriminated against for refusing to work on Saturday Make-Up days.
3. **HOLIDAY WORK.** (As designated by Federal Government Regulations) all work performed on New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day shall be paid at double time. No work shall be performed on Independence Day or Labor Day without a permit from the Regional Director of the North Central States Regional Council of Carpenters, which shall be given only to protect property and in which event double time must be paid for such work. For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday, and falling on a Saturday shall be observed on the preceding Friday, without pay.
4. **HOLIDAY WORK.** It is agreed that the intent of this section change is if a holiday falls on a Saturday it shall be observed on the preceding Friday without pay. If the said Friday is worked by any employee, the Friday shall be paid at straight time rate unless the Federal Government designates the Friday as the observed paid holiday and any employee working said Friday will be compensated at the holiday double time rate.
5. If a holiday falls on a Sunday, it shall be observed on the following Monday without pay. If the said Monday is worked by any employee, the Monday shall be paid at straight time rate unless the Federal Government designates the Monday as the observed paid holiday and any employee working said Monday will be compensated at the holiday double time rate.

E. CALL IN AND REPORTING PAY.

- 1. Any employee for whom no work is provided, shall receive not less than two (2) hours pay at the regular straight time hourly rate, but not less than four (4) hours pay at the regular straight time hourly rate for employees who commence work, and straight time hourly pay for the actual hours worked exceeding four (4) hours. This provision shall not apply where the employee is provided with notice of no work prior to the completion of the previous day's shift.
- 2. Whenever minimum-reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time that they receive pay, unless released sooner by the Employer.

3. The provisions of this Paragraph are not applicable where the employee voluntarily quits or lays off or is out by reason of a strike, or as provided within this Paragraph, in which case the employee shall be paid for the actual time worked.
- F. **LAY-OFF/DISCHARGE NOTICE.** All employees shall be given one-half (1/2) hour notice prior to lay-off or discharge without regard to the reason for such lay-off or discharge.
 - G. **REPORTING AREA.** Employees shall leave the designated area for storage of tools, or checking in and out, at starting time, at the beginning of the shift and at lunch time. They shall return to the said area at quitting time, at the end of the shift and at lunch time.
 - H. **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.
 - I. **TRAVELERS CLAUSE**
 1. In the event that the employees are required to work outside the geographic jurisdiction of their home local, they shall be paid the higher rate of wages and fringe benefit contributions rates under the agreement covering the employee's home local or the agreement covering the area where the work is being performed.
 2. **PORTABILITY/MOBILITY.** The contractor shall have one hundred percent (100%) portability/mobility of carpenters employed by the contractor anywhere within the area covered by the Regional/District Council administering this Agreement provided an Agreement is signed in the area where the work is performed.

ARTICLE 5 – WAGES

- A. **WAGES.**
 1. Wage and Fringe Benefit contributions for Carpenters and Floor Coverers are as follows:

CARPENTERS WAGE RATES EFFECTIVE JUNE 1, 2020 THRU MAY 31, 2021

Classification		Percent (%)	Gross Wages	Deductions		Fringe Benefits							Total Package
				Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	UBC Fund	Industry Fund IAP/CA Fund	LMFC*	
Foreman		100%	\$42.87	-\$0.25	-\$1.59	\$10.86	\$12.31	\$2.23	\$0.74	\$0.10	\$0.18	\$0.09	\$69.38
Sub-Foreman		100%	\$40.92	-\$0.25	-\$1.59	\$10.86	\$12.31	\$2.23	\$0.74	\$0.10	\$0.18	\$0.09	\$67.43
Journeyman		100%	\$38.97	-\$0.25	-\$1.59	\$10.86	\$12.31	\$2.23	\$0.74	\$0.10	\$0.18	\$0.09	\$65.48
Apprentice Hours:													
Indentured on or before 5/31/2020	Indentured on or after 6/1/2020												
5461-6240	6126-7000	95%	\$37.02	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.18	\$0.09	\$59.75
4681-5460	5251-6125	85%	\$33.12	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.18	\$0.09	\$55.85
3901-4680	4376-5250	80%	\$31.18	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.18	\$0.09	\$53.91
3121-3900	3501-4375	70%	\$27.28	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.18	\$0.09	\$50.01
2341-3120	2626-3500	65%	\$25.33	-\$0.25	-\$1.20	\$10.86	\$0.00	\$3.35	\$0.74	\$0.10	\$0.18	\$0.09	\$40.65
1561-2340	1751-2625	60%	\$23.38	-\$0.25	-\$1.20	\$10.86	\$0.00	\$3.35	\$0.74	\$0.10	\$0.18	\$0.09	\$38.70
781-1560	876-1750	55%	\$21.43	-\$0.25	-\$1.20	\$10.86	\$0.00	\$3.35	\$0.74	\$0.10	\$0.18	\$0.09	\$36.75
0-780	0-875	50%	\$19.49	-\$0.25	-\$1.20	\$10.86	\$0.00	\$1.85	\$0.74	\$0.10	\$0.18	\$0.09	\$33.31
Pre Apprentice	876-1750	45%	\$17.54	-\$0.25	-\$0.70	\$5.43	\$0.00	\$1.85	\$0.74	\$0.10	\$0.18	\$0.09	\$25.93
	0-875	43%	\$16.76	-\$0.25	-\$0.70	\$0.00	\$0.00	\$1.85	\$0.74	\$0.10	\$0.18	\$0.09	\$19.72

*Includes \$0.05 CBG and \$0.04 SATAP Contributions

FLOORCOVERERS WAGE RATES EFFECTIVE JUNE 1, 2020 THRU MAY 31, 2021

Classification		Percent (%)	Gross Wages	Deductions		Fringe Benefits							Total Package	
				Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	UBC Fund	Promo Fund	Industry Fund IAP/CA Fund		LMFC**
Foreman		100%	\$42.87	-\$0.25	-\$1.59	\$10.86	\$12.31	\$2.23	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$69.40
Sub-Foreman		100%	\$40.92	-\$0.25	-\$1.59	\$10.86	\$12.31	\$2.23	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$67.45
Journeyman		100%	\$38.97	-\$0.25	-\$1.59	\$10.86	\$12.31	\$2.23	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$65.50
Apprentice Hours:														
Indentured on or before 5/31/2020	Indentured on or after 6/1/2020													
5461-6240	6126-7000	95%	\$37.02	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$59.77
4681-5460	5251-6125	85%	\$33.12	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$55.87
3901-4680	4376-5250	80%	\$31.18	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$53.93
3121-3900	3501-4375	70%	\$27.28	-\$0.25	-\$1.20	\$10.86	\$6.16	\$4.60	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$50.03
2341-3120	2626-3500	65%	\$25.33	-\$0.25	-\$1.20	\$10.86	\$0.00	\$3.35	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$40.67
1561-2340	1751-2625	60%	\$23.38	-\$0.25	-\$1.20	\$10.86	\$0.00	\$3.35	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$38.72
781-1560	876-1750	55%	\$21.43	-\$0.25	-\$1.20	\$10.86	\$0.00	\$3.35	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$36.77
0-780	0-875	50%	\$19.49	-\$0.25	-\$1.20	\$10.86	\$0.00	\$1.85	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$33.33
Pre Apprentice	876-1750	45%	\$17.54	-\$0.25	-\$0.70	\$5.43	\$0.00	\$1.85	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$25.95
	0-875	43%	\$16.76	-\$0.25	-\$0.70	\$0.00	\$0.00	\$1.85	\$0.74	\$0.10	\$0.02	\$0.18	\$0.09	\$19.74

*Includes \$0.05 CBG and \$0.04 SATAP Contributions

*Refer to Article 8(B) of this Agreement for exemption of Pension Fund contributions for apprentices.

**With the exception of Apprentices registered after June 1, 2012, the \$0.25 per hour contribution to the Defined Contribution Fund shall terminate upon the establishment of the plan design feature, as contemplated in Article 7(G).

The Dues Check Off amount of 4% of gross wages shall be reflected in this Article and will be payable by Employer as part of the overall wage package upon presentation of an appropriate authorization presented by the Union.

On September 1, 2014, under Article 2, the Dues Check-Off amount of 4% of the employees' gross wages shall be effective and payable by the Employers as part of the overall wage package upon presentation of an appropriate authorization presented by the Union.

The Union will prepare a separate wage sheet for floor coverers negotiated under this Agreement to facilitate the remittance and collection of Floor Covering Industry training and promotional funds including but not limited to the INSTALL program.

NEGOTIATED ANNUAL INCREASES

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

EFFECTIVE JUNE 1, 2021

\$1.85 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.

EFFECTIVE JUNE 1, 2022

\$1.80 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.

B. CLASSIFICATIONS:

The employees covered under this Agreement are: Journeyperson Carpenter, Foreman, Sub-foreman, Apprentice, Pre-Apprentice, Floor Coverer, Foreman, Sub-Foreman, Apprentice and Pre-Apprentice.

C. PRE-APPRENTICESHIP OPTIONS:

1. The Pre-Apprentice progression schedule is based on two levels of 875 hours worked each for a total of 1,750 hours. After 875 hours of employment and again after 1,750 hours, the Pre-Apprentice must be offered an opportunity for entry into the Apprenticeship Program. Nothing shall prevent the Employer from advancing a Pre-

Apprentice into either a different hours category or the apprentice program at an earlier time. A Pre-Apprentice cannot be employed for more than 1,750 hours in the pre-apprentice classification except with written approval from the Union.

2. The established pre-apprenticeship percentage is calculated on the journeyman gross taxable hourly wage rate with the fringe benefits as below.
3. If an Employer utilizes Pre-Apprentices, then the Employer shall be allowed to hire one (1) Pre-Apprentice for every one (1) Apprentice employed by the company. The Employer shall not exceed the 1-1 company-wide ratio of Pre-Apprentices to Apprentices. The Employer must notify the Union upon hiring a Pre-Apprentice.
4. The Pre-Apprentice is an entry-level learner position and shall assist apprentice and journeymen carpenters in the performance of their work. Pre-apprentices will not work unsupervised. A Pre-Apprentice will not displace a Journeyman or indentured Apprentice.
5. If Pre-Apprentices affect prevailing wage certification, this Section does not apply to this Agreement.

D. TRAVEL AND SUBSISTENCE.

1. **TRAVEL PAY.** Travel which occurs during the employee's designated shift shall be paid at the straight-time hourly wage rate and fringe benefit contributions shall be required for such time.
2. **SUBSISTENCE ALLOWANCE.** When an employee is employed for a period of more than one (1) day in the subsistence area and is required to stay overnight, he/she shall receive a minimum subsistence allowance of thirty-five dollars (\$35.00) per day or shall be reimbursed for reasonable expenses including food and lodging, whenever receipts are submitted to the Employer. Further, when working outside of the jurisdiction of this Agreement, the Employer shall pay as a minimum, the hourly wages and fringe benefit contribution under this Agreement, according to Article 10 (I).
3. Employees required to travel more than thirty-five (35) miles outside the area covered by this Agreement, or more than thirty-five (35) miles from their residence if their residence is located outside the area covered by this Agreement, will be reimbursed for mileage beyond the thirty-five (35) miles from the Agreement area or residence, whichever is less, at the current IRS mileage rate.
4. For the purposes of this agreement the boundaries shall be Northern boundaries of Washington and Ozaukee counties to the north, state line to the south and to the west from the Pewaukee office, HWY 12 from the state line to Fort Atkinson, HWY 26 in Fort Atkinson to Juneau north to HWY 33 and east to the Washington county line.
5. Any contractor working in the jurisdiction of this contract will remit pension benefit funds, health funds and other industry funds unique to this jurisdiction such as

apprenticeship, IAP/CA, CLMC, Big Step and others, for all employees working in this jurisdiction, to the local fund as designated in the contract.

E. PAYMENT OF WAGES.

1. All employees shall be paid weekly, on a calendar week basis, 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.
2. All employees who quit or leave work of their own accord will be paid on the regular pay day.
3. Employees terminated and temporarily or permanently laid off by companies with an office in the six county area covered by this Agreement may pay no later than the fifth (5th) day following the last day of the Employer's established payroll. Employees terminated and temporarily or permanently laid off by companies without an office in the six county area covered by this Agreement must be paid their full pay at the time of such termination, temporary or permanent lay off.
4. Any Employer violating this section will be deprived of employees until such time as proper compensation has been made.

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

G. WORK INJURIES.

1. Employees injured on the job and requiring medical attention are to be paid for time spent on the first visit to the doctor and if unable to return to work because of the injury, they shall be paid for the balance of the shift during which the injury occurred. This provision applies to medical attention received during regular working hours only.
2. The Employer agrees that no employee will be discharged or disciplined in any respect for having filed a claim for compensation for an on-the-job injury. An employee who loses time because of an injury incurred on the job site or in the course of employment will be reinstated replacing any employee hired subsequent to the injury, provided the injured employee has not been incapacitated by the injury to such an extent that he/she is no longer qualified for the work.

ARTICLE 6 – SUBCONTRACTING

A. INDIVIDUAL AGREEMENTS. The Employer agrees not to enter into any individual Agreement which permits his/her employees to perform their work on any basis of pay other than an hourly rate which shall not be less than the rate specified in this Agreement. It is further agreed that all forms of compensation related to employee productivity, such

as bonus systems, quota systems, piecework systems, lumping labor systems and other incentive type arrangements will not be used.

B. SUBLETTING.

1. The Employer agrees that when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of this Agreement and at the site of construction, alteration, painting or repair of a building, structure or other work, he/she will sublet or contract out such work only to an Employer who has signed or is covered by a written Labor Agreement with the Union. At those job sites at which the Employer subcontracts work covered by this Agreement, the Employer agrees to employ, or his subcontractors agree to employ, Union bargaining unit employees.
2. The Employer further agrees that he/she will give written notice to all sub-contractors that such sub-contractors are required to pay their employees the wages and fringe benefits provided for in this Agreement.

ARTICLE 7 – HEALTH AND ANNUITY FUND

- A. The provisions relating to the Health Fund, established in 1952, and amended from year to year thereafter and the Fund established in pursuance thereof are hereby continued.
- B. Each Employer covered by this Agreement shall pay monthly to the Carpenters and Joiners Health Fund, the specified sums per hour for each hour (whether straight-time or overtime) for which wages or compensation is payable to an employee under this Agreement.
- C. The Employer shall be required to pay on all hours worked under the jurisdiction of the collective bargaining agreement but not less than 150 hours per month on all corporate officers, stockholders, directors and managing agents and on the spouse and children of all officers, stockholders, directors and managing agents, if the officer, stockholder, director, managing agent or spouse or child of said officer, stockholder, director or managing agent performs any work coming under the jurisdiction of any collective bargaining agreement entered into by the Milwaukee Office of 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 one hundred fifty (150) hours per month may be waived by the Trustees as long as all actual hours are reported to the trust fund.

- D. The Carpenters' Health Fund shall be open exclusively to all members of Local Unions affiliated with the North Central States Regional Council of Carpenters, and to all employees working under its jurisdiction on the same basis as it is available to carpenters

in the employ of Employers represented by the Associations provided that their Employers make the required financial contributions to the Plan.

- E. **NATIONAL HEALTH PROGRAM.** The parties agree that in the event the Federal or State Government provides health care benefits comparable to those provided by private health insurance plans, including the present health program established under this Agreement, the parties will meet to discuss the effect of the law upon the Union's Health Fund benefits and contributions in effect at that time. It is the intent of the parties to avoid duplicate coverage between the Union's health fund and coverage provided by the Government Program.
- F. **CONTRIBUTIONS TO ANNUITY FUND.** During the term of this Agreement, the Union may allocate a portion of the total package to the Carpenters and Joiners Defined Contribution Plan, the Trust Agreement of which fund is hereby incorporated by reference in the event that the Union so allocates. It is the intent of the parties that this allocation by the Union shall be in conjunction with a merger of the Milwaukee Carpenters' District Council Health Fund into the Carpenters and Joiners Welfare Fund and in anticipation of a plan design feature by which contributions to the Carpenters and Joiners Welfare Fund and the Carpenters and Joiners Defined Contribution Plan are a combined remittance.

The Parties to this Agreement agree that the Trustees of the Carpenters and Joiners 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.

- G. **CONTRIBUTIONS TO SAVINGS PLAN.** Effective upon June 1, 2020, the Union may allocate a portion of the negotiated total package toward a "Savings Plan" via employer deductions from the gross wage. The Savings Plan hereby established is not a jointly trusteed Taft-Hartley Plan, but rather an allocation from the gross taxable wage toward an individual savings account for each employee working under the terms of this Agreement. Savings plan deductions must then be forwarded to the Health Fund administrator along with health fund contributions, such Savings Plan contributions will then be forwarded by the Administrator to the Carpenters Federal Credit Union, or such other financial institution designated by the Union. All payment, delinquency, and collection provisions of this Article shall apply to Savings Plan contributions. Nothing in this Section shall be interpreted to restrict any means of collection of Savings Plan contributions, nor the collection of an amount equivalent to dues through Savings Plan contributions.

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) at the specified rate for each hour worked (whether straight-time or overtime) for which wages or compensation is payable to an employee and to remit such amounts to the Pension Fund.
- B. Commencement of payment to the Pension Fund of the hourly contributions described in Article 8 (A) for newly hired apprentices covered by this Agreement may be deferred, but shall commence not later than (i) upon the completion of two years or (ii) after completion of 3,120 hours worked (3,500 hours for apprentices indentured after 6/1/20), whichever is later, such periods to be calculated beginning with the following occurrences:
1. From the first day of bargaining unit work performed for a participating Employer or a combination of such Employers; or
 2. With the exception of First and Second year apprentices who are admitted into the program after the effective date of this Agreement, from the first day of non-bargaining unit work performed for a participating Employer where such employee thereafter performed bargaining unit work for the same Employer; or
 3. From the first day of bargaining unit work performed for a participating Employer, where such employee had previously performed non-bargaining unit work for a different participating Employer.

While Employers are not required to pay pension contributions for first and second year apprentices, in the event that the apprentice was previously a participant in the pension fund, he/she shall continue to have contributions paid into the Pension Fund for work performed as a first and second year apprentice at the rate of One Dollar (\$1.00) per hour.

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.

- C. The Trust Agreement dated June 1, 1959, which established said Building Trades' United Pension Trust Fund as it may be amended from time to time shall govern the establishment, administration and operation of said Pension Trust Fund and of the Pension Plan, provided, however, that the said Trust Agreement and said Plan contain provisions requiring uniform formula of benefits, and a single joint Employer-Union Board of Trustees. The employees covered by this Agreement are to receive such benefits as they may be entitled to under said Trust Agreement and Pension Plan.
- 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 31st of any year prior to expiration of this Agreement, the Board of Trustees adopts or resolves to adopt that variable benefit design and that plan (which adoption or resolution shall include all necessary steps to effect the benefit design and conversion plan), the bargaining parties will meet to review and consider an additional pension contribution subject to agreement of the bargaining parties based upon the calculation of the actuary of the cost of conversion of the pension plan. This additional amount shall be used to fund the variable benefit design. Such contribution rate shall be established only by written agreement among all bargaining parties. If a variable benefit design is adopted by the Pension Fund Board of Trustees and the additional contribution requirement is agreed upon, the following provision will apply: in the event that the hourly contribution required to fund the legacy liability of the pension is reduced, which decrease shall be determined exclusively by the Pension Fund Board of Trustees, that portion of the additional contribution requirement subject to such reduction shall be deducted from the total package.

ARTICLE 9 – 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 Article 9 (A) shall be made in a single payment in a check made payable to "Carpenters and Joiners Apprenticeship and Journeyman 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 if applicable in the event of a merger as contemplated by Article 7.
- C. The Payments received by the Fund pursuant to this Article shall be dedicated to the Northern Region 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. **UNITED BROTHERHOOD OF CARPENTERS INTERNATIONAL APPRENTICESHIP AND TRAINING FUND.** The Employer(s) and the Union recognize the need for the quality training of apprentices and journeypersons to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of ten cents (\$.10) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters International Apprenticeship and Training Fund. Payment to the Fund shall be made no

later than the last day of the following month for which work was 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 stated 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 remitted to the administrator of the health fund.

ARTICLE 10 – GENERAL PROVISIONS GOVERNING PAYMENTS TO THE FRINGE BENEFIT FUNDS

- A. A "Fringe Benefit Fund", as that term is used in this Article, is any trust fund to which the Employer is obligated to make contributions under this Agreement, specifically the Building Trades United Pension Trust Fund, Carpenters and Joiners Welfare Fund, the Carpenters and Joiners Apprentice Training Fund, the UBC National Funds and further the Industry Advancement Program/Contract Administration Fund provided for in Article 11. The term "Trustees," as used in this Article, shall also have reference to the "Association" with respect to the Industry Advancement Program/Contract Administration Fund.
- B. The Employer's obligation under this Agreement to make payments and contributions to the Fringe Benefit Funds for all employees covered by this Agreement applies to all employees regardless of membership or non-membership in the Union.
- 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 and Annuity Fund Article 7, Pension Fund Article 8 and Apprentice Training Fund Article 9 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/her payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

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 Employers shall have equal representation of fifty percent (50%) with the Union in the administration of the Health and Annuity Fund Article 7, the Pension Fund Article 8, and The Apprentice Training Fund Article 9.
- H. The Employer agrees to abide by the terms and conditions of the Trust Agreements (Health and Annuity Fund Article 7, Pension Fund Article 8, and Apprentice Training Fund Article 9) and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreements; and accepts the Employer Trustees who are appointed under the authority of said Trust Agreements as his/her representatives to administer such Trust Funds and all such past or succeeding Employer Trustees as shall have been or will be lawfully appointed. 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, except that the bargaining parties retain the authority to ratify mergers by mutual agreement.
- I. In the event the Employer assigns any of his/her Milwaukee area employees covered by this Agreement to work on a job site located outside of the geographical coverage of this Agreement (i.e., outside of the counties of Milwaukee, Ozaukee, Washington and Waukesha, Racine and Kenosha), the Employer shall continue to make payments to the fringe benefit funds as provided in Articles 7, 8 and 9 of this Agreement for such Milwaukee area employees, unless such Employer is required to pay, and does pay, contributions to like fringe benefit funds pursuant to a labor agreement covering the work at the job site entered into with the Carpenters local union or regional/district council having geographical jurisdiction over such job site. It is the intent of this Section (i) to facilitate the continuity of health benefit coverage for such Milwaukee area employees when working outside the geographical coverage of this Agreement and (ii) to assure that such Employer is not required simultaneously to pay contributions to the fringe benefit funds specified in Articles 7, 8 and 9 of this Agreement and also to like fringe benefit funds under the labor agreement having geographical coverage over the job site.

J. All new Employers will be required, upon signing a collective bargaining agreement, to post with the Building Trades Pension Fund a bond, a letter of credit or cash bond written by a company rated by AM Best as A- or better to guarantee payment of the fund. Bonds shall be in the amounts of:

1 to 20 covered employees \$25,000*

Over 20 covered employees \$50,000**

*This Bond for \$25,000 to remain in effect for the duration of the contract

**This Bond for \$50,000 will remain in force until the Employer has a record of five years of complete and timely contributions

If the Employer becomes delinquent for two months of contributions, the Fund shall call the bond. Any proceeds in excess of the amount owed to the Pension will be distributed first to the Health Fund and then prorated to wages and fringes.

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 per the above conditions.

Employers who do not provide required bonds may have their employees removed after a 15 day notice to the Employer until such a time as they are in compliance with the bonding requirements. This Article shall not be subject to Article 20 Settlement of Disputes.

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.

K. **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 shall remit such contributions to a Central Depository without such contributions being deemed late or delinquent: the Union shall 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 11 – INDUSTRY ADVANCEMENT PROGRAM/CONTRACT
ADMINISTRATION**

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

Effective June 1, 2014 - \$0.18 per hour

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

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

It is further understood that the Employer contributions as required by Article 11 (A) shall not be referred to or considered as wage or fringe benefit payments.

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

- F. Each Employer who is required to make payments to the IAP/CA Fund pursuant to Article 11 (A) shall promptly furnish to the ACEA, or to its authorized agents on demand, all necessary employment, personnel and payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the IAP/CA Fund and for no other purpose. The ACEA, or its authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the ACEA, or its authorized agents, in connection with the proper administration of the IAP/CA and of the IAP/CA Fund.
- G. **HOLD HARMLESS FOR IAP/CA COLLECTION.** ACEA and AGC of Milwaukee 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 11.

ARTICLE 12 – LABOR MANAGEMENT REVIEW COMMITTEE

It is agreed that over the term of this Agreement that the Union and the Associations will assign four representatives for labor and four representatives for management who shall meet on a quarterly to discuss long-term labor-management goals, including:

1. August 4; October 2; December 4; February 2; April 6
2. Review the effectiveness of this Agreement;
3. Discuss Safety related issues and joint initiatives;
4. Discuss workforce development and recruitment collaboration and activities;
5. Review and discuss fringe benefit issues and trends including alternative defined benefit pension plan designs;
6. Review and discuss industry issues, including competitive bidding and payroll fraud;
7. Ensure effective use and understanding of Mix 20/20;
8. General Foreman classification and increases for foreman and sub-foreman;
9. Convene a subcommittee of interested contractors and Union representatives to discuss a residential/multi-family/mixed-use agreement; and
10. Other issues as required.

ARTICLE 13 – LABOR MANAGEMENT COOPERATIVE FUND AND CONSTRUCTION BUSINESS GROUP

The Parties agree to specify a contribution to a Labor Management Cooperation Fund (LMCF), with the intent that the contribution will be directed to the Construction Business Group (CBG), a non-profit Joint Labor-Management organization. The contribution amount LMCF will be 5 cents (3 cents from the Union and 2 cents from the employer) per hour effective June 1, 2017 and, thereafter, any modifications to such contribution rate shall be based on a services agreement between CBG and the LMCF. Such contributions shall sunset upon expiration of this Agreement.

Any funds contributed prior to the LMCF's ability to receive said contributions shall be held in an escrow account for the benefit of the LMCF.

CBG'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 LMC Trustees will monitor the effectiveness of the CBGs efforts on behalf of the Union and signatory contractors, including receiving a report, no less than quarterly, as to the activities and results which advance best interests of the Parties and the Parties to this Agreement will be represented on the CBG Board of Trustees.

If the Trustees determine that the Parties' interests are not appropriately being served, then the Trustees and Parties to this Agreement shall meet and confer regarding an alternate plan to better serve the interests of the Parties.

ARTICLE 14 – 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 or as the result of an IME (Independent Medical Examination) paid for by the Employer and done by a physician or group used by the Carpenters Health Fund under HIPPA requirements.
 - b. The available work is within the limitations of the treating physician's release or IME opinion;
 - 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.

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 15 – GENERAL AND MISCELLANEOUS PROVISIONS

- A. There shall be no limitation as to the amount of work an employee shall perform during the employee's working day.
- B. There shall be no restriction of the use of machinery or tools furnished by Employers.
- C. The Employers agree to sublet Millwork, Cabinet Work, and Fixtures only to such mills as are permitted to use the Union label stamp of the United Brotherhood of Carpenters and Joiners of America. This does not prohibit the use of what is commonly termed "stock" millwork, if purchased from a Union mill.
- D. 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.

- E. The stripping of beam sides, beam bottoms and all columns where materials are to be re-used on the job shall be done by members of the Union.
- F. It is further agreed that the Union will not furnish employees to any Employers who do not carry liability and property damage insurance.
- G. **ROUGH-GRADING.** It shall not be a violation of this Agreement if Employees covered by this Agreement refuse to work on a job, particularly a residential job, where the area adjacent to a building, has not been rough-graded.
- H. **CELL PHONES.** The personal use of company or personal cell phones shall be prohibited during working hours. Personal cell phones may be used for personal calls only during lunch and coffee breaks.

ARTICLE 16 – SPECIAL WORK RULES

- A. **QUARTERS.** Employers are to furnish reasonable and comfortable quarters to their employees and a safe place for storage of their tools; such quarters to be used by carpenters and their tools only. If, through negligence, the Employer fails to provide a safe place for storage of tools, he/she shall be held liable for thefts and fire.
- B. **SANITARY QUARTERS.** Sanitary quarters shall also be provided on all jobs by the Employers, which shall conform to State and Area Codes. It is intended that this section shall include, but not be limited to the following:
 - 1. Sanitary toilet facilities, indoors as soon as possible, otherwise properly enclosed and maintained.
 - 2. Safe, potable water and sanitary cups to be available in adequate amounts.
- C. **MACHINERY AND TOOLS.** Any and all power tools and their related accessories used on the jobsite shall be furnished by the Employer. The Employer agrees the Employer shall be liable for all power tools and related accessories used on the Employers' job site. The Employer agrees to be liable for any personal injury or property damage and hold the tool owner and the Union harmless.
- D. **TRANSFER BETWEEN JOB SITES**
 - 1. Employers may transfer an employee from one job site to another twice during a work day without being required to pay the employee the applicable IRS mileage reimbursement. Two transfers is defined as from job site A to job site B and back to job site A or to job site C. Neither the Employer's office nor his/her yard shall be considered a job site. When an employee is required to make a third transfer during a work day using his/her personal vehicle the employee shall receive the applicable IRS

mileage reimbursement. Under no circumstances shall materials be hauled to and from jobs by employees with their personally owned vehicles.

2. It is agreed the intent of this section change is not to prohibit contractors who currently reimburse for mileage from any jobsite. It is agreed that the intent is to set a minimum standard for mileage reimbursement for jobsite transfer.

E. 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 is the Employer's property. A receipt for apparel and authorization for deduction of cost for same will be signed by the employee. In the event an employee fails to return an Employer's apparel, said employee will reimburse his Employer by having the cost of said apparel deducted from his/her next payroll check as per the authorization.
3. Every employee whose failure to wear personal protective equipment causes the issuance of an OSHA citation and fine against his Employer may be required to attend a two hour safety program offered through the North Central States Regional Council of Carpenters Apprentice Training Fund.
4. Members may be required to sign a statement indicating receipt of, reading of and willingness to comply with the Employer's reasonable safety requirements adapted as part of the contractor's overall safety program and consistent with contract language.
5. The Union recognizes the importance of journeyman training/upgrading and agrees to fully cooperate with Employers in a concerted effort to provide a highly skilled workforce in which to compete in the market place.

The Union and Employers agree to require a minimum of eight (8) hours of continuing education each year between June 1 and May 31. Journeymen who do not fulfill this requirement may not be eligible for employment

Effective June 1, 2018, all journeymen must maintain each of the following unexpired training certifications:

1. First Aid/Adult CPR/AED
2. OSHA 30 Construction

Subject to the Employer's discretion a journeyman may be required to maintain unexpired training certifications, such as:

1. Fall Protection
2. Scaffold User
3. INSTALL
4. Interior Layout
5. Other training available at a NCSRCC Training Center

All training provided by the UBC will count towards the annual continuing education requirement.

Both parties agree that they shall meet a minimum of once a year to recommend to the Training Fund, upgrade training programs, and incentives geared specifically for United Brotherhood of Carpenters members. This program shall be funded and monitored by the Carpenters and Joiners Apprenticeship and Journeyman Training Fund Board of Trustees, who, with the assistance of the Training Director, shall recommend upgrade training programs, and incentives geared specifically for United Brotherhood of Carpenters members.

If the Employer provides certified training to Union employees, notification of such training shall be forwarded to the Union by the Employer.

The Training Fund Trustees shall review the status of this program in conjunction with their scheduled meetings.

- F. **SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM.** The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. All companies signatory to this Agreement and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all employees. The Construction Trades Substance Abuse Testing & Assistance Program, the full terms and conditions of which are hereby incorporated into this Section by this reference, details the program to which all companies and the Union's signatory to this Agreement endorse and agree to abide by.

The Employers hereby agree to pre-fund the costs of the testing pursuant to the Construction Trades Substance Abuse Testing & Assistance Program through a cents-per-hour contribution, as determined by the Drug Testing Committee and to pay the sum established for such program.

- G. **OWNER MANDATED RULES.** The Contractor shall have the right to implement project owner requirements relating to the following:

1. Special Clothing Requirements means for example when working in food plants, hair nets, gowns or other garments to be supplied by the owner or contractor to be worn by the men doing the work.

2. Safety Rules and Requirements – glasses and other related equipment to perform the job.
3. Restricted Access Areas – places to be kept out of or only certain entrances to be used.
4. Sanitation and Personal Hygiene Requirements – for example, washing hands after going to the bathroom when working in a food plant or hospital.
5. Security Rules and Requirements – identification badges may be required, also the inspection of tool boxes and lunch boxes.
6. Drug and Alcohol Sale, Possession or Usage Rules
7. Drug and Alcohol Testing Requirements
8. Noise limitations – refers to loud mufflers on cars near hospitals; jack hammers and nailguns at certain times.
9. Rules related to the use of TV's, Radios, Tape or CD Players and Transmitters – for example, they may be banned in open offices or when they interfere with other people.
10. Smoking Restrictions - Construction tradespersons may use owner's smoking area – for example, hospitals, schools, areas with explosive fuels, etc.
11. Sexual Harassment Rules – include but not limited to offensive t-shirts, language, verbal abuse, etc.
12. Rules related to the use of owner's facilities, utilities, material and equipment – for example, owner requires lunch to be eaten in certain areas; materials must be stored in certain areas; job to be cleaned up every day.
13. Objectionable language, pictures, and printed apparel – for example, no swearing while working in a church; t-shirts that offend the place you are working in, etc.
14. Site Access and Parking Restrictions – for example, the owner may direct contractor's employees to park in certain area and use only certain door for access to his building.

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

ARTICLE 17 – FOREMEN

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

- B. Sub-foremen may be employed to assist the foreman when the employer deems it necessary or advisable. Each sub-foreman shall receive not less than five percent (5%) over the applicable journey person wage rate provided in this Agreement.
- C. The foreman shall be selected by the Employer.
 - 1. The foreman shall represent the Employer in direction of employees at the site of work.
 - 2. The Employer shall have the right to add to or limit the duties of the foreman.

ARTICLE 18 – UNION REPRESENTATIVES

A. STEWARDS.

- 1. There shall be a steward on each job who is a member in good standing from this jurisdictional area as defined on page 1 of this Agreement, paragraph 2 titled Geographical Jurisdiction of Commercial Carpenters and Floor Coverers Agreement, whose duty it shall be to see that all employees have the current working card and sign the steward list before starting work. The stewards shall not leave their work or interfere with the employees during working hours, but in the event of accident or sickness the Steward shall notify the office of the Milwaukee Office of the North Central States Regional Council of Carpenters and use such precautions as are necessary for the safety and storage of disabled members' tools. The steward shall always carry a copy of the working and trade rules and report any violation of the Agreement or working and trade rules to the proper credentialed officers of the Milwaukee office of the North Central States Regional Council of Carpenters. The stewards shall not be discriminated against for performing their duties as outlined in this Agreement. So long as the Steward is capable of performing the work needed, he/she shall be the 2nd to last person laid off.
- 2. When it becomes necessary for the stewards in performing their duties, to leave their work during working hours, the Union agrees to compensate the Stewards for such time lost.
- 3. The Stewards shall at all times, to the best of their ability promote safe working conditions and safe work practices. In the event the Steward is aware of any unsafe conditions or practices the Stewards shall report same to the Employer and in the event the Employer does not agree that an unsafe condition exists, or fails to correct same, the steward shall report same to the Union. If the Union and the Employer cannot reach agreement, the matter shall be referred to arbitration, and it shall not be a violation of this Agreement if the Union withdraws its members from the disputed work, pending a decision from the Arbitration Board.

- 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 employees at work, but the representative shall in no way hinder the progress of their work. Permission to interview the employees should be obtained from the Employer or his representative.

ARTICLE 19 – APPRENTICES

- A. It is agreed that each Employer shall be allowed one (1) apprentice for two (2) journeypersons. At a minimum each contractor must employ one (1) apprentice if the contractor's total workforce includes five (5) carpenters. Each contractor must also employ at least one (1) additional apprentice for each six (6) additional journeypersons employed by such contractor in the contractor's total workforce. Each apprentice shall serve a term of apprenticeship as determined by the Apprenticeship Committee and approved by the Wisconsin Department of Workforce Development with wage rates based on a percentage of the Journeyperson's hourly wage rate as set forth in Article 5.
- B. All apprenticeship applicants must meet the eligibility requirements as stated in the Apprenticeship Standards of the Carpenters and Joiners Apprenticeship and Journeyman Training Joint Apprenticeship and Training Committee. All apprentices are to be indentured under supervision of the Department of Workforce Development of the State of Wisconsin pursuant to the provisions of the Apprenticeship Standards of the North Central States Regional Council of Carpenters Apprentice Training 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 craftsperson.

ARTICLE 20 – SETTLEMENT OF DISPUTES

- A. **ARBITRATION.** 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. The Associations and Union agree to notify one another (ACEA and the AGC; and the Milwaukee Office of the NCSRCC) of any and all grievances brought by any of the parties. However, any claim by an employee involving monetary liability, excluding Health, Pension, Apprenticeship and Training and IAP/CA contributions, must be presented to the Employer within thirty (30) calendar days from the date on which the employee receives the check on which the claimed shortage occurred. Failure to submit such claim within such thirty (30) calendar days shall automatically bar such claim from being presented to or against the Employer. In cases of continuing violations, the claim will be retroactive for thirty (30) calendar days from the date it was presented to the Employer. For all other grievances not covered by the foregoing limitations, excluding any dispute concerning fringe benefit fund contributions. The grievance shall be filed within one hundred fifty (150) calendar days after the date on which the project has been certified in writing as "substantially complete".
- B. In the case of any disagreement between said parties over terms of this Agreement is not resolved by the grievance procedures, the same may be submitted to a Board of Arbitration composed as follows: Three (3) members to be chosen by the Associations and three (3) 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.

ARTICLE 21 – PICKET LINE

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

ARTICLE 22 – 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 23 – MOST FAVORED NATIONS

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 carpentry work in the six county jurisdiction. In the event that the union offers any employer more favorable wages and benefits and/or working conditions than are contained in this agreement, the union shall immediately notify the Associations and meet and confer in good faith with the Associations regarding those more favorable wages and benefits and/or working conditions.

ARTICLE 24 – 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 this Agreement shall remain in full force and effect, unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portions of this Agreement.

ARTICLE 25 – NO DISCRIMINATION

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

- B. The Union and the Employers agree that all efforts to comply with A.D.A. is our goal but it is also understood that as per A.D.A. regulations, reasonable accommodation should not impose undue hardships to the Employers operations of their businesses.

ARTICLE 26 – DURATION OF AGREEMENT

- A. This Agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2023 provided, however, that written notice of the proposed termination or modification of the contract, by the party desiring to terminate or modify the contract, shall be served upon the other party, on or before February 28th prior to the expiration date, thus insuring a ninety (90) day notice prior to May 31st. Such notice shall be accepted by both parties as being in full compliance with the notice requirements of the Labor-Management Relations Act of 1947, as amended, and no further notice prior to strike or lockout shall be expected or required.
- B. Upon failure to meet with the other party for the purpose of collective bargaining upon service of the written notice referred to in Article 26 (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 Article 26 (A), has been duly served it shall be optional with the members of the Union to work after May 31, 2023, unless a satisfactory agreement is reached by May 20th. Nothing herein shall be construed to prohibit or restrict the right of the Employer to lockout, or the right of the employees to strike, after the termination date of this Agreement.

ACCEPTANCE OF AGREEMENT
BETWEEN
NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS
AND
ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC.
ASSOCIATED GENERAL CONTRACTORS OF GREATER MILWAUKEE, INC.
FLOOR COVERERS' ASSOCIATION OF SOUTHEASTERN WISCONSIN

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

**ALLIED CONSTRUCTION
EMPLOYERS ASSOCIATION, INC.**



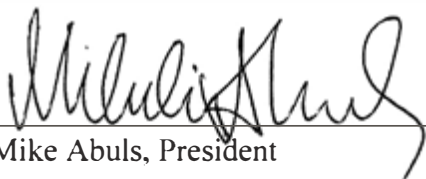
Jim Macejkovic, Labor Policy Chair

**NORTH CENTRAL STATES
REGIONAL COUNCIL OF CARPENTERS**



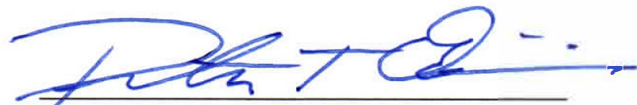
John Raines, EST

**ASSOCIATED GENERAL CONTRACTORS
OF GREATER MILWAUKEE, INC.**



Mike Abuls, President

**FLOORCOVERERS' ASSOCIATION
OF SOUTHEASTERN WISCONSIN**



Pete Orlandini, President