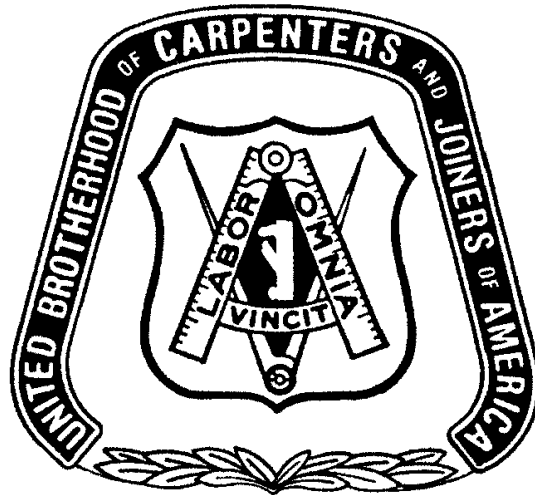


**WORKING AGREEMENT**  
**NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS**  
**OF THE**  
**UNITED BROTHERHOOD OF CARPENTERS AND**  
**JOINERS OF AMERICA**  
**AND**  
**ASSOCIATED GENERAL CONTRACTORS OF WISCONSIN, INC.**



**2023 - 2026**

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## PREAMBLE

This Agreement is made and entered into this 1st day of June 2023, by and between the Associated General Contractors of Wisconsin, Inc., herein called the “Association” for and on behalf of those persons, firms or corporations who have submitted written authorization to the Association to negotiate and conclude a Labor Agreement, herein called the “Contractor” or “Employer”, and the North Central States Regional Council of Carpenters, with geographic jurisdiction as set forth in Exhibit A, herein called “Union” or “Unions”.

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

## ARTICLE 1 – DURATION OF AGREEMENT

- A. This Agreement shall become effective June 1, 2023, and shall continue in force until midnight May 31, 2026, and shall automatically continue in effect from year to year thereafter unless either party gives ninety (90) days written notice to the other prior to the expiration date, of their desire to open or terminate the Agreement for modifications, whereupon it shall continue past the initial period of the contract from day to day until either party gives five (5) days written notice to the other of its termination.

Negotiated increases for Carpenters, Floor Coverers, Millwrights, and Piledrivers are:

Effective June 1, 2023 is \$3.00.

Effective June 1, 2024 is \$3.00.

Effective June 1, 2025 is \$2.55.

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

## ARTICLE 2 – UNION SECURITY

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

condition of acquiring or retaining membership. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

- B. The Contractor agrees to recognize voluntary and properly signed authorization cards of its employees requesting the Contractor to make deductions from wages for the amount of any delinquent dues, initiation fees, or working dues deduction; such amounts to be sent to the North Central States Regional Council of Carpenters. The provisions of this section of the Agreement are enforceable to the extent permitted by law.
- C. **WORKING DUES DEDUCTION.** Upon the Union's receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year or the term of this Agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, working dues deduction in the amount per hour certified to the Employer by the Union as representative of that required of all members to maintain membership in the Union, and remit the same in an amount as specified under Article 7(A) "Wage Rates" to the North Central States Regional Council of Carpenters Central Depository as specified under Article 9 (Central Depositories) on a remittance form showing the names and amounts from whom the deductions were made in the amount required for the particular area where the work is performed. Such form shall also show the various Fund contributions made by the Employer pursuant to this Agreement. Upon the Employer request, the Union shall furnish the Employer with a copy of the employees' written authorization. Failure of the Union to submit such authorization shall relieve the Employer of the obligation to deduct the Working Dues Deduction. Such written authorization by an employee may be revoked by the employee during a ten (10) day period prior to the anniversary or termination date of this Agreement, whichever occurs first. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods during the term of this Agreement. The employee's written authorization shall require that the employee acknowledge that employment in the construction industry may cause the employee to be employed by several different Employers signatory to this Collective Bargaining Agreement and that the authorization will extend to all Employers for whom the employee may perform work under the terms and provisions of the Collective Bargaining Agreement in force and effect as of the time of employment. It shall be the Union's obligation to provide each Employer with a copy of each employee's current written authorization upon the establishment or re-establishment of an employment relationship. The provisions of this section of the Agreement are enforceable to the extent permitted by law.
- D. The working dues and assessments required of each employee shall be established annually by the North Central States Regional Council of Carpenters in accordance with its By-laws. The provisions of this section of the Agreement are enforceable to the extent permitted by law.
- E. The Union hereby agrees to protect, defend, indemnify, and hold harmless any Employer against any and all loss, damages, costs, and expenses (including reasonable attorneys fees) and against any, of and from actions, demands, claims, and all causes of action or other forms of liability arising out of this Article. The parties shall mutually agree upon the selection of the attorney who will provide legal defense.

### ARTICLE 3 – OTHER AGREEMENTS

- A. **RESIDENTIAL WORKING AGREEMENT.** The Employers recognize the Union as the sole and exclusive bargaining agent for all carpenters and apprentices for all carpenter work as defined by the Union’s Residential Working Agreement and are automatically bound by the provisions therein when performing residential work within the “Normal Construction Labor Market” of this Agreement (See Exhibit A). The Union shall furnish a copy of the Residential Working Agreement to all Employers.
- B. **PRE-ENGINEERED METAL BUILDING AGREEMENT.** The Union shall make available a Pre-Engineered Metal Building Agreement to any Contractor signing this Agreement and desiring to enter into a Pre-Engineered Metal Building Agreement.
- C. **OTHER AGREEMENTS.** The Union shall notify and provide copies of all contracts and/or addenda to the Association to which the Union is signatory.
- D. The Union recognizes the Associated General Contractors of Wisconsin, Inc. as the bargaining unit for all Employers who have so authorized the Association for all work covered hereunder. The Association agrees to furnish to the Union lists of such Employers prior to May 31, 2020, and upon request thereafter. Upon such authorization any Employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to this Master Agreement. Individual Employers who have not so authorized the Association shall, by becoming party to this Master Agreement, also become part of said multi-employer bargaining unit, and said individual Employer authorizes the Associated General Contractors of Wisconsin, Inc., to negotiate successor Master Agreements on its behalf and said individual Employer specifically adopts all provisions of any successor Master Agreement entered into between the Associated General Contractors of Wisconsin, Inc. and the Union. Withdrawal from the multi-employer bargaining unit may be accomplished only by written notice to the Union and to the Association, at least ninety (90) days, but no more than one hundred twenty (120) days prior to date of expiration of this Agreement or of any renewal period hereof. Notice to the Association, wherever is required herein, shall constitute notice to each and all members of the multi-employer bargaining unit.
- E. **MOST 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 parties agree to meet in good faith regarding such more favorable wages and/or terms and conditions of employment.

### ARTICLE 4 – UNION REFERRAL

- A. **UNION REFERRAL**
  - 1. The Employer shall notify the Union of opportunities for employment;
  - 2. The Employer shall give the Union the opportunity to refer qualified applicants for employment; and

3. The Union agrees to furnish journeypersons, apprentices, and pre-apprentices on a non-discriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays, and Holidays, after notice by the Employer.
  4. 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.
  5. Contractors have freedom of movement of employees covered by this Agreement throughout the geographical area of this Agreement.
  6. A Contractor from outside of the jurisdictional area of this Agreement will be allowed to bring in one (1) foreman and one (1) key bargaining unit employee, provided, however, the Contractor has signed this Agreement with the North Central States Regional Council of Carpenters, and further provided, that the Contractor hires at a fifty to fifty (50 – 50) ratio bargaining unit employees who are residents of the North Central States Regional Council of Carpenters geographical area.
  7. The Union agrees to furnish applicants who, if they are extended an offer of employment, will provide acceptable documentation to allow Employer to complete an Employment Eligibility Verification (I-9) before they may begin work.
- B. **EQUAL EMPLOYMENT.** The Association, Contractors, Employers, and the Union agree that no party shall discriminate against any individual on the basis of age, race, creed, color, religion, handicap, marital status, sex, sexual orientation, national origin, ancestry, arrest record, conviction record, military status, or any other discriminatory basis prohibited by state or federal law, except as limited by Wisconsin Statutes Section 111.33 to 111.36 (1993-1994).
- C. **DRUG/ALCOHOL TESTING.** The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. All companies signatory to this Agreement and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all employees. 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.

## **ARTICLE 5 – GRIEVANCES AND ARBITRATION**

- A. All grievances, disputes, or complaints arising under this Agreement must be filed within ten (10) working days of the incident giving rise to the grievance and shall first be submitted to an authorized representative of the North Central States Regional Council of Carpenters who in turn shall immediately present the same to the representative of the Employer. The parties shall attempt to dispose of the grievance, dispute, or complaint within forty-eight (48) hours.
- B. In the event the matter is not settled, it shall be referred to a Grievance Settlement Committee consisting of three (3) Employer representatives, selected by the Association,

and three (3) Union representatives selected by the North Central States Regional Council of Carpenters. The Grievance Settlement Committee shall discuss the issue and render a decision within thirty (30) days, (fifteen (15) days if grievance concerns a termination) of receipt by the AGC of Wisconsin and the Union of the referral. The determination of the Grievance Settlement Committee shall be governed by majority vote, with each member having one (1) vote. In the event that either side does not have a full complement of members, the members for a particular side in attendance shall each have a pro-rata portion of the vote of the absent member.

- C. In the event the Grievance Settlement Committee is unable to resolve the matter, the Union or the Employer may request that the Wisconsin Employment Relations Commission or Federal Mediation and Conciliation Service submit a list of seven (7) arbitrators with experience in construction-related disputes. The parties shall select the arbitrator by alternate rejection until one (1) individual remains.
- D. Written notice by registered return receipt letter of a demand for arbitration shall be given to the Contractor and the Association, or as applicable to the North Central States Regional Council of Carpenters.
- E. It is understood that there shall be no stoppage of work during the period of arbitration and that the decision of the arbitrators shall be final and binding upon both parties, each party to bear one-half (1/2) of the expenses of such arbitrators.
- F. In the event the arbitrator finds a violation of the Agreement, he shall have the authority to award back pay not to exceed twenty (20) days to aggrieved person or persons in addition to whatever other or further remedy may be appropriate.
- G. The Trustees of the North Central States Regional Council of Carpenters Health Fund, the Trustees of the North Central States Regional Council of Carpenters Defined Benefit Pension Fund, the Trustees of the North Central States Regional Council of Carpenters Defined Contribution Pension Fund, and of the North Central States Regional Council of Carpenters Training Fund, may for the purpose of collecting any payments required to be made to such Trust Funds under this Agreement, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

## **ARTICLE 6 – UNEMPLOYMENT AND WORKER’S COMPENSATION**

Employers must carry Worker’s Compensation and Unemployment Compensation coverage for all employees working under the Agreement. The Employer shall be liable for any damages resulting from its failure to secure Worker’s Compensation and Unemployment Compensation coverage. The Employer will not challenge an employee’s Unemployment Compensation claim for refusing to work at an hourly rate of pay lower than the hourly rate of pay he/she was receiving.

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

## ARTICLE 7 – WAGE RATES, CONTRIBUTIONS, DEDUCTIONS AND OTHER PAYMENT PROVISIONS

### A. WAGE TABLES

#### CARPENTERS

Carpenters	Apprentice Months	Percent (%)	Gross Wages	Deductions		Fringe Benefits							Total Package	
				Savings	Dues	*Health	HRA	DB Pension	DC Pension	Apprentice/ Education	CITF Fund	Industry Fund IAP/CA Fund*		LM Trust
Classification														
Foreman		100%	\$41.86	-\$1.50	-\$1.58	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$69.13
Sub-Foreman		100%	\$40.36	-\$1.50	-\$1.58	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$67.63
Journey person		100%	\$38.86	-\$1.50	-\$1.58	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$66.13
Interim JP 1001 - 2000		90%	\$34.97	-\$1.50	-\$1.27	\$8.55	\$1.52	\$9.82	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$61.15
Interim JP 0 - 1000		80%	\$31.09	-\$1.50	-\$1.27	\$8.55	\$1.52	\$8.73	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$56.18
Apprentices	42-48	95%	\$36.92	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$64.19
	36-42	90%	\$34.97	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$62.24
	30-36	85%	\$33.03	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$60.30
	24-30	82%	\$31.87	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$59.14
	18-24	75%	\$29.15	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$56.42
	12-18	72%	\$27.98	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$55.25
	6-12	69%	\$26.81	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$54.08
	0-6	66%	\$25.65	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$52.92
Pre-Apprentice	6-12	60%	\$23.32	-\$0.50	-\$0.88	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.12	\$0.09	\$50.59
	0-6	55%	\$21.37	-\$0.50	-\$0.88	\$8.55	\$0.00	\$0.00	\$1.00	\$0.86	\$0.13	\$0.12	\$0.09	\$32.12



## FLOORCOVERERS

				Deductions		Fringe Benefits									
Floorcoverers	Apprentice Months	Percent (%)	Gross Wages	Savings	Dues	*Health	HRA	DB Pension	DC Pension	Apprentice/ Education	UBC Fund	Promo Fund	Industry Fund IAP/CA Fund	LM Trust	Total Package
Classification															
Foreman		100%	\$41.86	-\$1.50	-\$1.58	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$69.15
Sub-Foreman		100%	\$40.36	-\$1.50	-\$1.58	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$67.65
Journeyman		100%	\$38.86	-\$1.50	-\$1.58	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$66.15
Interim JP 1001 - 2000		90%	\$34.97	-\$1.50	-\$1.27	\$8.55	\$1.52	\$9.82	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$61.17
Interim JP 0 - 1000		80%	\$31.09	-\$1.50	-\$1.27	\$8.55	\$1.52	\$8.73	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$56.20
Apprentices	42-48	95%	\$36.92	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$64.21
	36-42	90%	\$34.97	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$62.26
	30-36	85%	\$33.03	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$60.32
	24-30	82%	\$31.87	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$59.16
	18-24	75%	\$29.15	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$56.44
	12-18	72%	\$27.98	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$55.27
	6-12	69%	\$26.81	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$54.10
	0-6	66%	\$25.65	-\$1.50	-\$1.20	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$52.94
	Pre-Apprentice	6-12	60%	\$23.32	-\$0.50	-\$0.88	\$8.55	\$1.52	\$10.91	\$5.09	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09
	0-6	55%	\$21.37	-\$0.50	-\$0.88	\$8.55	\$0.00	\$0.00	\$1.00	\$0.86	\$0.13	\$0.02	\$0.12	\$0.09	\$32.14

## MILLWRIGHTS

				Deductions		Fringe Benefits									
Millwrights	Apprentice Months	Percent (%)	Gross Wages	Savings	Dues	*Health	HRA	DB Pension	DC Pension	Apprentice/ Education	UBC Fund	MW UBC Fund	IAP/CA Fund*	LM Trust	Total Package
Classification															
Foreman		100%	\$43.00	-\$1.50	-\$1.63	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$71.16
Sub-Foreman		100%	\$41.50	-\$1.50	-\$1.63	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$69.66
Journeyman		100%	\$40.00	-\$1.50	-\$1.63	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$68.16
Interim JP 1001 - 2000		90%	\$36.00	-\$1.50	-\$1.31	\$8.55	\$1.30	\$9.66	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$63.09
Interim JP 0 - 1000		80%	\$32.00	-\$1.50	-\$1.31	\$8.55	\$1.30	\$8.58	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$58.01
Apprentices	42-48	95%	\$38.00	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$66.16
	36-42	90%	\$36.00	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$64.16
	30-36	85%	\$34.00	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$62.16
	24-30	82%	\$32.80	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$60.96
	18-24	75%	\$30.00	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$58.16
	12-18	72%	\$28.80	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$56.96
	6-12	69%	\$27.60	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$55.76
	0-6	66%	\$26.40	-\$1.50	-\$1.23	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$54.56
	Pre-Apprentice	6-12	60%	\$24.00	-\$0.50	-\$0.91	\$8.55	\$1.30	\$10.73	\$6.33	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09
	0-6	55%	\$22.00	-\$0.50	-\$0.91	\$8.55	\$0.00	\$0.00	\$1.00	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$32.80

## HIGHWAY HEAVY CARPENTERS & PILEDRIVERS

Highway Heavy Carpenters & Piledrivers	Apprentice Months	Percent (%)	Gross Wages	Deductions		Fringe Benefits									Total Package
				Savings	Dues	*Health	HRA	DB Pension	DC Pension	Apprentice/ Education	UBC Fund	MW UBC Fund	Industry Fund IAP/CA Fund**	LM Trust	
Classification															
Foreman		100%	\$42.43	-\$1.50	-\$1.61	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$69.71
Sub-Foreman		100%	\$40.93	-\$1.50	-\$1.61	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$68.21
Journeyman		100%	\$39.43	-\$1.50	-\$1.61	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$66.71
Interim JP 1001 - 2000		90%	\$35.49	-\$1.50	-\$1.29	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$62.77
Interim JP 0 - 1000		80%	\$31.54	-\$1.50	-\$1.29	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$58.82
Apprentices	42-48	95%	\$37.46	-\$1.50	-\$1.21	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$64.74
	36-42	90%	\$35.49	-\$1.50	-\$1.21	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$62.77
	30-36	85%	\$33.52	-\$1.50	-\$1.21	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$60.80
	24-30	82%	\$32.33	-\$1.50	-\$1.21	\$8.55	\$1.52	\$10.91	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$59.61
	18-24	80%	\$31.54	-\$1.50	-\$1.21	\$8.55	\$1.52	\$8.73	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$56.64
	12-18	78%	\$30.76	-\$1.50	-\$1.21	\$8.55	\$1.52	\$8.51	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$55.64
	6-12	76%	\$29.97	-\$1.50	-\$1.21	\$8.55	\$1.52	\$8.29	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$54.63
	0-6	72%	\$28.39	-\$1.50	-\$1.21	\$8.55	\$1.52	\$8.20	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$52.96
	Pre-Apprentice	6-12	65%	\$25.63	-\$0.50	-\$0.98	\$8.55	\$1.52	\$8.20	\$5.05	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09
0-6		60%	\$23.66	-\$0.50	-\$0.98	\$8.55	\$0.00	\$0.00	\$1.00	\$0.86	\$0.13	\$0.05	\$0.12	\$0.09	\$34.46

A.

1. Effective June 1, 2023: \$2.50 (included in total packages shown in wage tables)
2. Effective January 1, 2024 \$0.50 to the total package, entirely allocated to the Health Fund.
3. Effective June 1, 2024: \$3.00
  - a. Certain allocations are designated per a Memorandum of Agreement executed between the AGC of Wisconsin and the Union.
  - b. Effective on this date, the Local 314 area, including the counties of Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk, and Walworth shall be subject to its own allocations to fringe benefits.
4. Effective June 1, 2025: \$2.55

- B. Effective 6/3/24, the total package for work performed under Exhibit G of this Agreement shall be \$2.00 above commercial work, such additional \$2.00 to be allocated entirely to the gross wage. Effective 6/2/25, the total package for work performed under Exhibit G of this Agreement shall be \$3.00 above commercial work, such additional \$2.00 to be allocated entirely to the gross wage

**C. INTERIM JOURNEYPERSONS**

Individuals hired by an employer, who have not previously been classified as a journeyman or apprentice under this Agreement may be hired as an Interim Journeyman.

Interim Journeymen shall be paid:

- A. 80% of the journeyman total taxable wage rate, 80% of the Defined Benefit contribution, plus all non-taxable fringe benefit contributions at the journeyman rates, for a period of 1,000 hours.
- B. 90% of the journeyman total taxable wage rate, 90% of the Defined Benefit contribution, plus all non-taxable fringe benefit contributions for the next 1,000 hours.
- C. 100% of the journeyman total taxable wage rate plus all non-taxable fringe benefit contributions after the 2,000 working hours and completion of a minimum of 80 hours training.

Interim Journeymen must complete a minimum of 80 hours of training during their status as at Interim Journeyman. The Employer will issue a sponsorship letter to the Union upon hiring an Interim Journeyman. The Employer and Union will reach an agreement on the training needs of each specific Interim Journeyman.

Interim Journeymen shall be credited cumulatively for all hours worked under multiple employers, such hour totals to be verified by the fringe fund reports. An Employer may increase the Interim Journeyman's rate to the regular rate prior to the 2,000 hours.

The ratio of Interim Journeymen to Apprentices shall not be greater than 1 to 1 on a company-wide basis. All Interim Journeymen must be registered with the Union prior to starting work. Interim Journeymen must be paid regular Journeyman scale on prevailing wage work.

**D. WORK CONSERVATION.** 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.

**E. SUBSISTENCE ALLOWANCE.** Subsistence shall not be mandatory under the terms of this Agreement. However, the Employer will provide a written travel plan to the employee prior to the employee beginning travel to the project.

No Employer will challenge the Unemployment Compensation claim of an employee who refuses to travel more than fifty (50) miles from the employee's principle residence to a jobsite within the North Central States Regional Council of Carpenters' jurisdiction.

**F. DIVER AND TENDER PERFORMING BARGAINING UNIT WORK.** Pay rates as follows:

Diver Rate: \$3.50 above Journeyperson Pile Driver rate.

Tender Rate: Journeyperson Pile Driver Rate.

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

There will be a minimum of three (3) hours show-up pay at the appropriate rate of pay once a diver starts his/her dive.

Diver Expenses: One hundred dollars (\$100.00) per day for use of personal gear and fifty dollars (\$50.00) per day for use of air compressor.

- G. **FOREMAN PREMIUM.** A foreman shall be appointed by the Contractor and such foreman shall be a member of the bargaining unit and shall be employed under the terms of this Agreement. The foreman shall receive not less than \$ 3.00 per hour more than the applicable journeyperson wage rate provided in this Agreement. Effective 6/1/24, the foreman premium shall be \$3.25 over journeyman total package. Effective 6/1/25, the foreman premium shall be \$3.50 over journeyman total package.
- H. **SUB-FOREMAN PREMIUM.** Sub-foreman may be employed to assist the foreman when the Employer deems it necessary or advisable. Each sub-foreman shall receive not less than \$ 1.50 per hour over the applicable journeyperson wage rate provided in this Agreement. Effective 6/1/24, the sub-foreman premium shall be \$1.75 over journeyman total package. Effective 6/1/25, the sub-foreman premium shall be \$2.00 over journeyman total package.
- I. The foreman shall be selected by the Employer. The foreman shall represent the Employer in direction of employees at the site of work. The Employer shall have the right to add to or limit the duties of the foreman.
- J. **PAYMENT OF WAGES.** Contractors shall pay once each week on a calendar week basis and shall be allowed three (3) working days from the end of the payroll period to the date on which payroll checks are, at the Contractor's option, either distributed on the job or placed in the U.S. mail postmarked within the time limit specified herein. Provided that the employee has executed an authorization, the Employer may direct-deposit payroll checks to an account designated by the employee. Each employee shall be provided an itemized statement of hours worked and gross earnings and an itemized statement of all deductions made for any purpose for each pay period.
- K. All employees discharged shall receive pay in full at time of discharge. Employees laid off for an indefinite period are to be paid in full immediately on the job, or by mail postmarked within twenty-four (24) hours. In the event the check is not handed to said laid-off employee, or the postmark is later than the end of the employees next pay period, the laid-off employee shall receive an additional two (2) hours pay for each twenty-four (24) hours of delay.
- L. **NOTICE OF LAYOFF, DISCHARGE OR QUIT.** When an employee is laid off or discharged, a written notice giving date and reason for discharge is required at time of termination and such employee shall be allowed fifteen (15) minutes prior to designated quitting time for

pick-up of tools. An employee who quits shall also provide the Employer with written notice giving date and reason for quitting.

- M. **JOB INJURY.** Employees injured on the job site shall suffer no loss of time while being tended to, either at the job site or other facility during the day of the accident or injury provided the nature of the injury or accident prevents the employee from returning to work and is verified by the care giver.
- N. **PREVAILING WAGE RATE REPORTING.** Associated General Contractors of Wisconsin, Inc. agrees to yearly remind signatory contractors of completing and submitting prevailing wage rate reports to the Union and the State of Wisconsin and provide standard forms to facilitate such reporting. Yearly reminder mailings will be accomplished using labels provided by the Fund Office.
- O. Performance Pay is defined as additional base wage compensation at the discretion of the Employer, and not defined by the collective bargaining agreement for prevailing wage survey purposes.
- P. **JOURNEYPerson SKILL ADVANCEMENT TRAINING**

The Union recognizes the importance of journeyperson skill advancement training and agrees to fully cooperate with Employers to elevate skilled craftsmanship within the membership to keep signatory Employer competitive in the market place.

The Union and Employers agree to require a minimum of sixteen (16) hours of continuing education each year between June 1 and May 31. Journeypersons who do not fulfill this requirement may not be eligible for employment. Training hours can be cumulative. For example, a forty-hour class in one calendar year will fulfill a two-year obligation.

Effective June 1, 2023, all journeypersons must collaborate with their employer and participate in training through the CTI, such as:

1. First Aid/Adult CPR/AED—5hrs.
2. OSHA 10 Construction—10 hrs.
3. OSHA 30 Construction—30 hrs.
4. Rigging Qualification—40 hrs.
5. Rigger/Signal Qualification—8 hrs.
6. Hytorc Bolting Technician—8 hrs.
7. Open Welding—4 hrs.
8. ICRA in Healthcare Construction –24 hrs.
9. Scaffold Certification—40 hrs.

10. Advanced Metal Stud Framing—24 hrs.
11. Armstrong Wall/Ceiling System—12 hrs.
12. Solid Surface—12 hrs.
13. Mobile Elevated Work Platforms—8 hrs.
14. Powered Industrial Truck Operator Industrial—8 hrs.
15. Door Hardware—16 hrs.
16. Blueprint—16 hrs.
17. Total Station—16 hrs.
18. Flash Cove—12 hrs.
19. Floor Pattern Layout—12 hrs.
20. INSTALL Carpet Certification—11 hrs.
21. INSTALL Resilient Certification—11 hrs.
22. INSTALL Surface Preparation—16 hrs.
23. EPIC Professionalism Training—10 hrs.
24. More than a Bystander Anti-Harassment and Anti-Bullying Training

And other training available at CTI, or by the Employer with proof of training. OSHA 10 will be retaken every 5 years. Online and third-party training are acceptable.

All training provided by the CTI, acceptable/third parties and individual employer utilizing acceptable/certified third parties will count towards the annual continuing education requirement. If the Employer provides certified training to Union employees, notification of such training shall be forwarded to CTI administrative staff by the Employer.

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.

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

## **ARTICLE 8 – FRINGE BENEFIT TRUST FUNDS**

A. **CONTRIBUTIONS.** During the term of this Agreement, each Employer covered by this Agreement shall pay for each hour worked by all employees covered by this Agreement the sums per hour specified in Article 7(A), “Wage Rates”, to the following Funds:

1. The North Central States Regional Council of Carpenters Defined Benefit (D.B.) Pension Fund
2. The North Central States Regional Council of Carpenters Defined Contribution (D.C) Pension Fund
3. The North Central States Regional Council of Carpenters Health Fund
4. The North Central States Regional Council of Carpenters Training Fund
5. The Carpenters International Training Fund
6. The I.A.P. Contract Administration Fund
7. The Labor Management Trust Fund

And further, each such Employer shall deduct from the employee’s wages for each such hour worked by all such employees the sums per hour as specified in Article 7(A), for the following:

8. The North Central States Regional Council of Carpenters Savings Plan
9. The Working Dues Deduction for all employees who have signed authorization cards

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

B. The parties to this Agreement, and all Employers covered thereby, agree to be bound by all the terms of the respective Trust Agreements governing the establishment, administration, and operation of the Funds listed in Section 8(A) and 8(E) as amended from time to time, and further agree to be bound by all of the actions, rules, and regulations heretofore and hereafter adopted by the respective Boards of Trustees in accordance with the Trust Agreements. The parties to this Agreement and all Employers covered thereby, hereby accept as Trustees, the Trustees appointed under and in accordance with each such Trust Agreement and all succeeding Trustees as shall have been or will be appointed under and in accordance with each such Trust Agreement. The Employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the Scope of this authority.

The Parties agree that fully funding the DB Pension Fund, and appropriately funding the DC Pension Fund, Health Fund and Training Fund is a joint priority, while controlling the overall costs of fringe benefits is in the best interests of the participants and Employers. It

is agreed that contribution increases for the DB Pension Fund, DC Pension Fund, Health Fund, and Training Fund ("Funds") will first be satisfied through the parties mutually agreed upon reallocations from the DB Pension Fund, DC Pension Fund, Health Fund, Training Fund or a combination thereof, before contributions may be allocated from the base wage or any negotiated increase to the wage & fringe total package. Annual allocations between the Funds and contribution rates shall be determined by the Trustees for each fund, subject to mutual agreement of the parties.

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

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

- D. The Trustees of the Funds may for the purpose of collecting any payments required to be made to such Trust Funds under this Agreement, including liquidated damages, interest and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate relief and shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided in this Agreement.
- E. The term "Funds" as used in this Article shall have reference to and mean the North Central States Regional Council of Carpenters Defined Benefit Pension Fund, the North Central States Regional Council of Carpenters Defined Contribution Pension Fund, the North Central States Regional Council of Carpenters Health Fund, the North Central States Regional Council of Carpenters Training Fund, the North Central States Regional Council of Carpenters Vacation Fund, North Central States Regional Council of Carpenters Savings Plan and the Carpenters International Training Funds.

F. **PURPOSE OF SAVINGS PLAN AND TRAINING FUND.**

1. **SAVINGS PLAN.** There shall be hourly "Savings Plan" contributions made to the Carpenters Federal Credit Union, or such other financial institution designated by the Union. The Savings Plan hereby established is not a jointly trustee 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. All payment delinquency, and collection provisions of this Article shall apply to Savings Plan contributions. The Employer, via the Fund Office, shall deduct from Savings Plan contributions remitted to the Fund Office an amount equivalent to local union monthly dues provided that the employee has executed a written authorization allowing such a



deduction. Local union monthly dues deductions shall take place in a manner consistent with that set forth in Section 2(B) of this Agreement relating to the collection of Working Dues.

2. **TRAINING FUND.** The North Central States Regional Council of Carpenters Training Fund is a Trust Fund created for the purpose of perpetuating, promoting and improving apprenticeship training, and to further and increase the technological education of journeymen in all branches of the carpentry trade and for related purposes.
  
- G. **NATIONAL OR STATE HEALTH INSURANCE.** In the event National or State Health Insurance becomes law, this Agreement shall be open for the sole and exclusive purpose of apportioning the amount the then-current hourly contribution required by this Article between National or State Health Insurance, North Central States Regional Council of Carpenters Health Fund, and wages. The reapportionment shall be made in accordance with agreement reached between the Trustees of said Fund and the negotiating committees of the Associated General Contractors of Wisconsin, Inc. and North Central States Regional Council of Carpenters.
  
- H. **ANNUAL REVIEW OF THE TRAINING FUND.** To eliminate a situation where the financial status of the Training Fund would become insufficient or excessive and thereby have an effect on the technological education of a journeyman or number of apprentices indentured or to be indentured, an annual review of the financial condition of the Fund will be held each year immediately following the annual audit. This review shall be made by the Trustees of the Fund who shall be appointed under and in accordance with such Trust Agreement. Should the analysis of this review indicate the need for an adjustment in the contribution rate, it shall be the duty of the negotiating committee to meet and negotiate the details for the adjustment. The aforementioned negotiations shall pertain to the Training Fund only and shall have no effect on the rest of this Agreement.
  
- I. **LABOR MANAGEMENT FUND.** The parties agree with the concept that Labor Management Committees are beneficial to the promotion of Union construction as outlined in Exhibit C which is incorporated into and made a part of this Agreement. Contributions and deductions shall be designated for certain areas covered by this Collective Bargaining Agreement in Article 7(A) "WAGE RATES / CONTRIBUTIONS / DEDUCTIONS / AND OTHER PAYMENT PROVISIONS".
  
- J. **INDUSTRY ADVANCEMENT PROGRAM / CONTRACT ADMINISTRATION FUND.** During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay per hour for actual time worked to the Industry Advancement Program / Contract Administration Fund (IAP / CA Fund) for each employee covered by or subject to this Agreement, the amount specified in the Wage Rate Article. These payments shall be made no later than the fifteenth (15<sup>th</sup>) day of each month following the month for which payment is to be made. Payments are to be sent to the Fund Office, P.O. Box 282, Eau Claire, WI 54702.

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

insuring them, this IAP / CA Fund is established. The IAP / CA Fund assets may be utilized for the purposes and uses contemplated by the IAP / CA Fund Agreement.

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

The IAP / CA Board of Directors 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 inspections and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

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

**INDEMNIFICATION.** The Associated General Contractors of Wisconsin, Inc. hereby agrees to protect, defend, indemnify, and hold harmless the Union against any and all loss, damages, costs, and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims, and all causes of action or other forms of liability arising out of this CA FUND Article. The parties shall mutually agree upon the selection of the attorney who will provide legal defense.

**K. CARPENTERS INTERNATIONAL TRAINING FUND.** The Employer(s) and the Union recognize the need for the quality training of apprentices and journeypersons to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of ten cents (\$.10) per hour worked for each employee covered by this Agreement to the Carpenters International Training Fund. Payment to the Funds shall be made on or before the fifteenth (15<sup>th</sup>) day of the month following the month of the work performed and shall be remitted in accordance with the instructions of Trustees of the respective Funds.

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

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

This contribution shall be paid to the North Central States Regional Council of Carpenters' Central Depository, P.O. Box 282, Eau Claire, WI 54702.

**L. NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS DEFINED CONTRIBUTION FUND.**

1. The parties agree to establish, effective June 1, 2008, a Defined Contribution Pension Fund to be known as the North Central States Regional Council of Carpenters Defined Contribution (D.C.) Pension Fund. Employer shall contribute to the Fund an amount specified in Section 7(A).
2. The D.C. Fund shall be a jointly trusteeed fund established in compliance with Section 302 (c) (5) of the Labor Management Relations Act of 1947 as amended, the applicable provisions of the Employee Retirement Income and Security Act as amended, and the applicable provisions of the Internal Revenue Code.
3. Employer contributions to the D.C. Fund are considered a fringe benefit and are intended to be supplemental to contributions to the North Central States Regional Council of Carpenters Defined Benefit Pension Fund.

**M. NCSRCC DEFINED BENEFIT PENSION FUND REHABILITATION PLAN.**

1. The parties agree that the North Central States Regional Council of Carpenters Defined Benefit Pension Fund ("DB Pension Fund") has certified that the DB Pension Fund is in critical status, within the meaning of Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, for the Plan Year beginning January 1, 2017. Effective May 1, 2017 and based on information provided to them from the Trustees of the DB Pension Fund Plan, the parties hereby adopt the joint labor/management Preferred Schedule from the Rehabilitation Plan executed by the DB Pension Fund's officers and agree to implement the schedule of contribution increases from said Preferred Schedule no later than the respective effective dates of such contribution increases in the Preferred Schedule. The parties understand that, assuming the Pension Fund's actuarial assumptions are met, the Preferred Schedule will result in the Plan's emergence from endangered status within the time frame required under ERISA.
2. The Parties hereby continue the Preferred Schedule of the Initial Rehabilitation Plan, herein referenced, with a DB Pension Fund contribution increase of \$0.45 per hour on June 1, 2017.
3. The parties understand that the Pension Fund's actuary may inform the Trustees of the DB Pension Fund that the schedules adopted by the Parties have resulted in the Plan meeting, exceeding or not meeting the scheduled progress of the Rehabilitation Plan. In such an event, the parties agree to meet and bargain in good faith concerning the substitution of a revised schedule of contribution rates provided to them by the Trustees of the DB Pension Fund in accordance with Section 8(B) of the Agreement.
4. This section shall sunset automatically upon the expiration or satisfaction of the Rehabilitation Plan referenced herein.

**N. Variable Rate Pension Plan.**

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 to alleviate unfunded benefit liability; Whereas, the employers agree to make an additional contribution to the pension plan if, but only if, the Board of Trustees of the respective plans unanimously approves a complete conversion of the current benefit/design accrual to a variable benefit design/accrual; Now therefore, if the trustees of the North Central States Regional Council of Carpenters Pension Plan develop a variable benefit design, 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 unanimously resolves to adopt that variable benefit design then the bargaining parties will promptly notify the signatory employers that the pension contribution will, on the following June 1st, increase by an additional \$1.11 above and beyond the amounts negotiated in this Agreement. This additional amount shall be used to fund the variable benefit design. If a variable benefit design is adopted by the Board of Trustees and the additional contribution requirement is triggered, 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 Board of Trustees, the first \$2.00 of the reduction shall be reallocated by the Union. The next \$1.11 reduction shall be deducted from the total package. Thereafter, any reductions shall be reallocated by the Union.

**O. CONSTRUCTION BUSINESS GROUP**

The Parties agree to specify an additional contribution to the NCSRCC Labor Management Committee (LMC), 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 to CBG via the LMC will be five cents (\$.05) 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 LMC.

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 CBG's 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 the best interests of the Parties.

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 9 – NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS  
CENTRAL DEPOSITORY**

- A. In order to facilitate the payment by Employers of the contributions to the North Central States Regional Council of Carpenters Health Fund, to the North Central States Regional Council of Carpenters D.B. Pension Fund, to the North Central States Regional Council of Carpenters D.C. Pension Fund, to the North Central States Regional Council of Carpenters Training Fund, the North Central States Regional Council of Carpenters Savings Plan, and to the appropriate affiliated Union for check-off Union Working Dues Deduction, required to be made pursuant to Articles 7 and 8 of this Agreement, there is hereby established a central depository office to be operated and administered, under the name of the North Central States Regional Council of Carpenters Central Depository by the Administrative Manager of the North Central States Regional Council of Carpenters D.B. Pension Fund. Upon mutual consent of both parties, the Administration of the Central Depository may be changed to another location.
- B. During the life of this Agreement, all Employers covered by this Agreement shall pay (a) the contributions required to be made to the several Funds enumerated in Section 8(A) in accordance with Articles 7 and 8 of the Agreement and (b) the check-off Union Working Dues Deduction (Section 2(C)) to the North Central States Regional Council of Carpenters Central Depository for the distribution to the Trustees of these several Funds or to the North Central States Regional Council of Carpenters (for working assessments), respectively, or to their several authorized agents or depositories. All such contributions intended for the several Funds and/or Union, respectively, may be paid with a single remittance, such remittance to be made payable to the North Central States Regional Council of Carpenters Central Depository and to be sent together with the required remittance reports, to:

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS  
CENTRAL DEPOSITORY  
P.O. BOX 282  
EAU CLAIRE, WI 54702

Said contributions shall be paid at such intervals and at such times as is provided for in Article 7 of this Agreement to the North Central States Regional Council of Carpenters Central Depository for work performed in the geographical area as defined in Exhibit “A”.

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

**ARTICLE 10 – DELINQUENCY PROVISION AND BONDING**

- A. In the event an Employer becomes delinquent in the payment of the sums required to be paid to the several Trust Funds as provided in Article 8 of this Agreement, then such Employer shall become obligated for all claims that may arise during the period of delinquency. In addition, in the event the Trustees of any of the several Trust Funds have not established a schedule of liquidated damages to be paid in the event of delinquency in making required payments, then an Employer who has become delinquent in making such

payments shall become liable for the payment of liquidated damages in the amount equal to twenty percent (20%) of the payments which are overdue and thus delinquent for a period of fifteen (15) days after notice by Trustees of delinquency, it shall not be a violation of this Agreement for the Union to refuse to supply employees and applicants, to, and to prohibit employees covered by this Agreement from working for, any such delinquent Employer.

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

C. **BONDING AND ALTERNATIVE.**

1. Each Employer shall be required to post with the office of the Fund Administrator, the Wisconsin Carpenters Central Depository, a cash or surety bond in form satisfactory to the Trustees of the Trust Funds referred to in Section 8(A) and in the face amount of fifty thousand dollar (\$50,000) bond, which bond shall cover all of the Trust Funds referred to in Section 8(A). Any such surety bond shall assure payment of all sums required to be paid to such Trust Funds under this Agreement in the event of the Employer's subsequent delinquency as to any or all such Trust Funds, and it shall be kept in force and be maintained in full amount for a period of not less than twelve (12) consecutive calendar months during which no delinquency has occurred on the part of such Employer. It shall not be a violation of this Agreement for the Union to refuse to supply employees and applicants to, and to prohibit employees covered by this Agreement from working for, any such delinquent Employer who fails or refuses to provide or maintain such bond.

2. As an alternative to Section 10(C)(1), the employer may secure a letter of credit from a financial institution in the specified amount.

3. As another alternative to Section 10(C)(1), 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 Section 10(C)(1). The Employer may cash out the escrow account at such time as it can satisfy 10(C)(1) or 10(C)(2) above.

D. The requirements of Section 10(C) shall not apply to any Employer that, during the twelve (12) months immediately preceding the effective date of this Agreement, has made all timely payments required to be paid to the several Trust Funds referred to in Section 8(A) pursuant to a collective bargaining agreement requiring the payment of contributions to such Trust Funds.

E. The requirements of Section 10(C) shall not apply to an Employer that has not been a party to a collective bargaining agreement requiring payment of contributions to any of the Trust Funds described in Section 8(A) provided such Employer can establish that during the twelve (12) month period immediately preceding the date that it first becomes a party to this Agreement, it was contractually required to make contributions to multi-employer fringe benefit funds established under Section 302(c) (5), (6), (7), and (8) of the Labor Management Relations Act and that it is not delinquent and has not been delinquent, during

such twelve (12) month period, in payment of the contributions required to be paid to such multi-employer fringe benefit Funds.

- F. If during the life of this Agreement any Employer becomes delinquent in the payment of required contributions for a particular contribution month (as provided in Section 8(A) and Section 10(A)) to any or all of the Trust Funds referred to in Section 8(A), and such Employer has been notified in writing of such delinquency, then such Employer shall (in addition to paying the full amount due) be required to post with the office of the Fund Administrator, of the Wisconsin Central Depository, a cash or surety bond in accordance with the requirements of Section 10(C) and the exemptions provided under Section 10(D) and 10(E) shall no longer be applicable to such Employer.

## **ARTICLE 11 – HOURS OF WORK**

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

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

The Union and Employer are committed to preventing absenteeism and may agree in writing to a Work Conservation Arrangement to address issues of absenteeism that disrupts crew productivity. Such Work Conservation Arrangement may address hours, premiums, corrective actions, or other factors that may be agreed to by the Union and Employer.

- B. **OVERTIME, SATURDAY, SUNDAY, AND HOLIDAY WORK.**

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

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

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

3. On Projects of at least two (2) weeks duration, the workweek may, at the Contractor's option, consist of a four (4) day forty (40) hour week, Monday through Saturday, consisting of four (4) ten (10) hour days without overtime rates applying. However, Saturday may only be used as a straight-time day if time has been lost during a workday due to inclement weather or conditions beyond the Contractors' control. No one is to be discriminated against for choosing not to work on Saturday. When working such workweek all hours worked in excess of ten (10) hours per day shall be paid at one and one-half (1 ½) the hourly rate of pay. All hours worked in excess of forty (40) hours after four (4) work days shall be paid at one and one-half (1 ½) times the hourly rate of pay, and double time for Sundays and Holidays. The Contractor shall advise the North Central States Regional Council of Carpenters of the establishment of such workweek prior to implementation.
4. The workweek may, at the contractor's option scheduled the week in advance, consist of a five (5) day forty (40) hour week Monday through Friday consisting of four (4) nine (9) hour days and one (1) four (4) hour day. When working such a schedule, all hours worked in excess of nine (9) hours per day or forty (40) hours per week shall be paid at one and one half (1 ½) times the hourly rate.

The workweek option provided for in this paragraph shall not be available when shift work, as provided for in Section 11(D) is being performed.

**C. OVERTIME AND SHIFT PERMITS.**

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

**D. SHIFT WORK.**

1. A shift for the purpose of this Agreement shall mean one (1) or more crews of employees working on a pre-arranged schedule of hours, other than the normal workday as provided for in this Agreement.
2. All jobs on which shifts are contemplated must be reported to the Union.
3. A shift termed the first day shift falling within the normal workweek shall consist of eight (8), ten (10), or twelve (12) hours. The first shift starting time will be between 6:00 A.M. to 9:00 A.M.
4. A shift termed the second shift, falling within the shift workweek shall consist of eight (8) hours of work for a total of eight (8) hours pay, ten (10) hours of work for ten (10) hours of pay, or twelve (12) hours of work for twelve (12) hours of pay. The shift premium shall be three dollar twenty-five cents (\$3.25) per hour worked. The unpaid lunch break shall be taken as near as possible to mid-shift.



5. A shift termed the third shift, falling within the shift workweek shall consist of eight (8) hours of work for a total of eight (8) hours pay. The shift premium shall be three dollar twenty-five cents (\$3.25) per hour worked. The unpaid lunch break shall be taken as near as possible to mid-shift.
6. Hours worked outside of the established shift shall be paid at one and one-half (1 1/2) times the normal hourly wage. Sunday or Holiday hours worked shall be paid at double the normal hourly wage.
7. No employee shall be required to work a broken shift. Employees shall have at least 8 hours off between the end of one shift and the start of the next shift.

**E. SPECIAL SINGLE SHIFT**

1. The Union and the Employer recognize that there are situations where work must be done over shifts that do not fit within the standard “workday” definition in Section 11(A), or within the “second shift” and “third shift” definitions in Section 11(D). In situations that are not considered “shift work” under Section 11(D), and where four (4) hours or more are worked between the hours of 6:00 p.m. and 6:00 a.m., the Employer may schedule a “special single shift.” The Employer may schedule the “special single shift” to be the length of a standard workday, or may schedule it to be ten (10) hours long, consistent with Section 11(B)(3). “Special single shift” starting times and lengths will be designated on a weekly basis.
2. All time worked *outside of* the established “special single shift” shall be considered overtime and shall be paid at one and one-half (1.5) times the normal hourly wage. Any time worked on a Sunday or Holiday shall be paid at double the normal hour wage as defined under Section 11(B)(2).
3. All hours worked in a “special single shift” shall be compensated by an additional monetary equivalent of ten percent (10%) per hour of the Journeyperson hourly wage rate.
4. No employee shall be required to work a broken shift. Employees shall have at least 8 hours off between the end of one shift and the start of the next shift.
5. The provisions of this section do not apply to any other section of this Agreement, including Section 11(D).

- F. LEGAL HOLIDAYS.** New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For the purpose of this Agreement, any of the above designated Holidays which fall on a Sunday shall be observed on the following Monday, and falling on a Saturday shall be observed on the preceding Friday. The day of Christmas Eve shall also be considered a Holiday for employees working after the regular day shift and the second and third shifts pursuant to Section 11(D) (Shift Work).

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

- G. **CALL OUT AND REPORTING PAY.** Employees called out for unscheduled work shall receive a minimum of four (4) hours pay. Employees not notified by the Contractor two hours prior to the start of the shift, and who reports for work at the regular time shall be paid two (2) hours pay if they are not put to work.

## **ARTICLE 12 – GENERAL AND MISCELLANEOUS PROVISIONS**

A. **MACHINERY AND TOOLS.**

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

- B. **EMPLOYER RESTRICTIONS.** No officer or partner of a contracting firm or an individual doing business as a Contractor shall be permitted to do bargaining unit work on a job unless journeymen are employed and in no case shall more than one (1) such member be permitted to perform bargaining unit work. Such individuals shall be required to work under the provisions of Article 11.

C. **STEWARDS.**

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

D. **UNION REPRESENTATIVE.**

1. Authorized representatives of the North Central States Regional Council of Carpenters shall have access to all jobs under construction, provided, however, that they shall report their presence to the Contractor or his immediate representative on the jobsite

and shall not interfere with employees during working hours. The representatives shall comply with the specific project safety rules and regulations.

2. The authorized Business Representative of the North Central States Regional Council of Carpenters may request the Contractor in writing for a notarized statement of a specific employee's wages and hours on a particular job for a particular period if the North Central States Regional Council of Carpenters has reasonable cause to suspect that provisions of the contract are not being complied with. A copy of the aforesaid request will be sent to the party and the Association. A copy of the notarized statement will be sent to the North Central States Regional Council of Carpenters within three (3) working days after receipt of request.
- E. **NO LIMITATION ON AMOUNT OF WORK.** There shall be no limitation as to the amount of work a person shall perform during the working day.
- F. **NO RESTRICTION ON USE OF MACHINERY OR TOOLS.** There shall be no restriction on the use of machinery or tools, furnished by the Contractor, provided that they are operated by employees of the craft assigned the work by the Contractor.
- G. **DISCHARGE FOR CAUSE.** The Contractor reserves the right to discharge an employee for cause, subject however, to the right of arbitration as provided in Article 5. Grievances arising as a result of discharge must be delivered to the Contractor in writing within ten (10) days of the date of discharge. Employees not complying with this requirement will forfeit their right to prosecute their grievance.
- H. **NO CONTRACTING BY EMPLOYEES.**
1. It is agreed that employees represented by the Union shall not contract or subcontract any work. This shall not prevent any employees represented by the Union from legitimately entering business as a Contractor providing he has been so recorded with the North Central States Regional Council of Carpenters and the Contractor has been notified. It is the responsibility and duty of the North Central States Regional Council of Carpenters to notify the Contractor of all carpenters doing contract work.
  2. In the event any employee represented by the Union violated this Section of the Agreement and upon notice to the North Central States Regional Council of Carpenters by the Contractor, the North Central States Regional Council of Carpenters agree that individually and collectively they will use their best efforts to discourage such violation. The Contractor may refuse employment to any employee represented by the Unions who violated this "No Contracting" provision. Exceptions to this provision can be made in individual cases by mutual consent.
- I. **SUBCONTRACTING.**
1. It is agreed that any work sublet and to be done at the site of the construction, alteration, painting or repair of a building, structure or other work and when a portion of said work to be sublet is under the jurisdiction of this Agreement, the work shall be sublet to a subcontractor signatory to an Agreement with the North Central States Regional Council of Carpenters.

2. When situations arise wherein the low bidder is not signatory to this Agreement and before the letting of such work, the Contractor must notify the North Central States Regional Council of Carpenters in order that the North Central States Regional Council of Carpenters has an opportunity to meet with the Contractor and subcontractor in an attempt to work toward a solution of having the work in question done by members of the bargaining unit.
3. If the Contractor does not notify and meet with the Union, paragraph (1) applies and paragraph (2) does not.

**J. JOBSITE FACILITIES.**

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

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

**L. EMPLOYMENT VIOLATIONS.** It is further understood and agreed that it shall not be considered a violation of this Agreement if employees are removed from a jobsite due to Contractor's failure to comply with Article 2, Section 7(A), or 8(A) of this Agreement.

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

**N. CONSTRUCTION (CO-OP) EDUCATION PROGRAM.**

1. Any student enrolled in a Construction Management, Engineering, or Administration Programs at a nationally accredited college or university is free to be employed and work at the trade without becoming and remaining a member of the Union during the required Co-op period only, and Article 2 shall not apply to such student.
2. At no time will such student displace a carpenter or carpenter-apprentice.
3. The North Central States Regional Council of Carpenters must be notified in writing when a Contractor intends to employ such a student at the trade. No more than one (1) such student per Employer is to be employed at the trade.

**O. COFFEE BREAK.** Employers will not object to an employee taking a coffee break in the morning if such break does not cause loss of work time in excess of ten (10) minutes. When ten (10) or more hours are worked in a day, a second ten (10) minute break will be given. The second ten (10) minute coffee break shall be taken as near as possible to mid-shift or at a time mutually agreed upon by the affected employees.

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

**P. WEARING APPAREL.**

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

**Q. MILLWRIGHT TOOLS AND STORAGE.**

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

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

1. Special Clothing Requirements
2. Safety Rules and Requirements
3. Restricted Access Areas
4. Sanitation and Personal Hygiene Requirements
5. Security Rules and Requirements
6. Drug and Alcohol Sale, Possession, or Usage Rules
7. Drug and Alcohol Testing Requirements – Governed by Exhibit C Provisions
8. Noise Limitations
9. Rules Related To the Use of TV’s, Radios, Tape or CD Players, and Transmitters
10. Smoking Restrictions – Construction Tradepersons May Use Owners’ Smoking Area
11. Rules Prohibiting Sexual Harassment
12. Rules Related To The Use of Owner’s Facilities, Utilities, Material and Equipment
13. Objectionable Language, Pictures, and Printed Apparel
14. Site Access and Parking Restrictions

For other owner-imposed rules, the Contractor shall discuss owners’ requirements with the North Central States Regional Council of Carpenters prior to implementation and come to an accord before implementation.

S. **USE OF CELL PHONES/PAGERS.** Employees shall not use cellular phones and pagers while working on the project site. Use of such equipment shall be confined to non-working hours, including the lunch break.

T. **Nursing Mothers.** The Employer agrees to follow the provisions of the Providing Urgent Maternal Protections (PUMP) Act for nursing mothers.

### **ARTICLE 13 – APPRENTICESHIP**

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

B. Apprentices shall be indentured in accordance with Chapter 106 of the Wisconsin Statutes, as amended, including attendance at school, and their employment shall be in accordance

with the rules of the Department of Workforce Development governing carpenter-apprentices.

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

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

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

If, after satisfying the procedure described in Section 4(A) of this Agreement, a Contractor is unable to procure a qualified journeyperson, then the Contractor may hire additional apprentices at a ratio of up to one (1) apprentice for each one (1) journeyperson employed by the Contractor. The Contractor shall be entitled to maintain the apprentice to journeyperson employment ration established under this procedure; however, the Contractor may not increase the ratio of apprentices to journeypersons through attrition. The pre-apprentice ration may be no greater than one (1) pre apprentice for each three (3) journeypersons employed by the contractor.

Ratios are determined on a payroll basis.

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

E. **PRE-APPRENTICE**

1. The established pre-apprenticeship percentage is calculated on the normal hourly base rate with the fringe benefits as below.
2. The ratio of pre-apprentices is one (1) pre-apprentice for each indentured apprentice employed by the contractor.
3. A pre-apprentice will not displace a journeyperson or indentured apprentice.
4. Pre-apprentices will not work unsupervised. If pre-apprentices affect prevailing wage certification, Section 13(E) does not apply to this contract.
5. A pre-apprentice can be placed in any of the percentage tiers of the pay schedule based on his/her experience or qualifications.

**F. PRE-APPRENTICESHIP OPTIONS:**

1. Any time before or at the end of one year, the pre-apprentice may enter the four (4) year apprenticeship program.
2. The Pre-Apprentice may be hired for a total of 1460 hours, and not more than one year. After 1460 hours of employment, the employer shall sponsor the PA into the apprentice program. Nothing shall prevent the Employer from advancing the PA into either a different hours category or apprentice program.
3. If an Employer utilizes PAs, then the Employer shall be allowed to hire one (1) PA 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. If the Employer does not choose to hire a PA, then the hiring rules regarding apprentices found in Article 13 shall apply. Employers are required to maintain accurate employment records and apprentice sponsorship records of each PA. Employers who are found to have violated the terms of this Article shall be liable for the payment of first year apprentice wages and contributions for each PA employed.
4. The PA is an entry-level learner position and shall assist apprentice and journeymen carpenters in the performance of their work.
5. There shall be a mandatory review of Pre-Apprentices by the Employer and Union after approximately three months of employment to discuss entry into the apprenticeship program.

**G. YOUTH APPRENTICES**

1. By utilizing the State of Wisconsin Department of Workforce Development Youth Apprenticeship (YA), we will be able to expose the future of our industry to the carpenter trade. Through this exposure to the trade both the Union and Employer believe that we can actively support recruitment and provide a seamless transition into the NCSRCC apprenticeship program. Employer will notify the Union and coordinate the signing day.

**ARTICLE 14 – JURISDICTION AND JURISDICTIONAL DISPUTES**

- A. **JURISDICTION.** This Agreement shall cover all job classifications provided for herein and all work performed in the Scope of Work provided for in Exhibits D, E, F, and G to this Agreement.
- B. **DUAL ASSIGNMENT.** It is the Employer's obligation to assign the work described in this Agreement, or the Exhibit B attached hereto, to the members of the bargaining unit. For a claim of improper assignment to merit consideration of pay for members of the claiming craft, the claim of improper assignment must be made within seven (7) days after commencement of the claimed item of work. In such cases, the Employer will continue with his original assignment until the two (2) Business Agents of the claiming Unions or



the International Representatives of the claiming Unions resolve the jurisdictional dispute. The Employer will not be liable for any back wages if, upon written notification of the decision of the Business Agent or the International Representative, he makes the assignment in accordance with their decision. Back wages, if assessed for non-compliance with the final decision of the Business Agents and/or International Representatives shall begin from the date of receipt of written notice.

**C. JURISDICTIONAL DISPUTES.**

In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work called by the Union while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled or resolved. A jurisdictional dispute is defined as a dispute between unions over the assignment of work and in which the Employer has an interest.

It is further agreed that the local representatives of the Local Unions involved shall make every effort to settle or resolve the jurisdictional dispute. If these local representatives of the Local Unions fail to settle or resolve the jurisdictional dispute within five (5) days after the dispute is referred to them, then it is further agreed that the proper representative of the International Union of the Local Unions involved shall be informed of the jurisdictional dispute.

**ARTICLE 15 – PICKET LINES / NO STRIKE / NO LOCKOUT**

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

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

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

**ARTICLE 16 – SEPARABILITY AND INDEMNIFICATION**

- A. **SEPARABILITY.** Any provisions of this Agreement which may be in violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of this Agreement are held or constituted to be void, or be in violation of any such laws, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of any such laws, then the contract shall be reopened for the purpose of renegotiating the subject matter covered by such provisions, but only for such purposes.
- B. **INDEMNIFICATION.** The Union hereby agrees to protect, defend, indemnify, and hold harmless any Contractor who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by any person or governmental agency that may arise out of or by reason of action

taken by any Contractor in agreeing to and complying with either the Working Dues Deduction provisions of this Agreement (Article 2) or the Union Referral provisions of this Agreement (Article 5) or by reason of the Union's establishment, maintenance, and/or operation of the Union Referral system of referral of applicants for employment.

**ACCEPTANCE OF AGREEMENT**

**BETWEEN**

**NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS**

**And**

**ASSOCIATED GENERAL CONTRACTORS OF WISCONSIN, INC.**

**June 1, 2023 through May 31, 2026**

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

**NORTH CENTRAL STATES  
REGIONAL COUNCIL OF CARPENTERS**

**ASSOCIATED GENERAL CONTRACTORS  
OF WISCONSIN, INC.**

  
\_\_\_\_\_  
**PATRICK NILSEN, EST**

  
\_\_\_\_\_  
**ROBERT BARKER, EXECUTIVE VICE PRESIDENT**

## EXHIBIT A – JURISDICTION



The North Central States Regional Council of Carpenters' Wisconsin Jurisdiction includes the following Counties:

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

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

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

## **EXHIBIT B – TRADE AUTONOMY**

- A. The Trade Autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erection, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing, and dismantling of machinery, equipment and all materials used by members of the United Brotherhood.
  
- B. Our claim of jurisdiction, therefore, includes but is not limited to the following divisions and subdivisions of the trade:
  
- E. Carpenters and Joiners; Millwrights; Piledrivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timber Workers and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Mill and Factory Workers; Wood and Resilient Floor Layers, and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters and Car Builders, Show, Display and Exhibition Workers; and Lathers, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions and the handling, erecting and installing material on any of the above divisions or subdivisions, burning, welding, and rigging and the use of any instrument or tool for layout work incidental to the trade, the erection and placement of all materials used in lathing procedures, and all work with and on robotics, included but not limited to, rigging, handling, installing, maintaining, programming, and use of all stationary and/or portable robots. When the term “carpenter(s)” or “carpenter(s) and joiner(s)” are used, it shall mean all the divisions and subdivisions of the trade.
  
- C. It is hereby agreed that the words “...instrument or tool for the layout work, incidental to the trade”, are not intended to assign exclusive jurisdiction over such instrument or tool to bargaining unit members.

## **EXHIBIT C – CONSTRUCTION LABOR MANAGEMENT COUNCILS**

- A. The parties agree to participate in various Labor Management Councils which may be established within the geographic jurisdictions and of this Agreement which are established under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C., paragraph 175(a), and Section 302(c)(9) of the Taft-Hartley Act, 29 U.S.C., paragraph 186 (c)(9). The permissible purposes of these committees include the following:
1. To improve communication between representatives of labor and management, and engender cooperative and harmonious relations between labor and management in the construction industry;
  2. To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
  3. To provide a forum for open and honest discussion of problems confronting employees and Employers in the construction industry;
  4. To study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
  5. To enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of worklife for employees in the construction industry;
  6. To expand and improve working relationships between workers and managers;
  7. To avoid disputes between labor and management before they arise, and to assist in promptly and fairly resolving disputes when they do arise;
  8. To promote the use of safe, efficient, high quality construction services in development, maintenance, and rehabilitation of industrial and commercial facilities;
  9. To seek to maintain a productive dialogue with users of construction services;
  10. To foster the development of craft skills and high quality training in the construction industry;
  11. To foster improvements in occupational safety and health and other working conditions in the construction industry; and
  12. To engage in any other lawful activities incidental or related to the accomplishment of these purposes.
- B. The Committee shall function in accordance with, and as provided in, the governing documents of the committee and subsequent amendments thereto.

The Employer(s) party to this Collective Bargaining Agreement will contribute an amount mutually agreed on a monthly basis to the various Labor Management Councils when working within the designated geographic jurisdiction. The monies of each committee

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

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

## **EXHIBIT D – CARPENTER WORK RECOGNITION AND JURISDICTIONAL CLAIMS SCOPE OF WORK**

The term “carpenters” and the term “joiners” are synonymous and in either case shall mean one who performs the work normally allotted to this trade which, subject to the rules and procedures of the National Joint Board for the handling of Jurisdictional Disputes, is described as follows:

- A. The framing, erecting and prefabrication of roofs, roof trusses, partitions, floors, and other parts of buildings of wood or other substitutes. The building and setting of all concrete forms and decking, and the dismantling of same when they are to be reused anywhere. If made of wood, the cutting and hanging of all framework for roofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by the carpenters. The setting of wood templates for anchor bolts for structural members and for machinery and the placing, leveling, and bracing of those bolts. If made of wood, the setting of all bulkheads, fabricating of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member.
- B. The handling of materials from the point of distributive stockpile. The handling of all fixtures from the delivery truck.
- C. The building and moving of all scaffolding, runways and staying where carpenters’ tools are used, the building from the ground up of all scaffolds over fourteen feet (14') in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood.
- D. Any tarps or plastic material used for the construction of temporary windbreak and weather protection, but not including coverings for concrete slabs and building materials is the work of the carpenter.
- E. The cutting or framing of openings for pipes, conduits, ducts, etc. where they pass through floors, partitions, walls, roofs, or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts, backing and sleeves for pipes, ducts, and fixtures, etc. where carpenters' tools and knowledge are required. The welding of studs and other fastenings to receive material being applied by the carpenters, if these are not contrary to International Agreements.
- F. The installation of all interior and exterior trim or finish of wood, plastic, doors, transoms, thresholds, and windows. The setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used. The installation of all wood, metal or other substitutes of castings, moldings, chair rails, wainscoting, china closets, base or mop boards, wardrobes, metal partitions as per national decisions or specific agreements, etc. The complete laying out, fabrication and forming of concrete stairs, and erecting of wood stairs. The installation of all fixtures, cabinets, shelving, racks, louvers, miscellaneous accessories made of wood. The application of all hardware in connection with our work. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands, and other buildings. If the contractor manufactures or fabricates the installation of all screens, storm sashes, storm doors and garage doors, the installation of



all weather stripping, inside and outside blinds, the installation of wood, plastic or metal awnings, wooden door shelters, jalousies, optical tooling and plastic welding.

- G. The installation of all material used in drywall construction such as plasterboard, and other composition boards. The application of all materials, which serve as a base for acoustic tile, except plaster. All acoustical applications as per national decisions or local agreements.
- H. The building of all barricades and enclosures including, but not limited to, containment units.
- I. The installation of rock wool, cork and other insulation material used for sound or weatherproofing. The removal of caulking and replacing of staff bead and brick mold and all Oakum caulking, substitutes, etc. and all other caulking in connection with carpenter work.
- J. The installation of chalk boards as per national decisions and local agreements.
- K. The erection of vertical and horizontal siding.
- L. 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 journey person carpenters and apprentices:  
  
All carrying bars, wooden purlins and furring regardless of size, light iron and metal furring of all description, such as rods, channels, flat iron, Nailock, Screwlock, Pomeroy, T. Bar, H. Bar, Z. Bar, metal splines; all light iron and metal studs such as Stran Steel, Penn Metal, Tucson and all other types of light iron and metal studs and all other light iron furring erected to receive lath and plaster or acoustical materials.
- M. The nailing, tying and fastening of all wire and metal lath such as wire cloth, wire mesh, expanded metal lath, hyrib lath and rib and flat expanding metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings on any of the above types of light iron and metal furring which receives lath and plaster or acoustical materials; the placing of all types of floor lath such as hyrib, paperback steelflex floor lath, Penn metal rib and all other appurtenances connected therewith.
- N. 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.
- O. 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.

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

## **EXHIBIT E – FLOOR COVERER WORK RECOGNITION AND JURISDICTIONAL CLAIMS SCOPE OF WORK**

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

## **EXHIBIT F – MILLWRIGHT WORK RECOGNITION AND JURISDICTIONAL CLAIMS SCOPE OF WORK**

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

**EXHIBIT G – PILEDRIVER AND HIGHWAY/HEAVY CARPENTER WORK  
RECOGNITION AND JURISDICTION CLAIM SCOPE OF WORK**

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

The wage rate for such work described above (the “highway-heavy wage rate”) shall be applicable only to highway and heavy work as defined in Davis-Bacon regulations and supporting memoranda, regardless of funding source. Non-highway and non-heavy work shall be paid at the commercial rates contained in this Agreement. The implementation of the highway-heavy wage rate is contingent on the union and employers establishing the Davis-Bacon prevailing wage rate with the negotiated highway-heavy wage rate for carpenters and pile drivers.

## MEMORANDUM OF AGREEMENT

This Master Carpenters Building Agreement made and entered into by and between

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(Name of Contractor)

its successors and assign, hereinafter referred to as the “Contractor”, First Party, and the North Central States Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the “Union”, Second Party.

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

- A. The Contractor recognizes the Union as the sole and exclusive bargaining representative for and on behalf of the employees of the Contractor within the territorial and occupational jurisdiction of the Union, as specified in this Agreement. The term “employees”, as used in the Contract included all persons who perform the work of carpenters as journeymen, apprentices, pre-apprentices and others who are in the process of learning the work of a carpenter.
- B. The Union has claimed and the Employer is satisfied and acknowledges that the Union represents a majority of the Employer’s employees in the bargaining unit covered by this Labor Agreement. The Employer hereby recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees who perform work within such collective bargaining unit for all present and future jobsites within the geographical jurisdiction covered by this Agreement.
- C. The parties hereby adopt the Master Agreement dated June 1, 2023, to May 31, 2026, entered into by and between the Associated General Contractors of Wisconsin, Inc., and the Union, and the parties do hereby mutually agree to be bound by the terms and conditions of that Master Agreement and the Agreement and Declarations of Trusts of all Funds listed in the Master Agreement.
- D. This Agreement and the adoption of the Master Agreement and the Agreements and Declarations of Trusts referred to in Paragraph 3 above, shall be effective as of \_\_\_\_\_, and remain in effect to and including the expiration date of the Master Agreement adopted herein. This Memorandum of Agreement shall continue in effect thereafter and the parties agree to adopt any Master Agreement entered into between the Union, and the Associated General Contractors of Wisconsin, Inc., its successors and assigns, subsequent to the expiration date of the Master Agreement herein adopted unless notice of termination or amendment is given in the manner provided herein.
- E. In the event of an area strike over negotiations of the Master Agreement, it will not be considered a violation of this Agreement for the Contractor to stop work or for the Union to stop the work for the duration of the strike.

F. Either party desiring to amend or terminate this Memorandum of Agreement must notify the other party in writing at least ninety (90) days prior to the expiration of the Master Agreement adopted herein.

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

# EXHIBIT H –MOU ADDRESSING NCSRCC HEALTH FUND

700 Olive Street • Saint Paul, MN 55130



Phone: 651.646.7207 • Fax: 651.645.8318

## Memorandum of Understanding To the Greater Wisconsin Working Agreement between the NCSRCC and the AGC of Wisconsin to address the Funding of the NCSRCC Health Plan

This Memorandum of Understanding (“MOU”) shall be part of the Greater Wisconsin Working Agreement between the NCSRCC (“Union”) and the Associated General Contractors of Wisconsin (“Employers”) for the duration of June 1, 2023 to May 31, 2026 (“the Agreement”).

The NCSRCC Health Plan has declining reserves and is projected to have continued declining reserves for the period of this agreement without plan design changes. To address these concerns, the Parties to the Agreement direct the trustees of the NCSRCC Health Fund to modernize the structure of the plan, explore moving to a dollar bank structure, and explore all options to address funding concerns, and additionally agree to the following:

Effective 1/1/24, the Employers shall remit an additional \$0.50 to the NCSRCC Health Plan.

Effective 6/1/24, the Employers shall remit an additional \$0.30 to the NCSRCC Health Plan, and \$0.05 to the LMC.

Effective 6/1/24, the Union will allocate \$0.50 from the HRA to the NCSRCC Health Plan.

This MOU shall be binding upon the parties and shall continue in full force and effect for the duration of the AGC/NCSRCC Greater Wisconsin Working Agreement.

Dated: 5/31/23

  
AGC of Wisconsin

  
NCSRCC Representative



IN WITNESS WHEREOF, the parties have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NORTH CENTRAL STATES  
REGIONAL COUNCIL OF CARPENTERS**

By: \_\_\_\_\_  
Signature of Business Representative

\_\_\_\_\_  
Print Name of Business Representative

\_\_\_\_\_  
Address of Union

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Print Name of Company

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Print Name of Contractor Representative

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
City, State Zip

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Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Workers Compensation Number

\_\_\_\_\_  
Unemployment Comp. Number

\_\_\_\_\_  
Federal Employee ID Number (FEIN)

\_\_\_\_\_  
Bonding Number

**VOLUNTARY RECOGNITION AGREEMENT**

This Agreement for voluntary recognition is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the “Employer”) and the North Central States Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (herein referred to as the “Union”).

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

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

**NORTH CENTRAL STATES  
REGIONAL COUNCIL OF CARPENTERS**

Address of Union	Print Name of Company
City, State Zip	Address of Contractor
City, State Zip	City, State Zip
By: _____ Signature of Business Representative	Signature of Contractor Representative
Print Name of Business Representative	Print Name of Contractor Representative
Title	Title