

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

CONSTRUCTION & GENERAL LABORERS' UNION
LOCAL 1329

Case Nos. 30-CA-18129
30-CB-5352

and

NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS

NOTICE OF MOTION AND MOTION FOR PARTIAL SUMMARY JUDGMENT

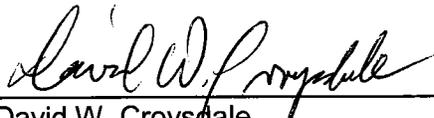
TO: Mr. Ronald Meisburg
General Counsel
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570-0001

PLEASE TAKE NOTICE that Respondent UNITED KISER SERVICES, LLC, by its attorneys, Michael Best & Friedrich LLP, hereby moves the National Labor Relations Board (the "Board") pursuant to Fed. R. Civ. P. 56 and Section 102.24 of the Board's Rules & Regulations and Statements of Procedure for partial summary judgment in the above-captioned action. The grounds for this motion are set forth in the accompanying (1) Respondent's Proposed Findings of Fact; (2) Brief in Support of Respondent's Motion for Partial Summary Judgment; (3) Declaration of Jeff W. Kiser; (4) Declaration of Joseph A. Spinnato, Jr.; and (5) Declaration of Michael J. Manowski.

Dated at Milwaukee, Wisconsin, this 10th day of February, 2009.

Respectfully submitted,

MICHAEL BEST & FRIEDRICH LLP

By 

David W. Croysdale
Attorneys for United Kiser Services, LLC

P. O. Address:

100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202-4108
(414) 271-6560

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

CONSTRUCTION & GENERAL LABORERS' UNION,
LOCAL 1329

Case Nos. 30-CA-18129
30-CB-5352

and

NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS

**RESPONDENT'S PROPOSED FINDINGS OF FACT IN
SUPPORT OF ITS MOTION FOR PARTIAL SUMMARY JUDGMENT**

Respondent UNITED KISER SERVICES, LLC ("United Kiser"), by its attorneys, Michael Best & Friedrich LLP, hereby submits the following Proposed Findings of Fact¹ in support of its Partial Motion for Summary Judgment in the above-captioned matter.

THE PARTIES

1. United Kiser, with its principal place of business and Shop in Norway, Michigan (Dickinson County), is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the National Labor Relations Act (the "Act"). [Compl. ¶2(a)-(c); Ans. ¶2(a)-(c); Kiser Decl. ¶8]

2. Construction & General Laborers Union, Local No. 1329 ("Laborers Union") has been, at all times material, a labor organization within the meaning of Section 2(5) of the Act. [Compl. ¶4; Ans. ¶4]

¹ The Complaint and Answer are attached. The labor contracts at issue are attached as Exhibits A through D of Joseph A. Spinnato, Jr.'s Declaration.

3. Northern Wisconsin Regional Council of Carpenters ("Millwright Union") has been, at all times material, a labor organization within the meaning of Section 2(5) of the Act. [Compl. ¶3; Ans. ¶4]

BUSINESS HISTORY

4. In the mid-1980's, Kiser-Johnson & Co., Inc. ("Kiser-Johnson") was established and, until sold, was engaged in the business of repair and rehabilitation of hydroelectric equipment. [Declaration of Jeff W. Kiser (Kiser Decl.) ¶¶ 2 and 4]

5. The business of hydroelectric repair consists of a field crew removing equipment at the hydroelectric job site to be repaired, transporting the equipment to the Shop, repairing the equipment in the Shop, and returning the equipment to the hydroelectric job site where the field crew reinstalls the equipment. [Kiser Decl. ¶11]

6. In September 2004, three investors, including James Van Rixel, formed United Kiser and purchased the hydroelectric repair business and substantial assets from Kiser-Johnson. [Kiser Decl. ¶4]

7. Van Rixel hired certain Kiser-Johnson employees and continued to provide hydroelectric repair work through Van Rixel's construction company, United Construction, Inc., pursuant to a contract with United Kiser. [Kiser Decl. ¶5]

8. After a little over a year of incurring substantial losses, another one of the original three investors, William Harris, bought out Van Rixel and the remaining investor effective January 1, 2006 and returned the performance of the repair work to United Kiser. [Kiser Decl. ¶¶ 6 and 7]

9. United Kiser hired back employees from United Construction effective January 1, 2006, and continued hydroelectric repair business providing services directly to customers. [Kiser Decl. ¶7]

10. Until early 2007, the only business of Kiser-Johnson and United Kiser was the hydroelectric repair business. [Kiser Decl. ¶16]

11. In early 2007, United Kiser initiated a new line of business consisting of production subcontracts for the marine industry with Marinette Marine Company, as the principal customer. [Spinnato Decl. ¶6]

JEFF KISER

12. Jeff Kiser originally was a Vice President for Kiser-Johnson, became President when his father retired, and was a principal owner of Kiser-Johnson when its business was sold to the three investors (including Messrs. Harris and Van Rixel). [Kiser Decl. ¶¶ 3 and 4]

13. Jeff Kiser continued as a salesperson for United Kiser from approximately September 2004 until January 1, 2006, during the time United Construction performed the hydroelectric repair work on a contract basis. [Kiser Decl. ¶5]

14. Effective January 1, 2006, Jeff Kiser became Vice President of Operations for United Kiser and continues in that position to this date. [Kiser Decl. ¶1]

JOSEPH SPINNATO, JR.

15. Joseph Spinnato, Jr. was hired in July 2006 to be Shop Manager and to help develop new business for United Kiser. Spinnato continues as Shop Manager to this date. [Declaration of Joseph A. Spinnato, Jr. ("Spinnato Decl.") ¶¶1, 2, and 6]

16. In early 2007, Spinnato helped solicit Marinette Marine Company and other production subcontracts for marine products. [Spinnato Decl. ¶6]

17. Spinnato hired and developed a production workforce to perform the marine products line of business including the electrician, welders, sand blasters, painters, tool crib controller, CNC programmer, and general laborers. [Spinnato Decl. ¶6]

UNION AGENTS

18. Joey Gallino has been, at all times material, a Field Representative for the Laborers Union. [Spinnato Decl. ¶7]

19. Greg Dhein has been, at all times materials, a Business Representative for the Millwright Union. [Kiser Decl. ¶15]

20. Michael Manowski has been, at all times material, a Shop Steward for the Millwrights Union. [Kiser Decl. ¶13]

THE WORKFORCE

21. The workforce during the Kiser-Johnson and United Construction years consisted of multi-trade Field Crews and Shop Employees. [Kiser Decl. ¶17]

22. The Field Crews variously included employees represented by the Millwright Union, Laborers Union, Bricklayers Union, Iron Workers Union, and occasionally other trades. [Kiser Decl. ¶11]

23. The Shop Employees included employees represented by the Millwright Union and, from time to time, employees represented by the Laborers Union. Millwright Shop Employees also worked as members of Field Crews. [Kiser Decl. ¶17]

24. From January 1, 2006 until early 2007, the same mix of Field and Shop Employees worked for United Kiser, including an Electrician who was represented by the Laborers' Union. [Kiser Decl. ¶10; Spinnato Decl. ¶¶3 and 4]

25. Until the marine products line of business was initiated, the Shop workforce consisted of four millwrights and one electrician. [Kiser Decl. ¶10; Spinnato Decl. ¶3]

26. From early 2007 when the marine products line of business was initiated, until the present, the Shop Employees expanded to include, in addition to the millwrights and the electrician, welders, sand blasters, painters, tool crib controller, CNC programmer, and general laborers. [Spinnato Decl. ¶6]

27. The Shop workforce, as of this date, includes four millwrights primarily engaged in the hydroelectric repair line of business and 12 production employees primarily engaged in the marine products line of business. [Kiser Decl. ¶18]

28. Shop Employees see each other daily and know each other on a first name basis. [Spinnato Decl. ¶13; Declaration of Michael J. Manowski ("Manowski Decl.") ¶10]

29. For the last several years, the Millwright Union's Shop Steward, Michael Manowski, was aware of the employment of Laborers in the Shop and was aware that they were covered under a collective bargaining agreement with the Laborers' Union. [Manowski Decl. ¶ 8]

THE LABOR CONTRACTS

30. United Kiser and the Laborers Union are parties to a multi-employer field agreement effective from May 1, 2005 (January 1, 2006 for United Kiser) through April 30, 2010 ("Laborers Field Agreement"). [Spinnato Decl. ¶9 and Exhibit D]

31. United Kiser and the Laborers Union are parties to a Warehouse & Maintenance Shop Agreement effective from May 1, 2005 (March 1, 2007 for United Kiser) through April 30, 2010 ("Laborers Shop Agreement"). [Spinnato Decl. ¶8 and Exhibit B]

32. United Kiser and the Millwright Union were parties to a multi-employer field agreement effective from May 26, 2002 (January 1, 2006 for United Kiser) through May 31, 2008, which agreement has been renewed ("Millwright Field Agreement"). [Spinnato Decl. ¶9 and Exhibit C]

33. United Kiser and the Millwright Union were parties to a Shop Agreement effective from January 1, 2006 through May 31, 2008, which Agreement has not been renewed ("Millwright Shop Agreement"). [Spinnato Decl. ¶4 and Exhibit A]

BARGAINING HISTORY

34. Effective January 1, 2006, William Harris signed a Voluntary Recognition Agreement and United Kiser became signatory to the Millwright Field Agreement. [Spinnato Decl. ¶9 and Exhibit C]

35. Effective January 1, 2006, William Harris signed a Future Recognition Clause and United Kiser became a signatory to the Laborers Field Agreement. [Spinnato Decl. ¶9 and Exhibit D]

36. Jeff Kiser contacted the Millwright Union in late 2006 or early 2006 to request an International Agreement and a Shop Agreement. After meeting with Greg Dhein, the Millwright

Shop Agreement was agreed upon to be effective January 1, 2006. [Kiser Decl. ¶¶8 and 9; Spinnato Decl. ¶4 and Exhibit A]

37. When the marine line of business was started in early 2007, Joe Spinnato and Joey Gallino met and agreed upon the Laborers Shop Agreement to be effective March 1, 2007 to cover production work. [Spinnato Decl. ¶¶7 and 8 and Exhibit B]

38. Neither the Millwright Union nor the Laborers Union have been certified by the National Labor Relations Board as collective bargaining representative for any unit of United Kiser Shop Employees. [Kiser Decl. ¶19]

39. Neither the Millwright Union nor the Laborers Union have presented undisputed evidence of majority status for any unit of United Kiser Shop Employees. [Kiser Decl. ¶19]

UNION ACTIVITY

40. Joey Gallino has periodically visited the United Kiser Shop and maintained regular contact with employees covered by the Laborers Shop Agreement. [Kiser Decl. ¶14]

41. Once the Millwright Shop Agreement was signed in early 2006, neither Greg Dhein nor any other Millwright Union representative visited the United Kiser Shop or maintained any contact with employees covered by the Millwright Shop Agreement until July 2008 when Dhein commenced bargaining for a successor Shop Agreement. [Spinnato Decl. ¶¶10 and 11; Manowski Decl. ¶7]

42. Michael Manowski has been continuously employed by United Kiser from January 1, 2006 to this date. [Kiser Decl. ¶13; Manowski Decl. ¶1]

43. The first time any Millwright Union agent or representative made any claim to represent employees covered by the Laborers Shop Agreement was in August 2008 at the second bargaining session for a successor Millwright Shop Agreement. [Spinnato Decl. ¶14]

44. The Charge in the instant case was filed August 21, 2008. [Compl. ¶19(a); Ans. ¶1]

Dated at Milwaukee, Wisconsin this ¹⁹10 day of February, 2009.

Respectfully submitted,

MICHAEL BEST & FRIEDRICH LLP

By 

David W. Croysdale

Attorneys for United Kiser Services, LLC

P. O. Address:

100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202-4108
(414) 271-6560

Rec'd
1/2/09

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION**

UNITED KISER SERVICES, LLC

and

**NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS**

Case 30-CA-18129

and

**CONSTRUCTION AND GENERAL LABORERS UNION,
LOCAL 1329, Party To Contract**

COMPLAINT

Northern Wisconsin Regional Council of Carpenters (Charging Party Union), has charged that United Kiser Services, LLC (Respondent Employer) has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. §151 et seq. (Act). Based on this charge, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (Board), issues this Complaint and alleges as follows:

1. (a) The charge in 30-CA-18129 was filed by the Charging Party Union on August 21, 2008, and a copy was served by regular mail on Respondent Employer on August 22, 2008.

(b) A first amended charge in 30-CA-18129 was filed by the Charging Party Union on September 24, 2008, and a copy was served by regular mail on Respondent Employer on the same date.

(c) A second amended charge in Case 30-CA-18129 was filed by the Charging Party Union on October 2, 2008, and a copy was served by regular mail on Respondent Employer on the same date.

(d) A third amended charge in Case 30-CA-18129 was filed by the Charging Party Union on November 26, 2008, and a copy was served by regular mail on Respondent Employer on the same date.

2. (a) At all material times Respondent Employer, a Limited Liability Company, with an office and place of business in Norway, Michigan (Respondent Employer's facility) has been engaged in the business of repairing hydroelectric equipment.

(b) During the past calendar year, Respondent Employer in conducting its business described above in paragraph 2(b) purchased and received at its Norway, Michigan, facility goods valued in excess of \$50,000 directly from points outside the State of Michigan.

(c) At all material times, Respondent Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, Charging Party Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the Construction & General Laborers' Union Local No. 1329 (Respondent Union) has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Employer within the meaning of

Section 2(11) of the Act and/or agents of Respondent Employer within the meaning of Section 2(13) of the Act:

William Harris	- President
Jeff Kiser	- Vice President of Operations
Joseph Spinnato	- Shop Supervisor
Martin Cowie	- Financial Consultant

6. (a) The following employees of Respondent Employer, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All machinists and fabricators working in the shop performing the following duties: grinding, deburring, shipping/receiving, shop helper, forklift operator, saw, drill, painting, assembly, mill, lathe, reading blue prints, mics, operating all machines, certified and non-certified welding, and laying out jobs.

(b) Since on or about January 1, 2006, and at all material times, the Charging Party Union has been the designated exclusive collective-bargaining representative of the Unit and, since on or about January 1, 2006, the Charging Party Union has been recognized as the representative by Respondent Employer. This recognition has been demonstrated by the parties' actions relating to a shop addendum which was effective from January 1, 2006 to May 31, 2008.

(c) At all times since January 1, 2006, based on Section 9(a) of the Act, the Charging Party Union has been the exclusive collective-bargaining representative of the Unit

7. (a) Since on or about March 1, 2007, Respondent Employer secured additional production work to be performed from Respondent Employer's facility.

(b) The work described above in paragraph 7(a) is within the scope of work that should have been performed by the Unit.

8. (a) On or about March 1, 2007, Respondent Employer granted recognition to, entered into an agreement and since then has maintained and enforced a collective-bargaining agreement with Respondent Union as the exclusive collective-bargaining representative of the employees performing the work described above in paragraphs 7(a) and (b).

(b) Respondent Employer engaged in the conduct described above in paragraph 8(a), even though Respondent Union was not the exclusive bargaining representative of the Unit.

9. (a) The collective-bargaining agreement described above in paragraph 8(a) provides:

All [Respondent Employer] Employees covered by the terms of this Agreement shall become members of the Union no later than the 8th day after the probation period ending as a condition of employment.

(b) Respondent Employer engaged in the conduct described above in paragraph 9(a), even though Respondent Union was not the lawfully recognized exclusive collective-bargaining representative of the Unit.

(c) By engaging in the conduct described above in paragraph 9(a), Respondent Employer has encouraged its employees to form, join, and assist Respondent Union.

10. (a) On August 25, 2008, Respondent Employer refused to bargain with the Charging Party Union.

(b) On October 22, 2008, Respondent Employer agreed to resume bargaining.

(c) By the actions of Respondent Employer described above in paragraphs 10(a) and (b), it unlawfully delayed bargaining.

11. By the conduct described above in paragraphs 8(a) and (b) and 9(a), (b) and (c), Respondent Employer has dominated and interfered with the formation of, and has been rendering unlawful assistance and support to, a labor organization in violation of Section 8(a)(1) and (2) of the Act.

12. By the conduct described above in paragraphs 9(a), (b), and (c), Respondent Employer has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

13. By the conduct described above in paragraphs 8(a) and (b), 9(a), (b), and (c) and 10(a) and 10(c), Respondent Employer has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

14. The unfair labor practices of Respondent Employer affect commerce within the meaning of Section 2(6) and (7) of the Act.

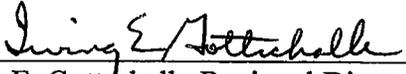
Respondent Employer is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before January 14, 2009, or postmarked on or before January 13, 2009.** Respondent Employer should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu.

Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. When an answer is filed electronically, an original and four paper copies must be sent to this office so that it is received no later than three business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Signed at Milwaukee, Wisconsin on December 31, 2008



Irving E. Gottschalk, Regional Director
National Labor Relations Board
Thirtieth Region
310 West Wisconsin Avenue, Suite 700
Milwaukee, WI 53203

Attachments

UNITES STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

NORTHERN WISCONSIN REGIONAL COUNCIL
OF CARPENTERS

Case No. 30-CA-18129

Case No. 30-CB-5352

and

CONSTRUCTION AND GENERAL LABORERS UNION,
LOCAL 1329

ANSWER OF UNITED KISER SERVICES, LLC

NOW COMES United Kiser Services, LLC ("United Kiser"), by its attorneys, David W. Croysdale of Michael Best & Friedrich LLP, and for its Answer to the Complaint in Case No. 30-CA-18129, admits, denies, and alleges as follows:

1. Admits the allegations in Paragraphs 1(a), 1(b), 1(c) and 1(d).
2. Regarding the allegations in Paragraph 2:
 - (a) Alleges that United Kiser, a limited liability company with an office and place of business in Norway Michigan, continued the construction line of business of predecessor companies, including United Construction and Kiser Johnson, and is engaged in the building, repair, and construction of hydroelectric equipment within the building and construction industry. Alleges further that United Kiser employs millwrights in the field and the shop to effectuate this construction line of business. Denies all other allegations in Paragraph 2(a).
 - (b) Alleges that, during the past calendar year, United Kiser, in conducting its business, purchased and received at its Norway, Michigan facility, goods

valued in excess of \$50,000 directly from points outside the State of Michigan. Denies all other allegations in Paragraph 2(b).

(c) Admits the allegations in Paragraph 2(c).

3. Admits the allegations in Paragraph 3.

4. Admits the allegations in Paragraph 4.

5. Alleges that the following individuals have held the positions for the periods of

time set forth opposite their respective names and have been supervisors of United Kiser within

the meaning of Section 2(11) of the Act and/or agents of United Kiser within the meaning of

Section 2(13) of the Act:

William Harris	– President since January 1, 2006
Jeff Kiser	– Vice President of Operations since January 1, 2006
Joseph Spinnato	– Shop Manager since July 2006
Martin Cowie	– Management Consultant since May 2006

Denies all other allegations of Paragraph 5.

6. Regarding the allegations in Paragraph 6:

(a) Denies the allegations in Paragraph 6(a).

(b) Denies the allegations in Paragraph 6(b).

(c) Denies the allegations in Paragraph 6(c).

7. Regarding the allegations in Paragraph 7:

(a) Denies the allegations in Paragraph 7(a) and alleges that in early 2007, United Kiser established a new line of business to service the marine equipment industry ("Marine Equipment LOB") and that this new line of business is performed entirely within United Kiser's plant. The Marine Equipment LOB is not a business within the building and construction industry.

(b) Denies the allegations in Paragraph 7(b).

8. Regarding the allegations in Paragraph 8:

- (a) Denies the allegations in Paragraph 8(a) and alleges that, in early 2007, United Kiser recognized Construction and General Laborers Union, Local 1329 ("Laborers Union") as the exclusive representative for an appropriate unit of production employees engaged in the Marine Equipment LOB, exclusive of millwright craft employees, guards, and supervisors. Alleges further that United Kiser engaged in good faith collective bargaining with the Laborers Union which culminated in a collective bargaining agreement dated March 1, 2007.
 - (b) Denies the allegations in paragraph 8(b).
9. Regarding the allegations in Paragraph 9:
- (a) Denies the allegations of Paragraph 9(a) and alleges that the collective bargaining agreement negotiated in good faith with the Laborers Union contains a clause which provides:

All Employees covered by the terms of this Agreement shall become members of the Union no later than the 8th day after the probation period ending as a condition of employment.
 - (b) and (c) Denies the allegations in Paragraphs 9(b) and 9(c).
10. Regarding the allegations in Paragraph 10:
- (a) Denies the allegations in Paragraph 10(a). Alleges that Charging Party Union ("CPU") insisted upon negotiating to expand the scope of the unit allegedly represented by CPU, a permissive subject of bargaining, and that United Kiser, on or about August 25, 2008, lawfully exercised its right to decline to bargain over the permissive subject of expanding the scope of CPU's alleged unit.
 - (b) Denies the allegations of Paragraph 10(b) and alleges that on October 22, 2008 United Kiser met with CPU to negotiate regarding wages, health benefits, and other terms of employment.

- (c) Denies the allegations in Paragraph 10(c).
- 11. Denies the allegations in Paragraph 11.
- 12. Denies the allegations in Paragraph 12.
- 13. Denies the allegations in Paragraph 13.
- 14. Denies the allegations in Paragraph 14.

AFFIRMATIVE DEFENSES

- 1. The Complaint is barred by Section 10(b) of the Act.
- 2. From the signing of the "shop addendum" dated January 1, 2006 until summer 2008, a period of approximately two and one-half years, Charging Party Union was derelict and negligent inasmuch as no agent or representative of Charging Party Union visited, telephoned, corresponded with, e-mailed, or otherwise communicated with any manager or agent of United Kiser or, upon information and belief, any millwright craft employee working at United Kiser's shop during such period of time. Accordingly, there is no standing or other legal basis for tolling the start of the Section 10(b) period.
- 3. The Complaint fails to state a claim upon which relief can be granted.
- 4. Neither the "shop addendum" nor any other document executed by CPU contains a recognition clause for, or a written description, of an appropriate unit of shop employees and, accordingly, do not provide a basis for valid or lawful recognition of CPU as bargaining representative for any group of employees.
- 5. Recognition of CPU based on an implied recognition clause or unit description is invalid and unlawful.
- 6. United Kiser is an employer engaged primarily in the building and construction industry and the shop work performed by millwright craft employees is integrated with and integral to United Kiser's building and construction business. United Kiser intended, and circumstances surrounding United Kiser's recognition of CPU confirm, that the "shop addendum" was an agreement formed under Section 8(f) of the Act.

7. At the time CPU was recognized by United Kiser, CPU neither presented evidence of majority status nor was certified by the Board in a shop unit appropriate for bargaining.

8. CPU has never, at any time since, been certified by the Board nor presented evidence of majority status in a shop unit appropriate for bargaining.

9. United Kiser's Section 8(f) recognition of CPU is limited to a craft unit of four millwright employees working in United Kiser's shop.

10. The Agreement with the Laborers Union is lawful on its face, a reasonable time has transpired since the Agreement became effective and, accordingly, United Kiser's recognition of the Laborers Union as exclusive bargaining representative for a unit appropriate for bargaining as of March 1, 2007 is presumed to be lawful and neither the lawfulness of the Agreement nor the lawfulness of United Kiser's recognition are subject to challenge.

11. In the event the start of the Section 10(b) period is tolled, United Kiser's recognition of and execution of a collective bargaining agreement with the Laborers Union as of March 1, 2007, precedes the Section 10(b) period and cannot be relied upon to establish an independent violation of the Act.

12. All nine of the employees within the appropriate unit represented by the Laborers Union have confirmed their selection of the Laborers Union as their bargaining representative by execution of written authorization cards.

13. The CPU has unlawfully insisted to impasse on demands to expand the scope of the bargaining unit, a permissive subject of bargaining.

14. United Kiser has fulfilled any and all good faith bargaining duties it may have under the Act.

WHEREFORE, United Kiser respectfully requests that:

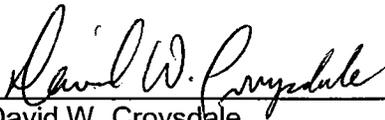
A. The Complaint and Case 30-CA-18129 be dismissed;

- B. United Kiser be awarded attorneys' fees and costs pursuant to the Equal Access to Justice Act; and
- C. United Kiser be granted such further relief as is deemed appropriate and equitable.

Dated at Milwaukee, Wisconsin this 13th day of January, 2009.

Respectfully submitted,

MICHAEL BEST & FRIEDRICH LLP

By 
David W. Croysdale
Attorneys for United Kiser Services, LLC

P. O. Address:
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202-4108
(414) 271-6560

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

CONSTRUCTION & GENERAL LABORERS' UNION
LOCAL 1329

Case Nos. 30-CA-18129
30-CB-5352

and

NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS

BRIEF IN SUPPORT OF RESPONDENT'S MOTION FOR PARTIAL SUMMARY JUDGMENT

STATEMENT OF THE CASE

On August 28, 2008, the Northern Wisconsin Regional Council of Carpenters ("Millwright Union") filed the charge against United Kiser Services, LLC ("United Kiser") in Case 30-CA-18129 challenging the collective bargaining agreement dated March 1, 2007 ("Laborers Shop Agreement") between United Kiser and Construction & General Laborers' Union Local No. 1329 ("Laborers Union"). On September 24, 2008, October 2, 2008, and November 26, 2008, the Northern Wisconsin Regional Council of Carpenters (the "Millwright Union") filed various amended charges relating to negotiations for a successor agreement to the United Kiser Shop Agreement (the "Millwright Shop Agreement") which had expired May 31, 2008. The bargaining allegations in the amended charges are not at issue in this Motion.

On October 27, 2008, the Millwright Union filed the charge against the Laborers Union in Case 30-CB-5352 challenging the Laborers Shop Agreement and enforcement of the union security clause thereunder.

On December 31, 2008, Regional Director for the Thirtieth Region, Irving Gottschalk, issued Complaints in both cases, an Order Consolidating Cases, and Notice of Hearing to

commence March 11, 2009 in Iron Mountain, Michigan. United Kiser timely filed its Answer on January 13, 2009.

Accordingly, this Motion for Partial Summary Judgment is timely before the Board.

INTRODUCTION

The Employer, United Kiser, respectfully submits this Brief in Support of its Motion for Partial Summary Judgment. The General Counsel's allegations relating to United Kiser's collective bargaining agreement with the Laborers Union on March 1, 2007 fail for three straightforward reasons, all relating to the undisputed fact that the Complaint is untimely.

The primary issue in this case is whether, on March 1, 2007, United Kiser improperly entered into an agreement with and since then has maintained a collective bargaining agreement with the Laborers Union to represent certain Shop employees. Compl. ¶¶ 8(a), 9(a) and (b).¹

United Kiser and the Laborers Union entered into a multi-employer field agreement on January 1, 2006 (the "Laborers Field Agreement"). At the same time United Kiser and the Millwright Union entered into both a multi-employer field agreement (the "Millwright Field Agreement") and the Millwright Shop Agreement. United Kiser and the Laborers Union later entered into the Warehouse & Maintenance Shop Agreement, at issue in the case, on March 1, 2007 (the "Laborers Shop Agreement"), after United Kiser added a new line of business for production of marine products.

The Millwright Union filed its initial charge against United Kiser on August 21, 2008 (Compl. ¶ 1(a)), more than seventeen months after the execution of the Laborers Shop Agreement and more than 31 months after the Laborers Field Agreement was signed. Section 10(b) of the National Labor Relations Act (the "Act") prohibits as time-barred any complaint

¹ The Complaint also includes an allegation that United Kiser unlawfully delayed bargaining with the Millwright Union in 2008. Compl. ¶ 10. United Kiser is not presently moving for summary judgment on the allegations relating to delayed bargaining in 2008.

issued based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board. The Millwright Union had both actual and constructive knowledge of the existence of the Laborers Shop Agreement more than six months prior to filing its initial charge on August 21, 2008. Thus, the Complaint is untimely because it is based upon an alleged unfair labor practice – the March 1, 2007 execution of the Laborers Shop Agreement – occurring more than six months prior to the filing of the charge with the Board.

The Complaint is also untimely under the United States Supreme Court’s decision in *Bryan Manufacturing*, which held that complaints are time-barred when the conduct occurring during the six month period prior to the initial charge being filed becomes an unfair labor practice only by relying on an earlier unfair labor practice. In this case, the only alleged conduct within the six months prior to the August 21, 2008 initial charge was the maintenance and enforcement of the Laborers Shop Agreement.² The Complaint is time-barred under *Bryan Manufacturing*, however, because this conduct can only become an unfair labor practice by relying on the time-barred March 1, 2007 execution of the Laborers Shop Agreement.

Finally, the Complaint is untimely because it challenges a Section 9(a) agreement more than six months after its formation. On January 1, 2006 United Kiser granted 9(a) recognition to the Laborers Union when it entered into a Future Recognition Clause for the Laborers Field Agreement. In early 2007, United Kiser entered into the Laborers Shop Agreement, also a Section 9(a) agreement, to cover its new production activities. The Board has unequivocally held that it will not consider a challenge to a Section 9(a) agreement more than six months after the 9(a) recognition. Thus, any challenge to the Laborers Field Agreement after June 30, 2006 is untimely, as is any challenge to the Laborers Shop Agreement after September 1, 2007. Summary judgment is appropriate because the Millwright Union’s initial complaint was filed long after either the June 30, 2006 or September 1, 2007 deadline for challenging the agreements.

² The conduct relating to the bargaining during 2008 is not at issue in the motion.

STANDARD OF REVIEW

The Board should grant a motion for summary judgment if “there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(c). To withstand summary judgment, the nonmoving party “must set forth specific facts showing that there is a genuine issue for trial.” Fed. R. Civ. P. 56(e). Even if some facts are in dispute, entry of summary judgment is in order if the movant either establishes uncontroverted facts entitling it to summary judgment or demonstrates that the non-moving party has failed to make a sufficient showing on an essential element of its case with respect to which it will bear the burden of proof at trial. See Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986). As the Seventh Circuit has noted, “a summary judgment motion is like a trial motion for a directed verdict and [the word] ‘genuine’ allows some quantitative determination of the sufficiency of the evidence.” Collins v. Associated Pathologists, Ltd., 844 F.2d 473, 476 (7th Cir.), *cert. denied*, 488 U.S. 852 (1988). Thus, summary judgment gives the Board a mechanism to weed out “weak factual claims.” Id.

Summary judgment is appropriate in this case because there are no genuine issues of any material fact as to the timing of the conduct at issue. United Kiser entered into two Section 9(a) collective bargaining agreements with the Laborers Union – one on January 1, 2006 and another on March 1, 2007. It is also undisputed that the Millwright Union did not challenge either of these agreements until August 21, 2008. United Kiser is entitled to judgment as a matter of law because the Complaint is untimely.

STATEMENT OF UNDISPUTED FACTS

A full statement of material facts in this case is set forth in the Respondent’s Proposed Findings of Fact, which accompany this Motion.³

³ For purposes of this Motion, references to Respondent’s Proposed Findings of Fact will be designated “RPFOF ____.”

ARGUMENT

I. The Complaint is Untimely Because the Millwright Union Had Knowledge of the Laborers Shop Agreement More than Six Months Before it Filed a Charge Against United Kiser.

A. The Millwright Union Had Actual Knowledge of the Laborers Shop Agreement Prior to February 21, 2008.

Section 10(b) of the Act states, in relevant part, that “no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made.” At issue in the Complaint is the March 1, 2007 Laborers Shop Agreement. Compl. ¶¶ 8(a). The Millwright Union filed its initial charge against United Kiser on August 21, 2008, more than seventeen months after the Laborers Shop Agreement became effective and more than 31 months after the Laborers Field Agreement was signed. Compl. ¶¶ 1(a); RPF0F 35, 37. The 10(b) period begins to run when the aggrieved party receives actual or constructive notice of the conduct that constitutes the alleged unfair labor practice. *Concourse Nursing Home*, 328 NLRB 692, 694 (1999). Thus, in order to survive summary judgment, the General Counsel must raise a genuine dispute whether the Millwright Union had actual or constructive knowledge of the existence of the Laborers Shop Agreement prior to February 21, 2008 (six months before it filed the initial charge). The General Counsel cannot meet his burden, because the Millwright Union had actual or constructive knowledge of the existence of the Laborers Shop Agreement more than six months prior to filing its initial charge.

Michael J. Manowski is the long-time Millwright Union Shop steward for the United Kiser Shop, serving throughout United Kiser’s existence and back to the predecessor employer, Kiser-Johnson. RPF0F 20, 42. Manowski was fully aware of the employment of Laborers in the Shop and their coverage under a collective bargaining agreement with the Laborers Union. RPF0F 29.

While not directly applicable to Shop employees, the Millwright Field Agreement expressly identifies "stewards" as agents or representatives of the Millwright Union. Section 12.3 of the Millwright Field Agreement states, in pertinent part:

Section 12.3 Stewards

- (a) It shall be the right of the Northern Wisconsin Regional Council of Carpenters to have a steward on every job where members are employed....
- (b) * * *
- (c) The Contractor may lay off the steward because of work shortage within the company, at such time the Northern Wisconsin Regional Council of Carpenters may appoint a replacement steward from among the members on the job site....

RPFOF 32. It is evident from this contract language that the Millwright Union treats the steward as its job site representative and that the Union reserves the right to assure continuity of steward representation, even in case of layoff.

Michael Manowski was clearly recognized as the Millwright steward at the United Kiser Shop. RPFOF 20. He held that position for many years and continues as steward to this date. *Id.* Mr. Manowski's actual knowledge of the conduct giving rise to the charge constitutes the Millwright Union's actual knowledge of such conduct.

Even if the Millwright Union's Business Agent Dhein was not personally aware of the Laborers Shop Agreement prior to February 21, 2008, it is undisputed that Mr. Manowski was fully aware of the Laborers Shop Agreement well in advance of that date. RPFOF 29. As an agent of the Millwright Union, Mr. Manowski's knowledge is imputed to the Millwright Union for purposes of applying Section 10(b).

"Whether unit employees' knowledge is imputed to their bargaining representative for purposes of determining when the 10(b) limitations period commences depends on the factual context." *Courier-Journal*, 342 NLRB 1093, 1103 (2004) (citations omitted). In factual contexts similar to the present case, Judges have imputed a steward's knowledge to a union, and the

Board has upheld the decision. In *Goski Trucking Corp.*, 325 NLRB 1032, 1032 (1998), Administrative Law Judge D. Barry Morris imputed the shop steward's knowledge of the existence of a corporation created by the employer's president ("Go Transport") to the Union for purposes of the 10(b) analysis. ALJ Morris' decision was affirmed by the Board on other grounds. 325 NLRB at 1032. At issue in *Goski Trucking* was whether the employer and Go Transport had failed to recognize the union by failing to apply certain terms of the contract between the employer and the union to Go Transport employees. *Id.* at 1032. The union filed its charge against the employer and Go Transport approximately eighteen months after the creation of Go Transport. *Id.* at 1034.

Although the union's business agent testified in *Goski Trucking* that he had no actual knowledge of the existence of Go Transport until shortly before the union filed its charge, the union steward knew of the existence of Go Transport much earlier. *Id.* ALJ Morris concluded that the steward was acting as the union's agent and explained "while the testimony indicates that [the business agent] may not have known about Go's existence prior to 1994, inasmuch as Simmons was the shop steward, his knowledge is imputed to the Union." *Id.* (citing *Teamsters Local 886*, 229 NLRB 832, 833 (1977)). The same holds true here; Mr. Manowski's knowledge of the Laborers Shop Agreement is imputed to the Millwright Union.

Similarly, in *Courier-Journal*, 342 NLRB at 1103, Administrative Law Judge Paul Bogas found it appropriate to impute the knowledge of the union steward to the union for purposes of determining the 10(b) period. The Board affirmed ALJ Bogas' finding that the complaint was untimely without further discussion. *Id.* at 1093. The steward had actual or constructive knowledge of changes to unit employee's healthcare benefits -- the subject of the charge -- more than six months prior to the date the charge was filed. *Id.* at 1103. ALJ Bogas concluded that it was "appropriate...to impute [the steward's] knowledge to the Union" and dismissed the complaint as time barred pursuant to Section 10(b). *Id.* In the present case, the Millwright Union Steward Manowski had actual knowledge of the Laborers Shop Agreement more than six

months prior to the date the charge was filed. Mr. Manowski's knowledge is imputed to the Millwright Union. The Board should find the Complaint to be time-barred under Section 10(b) of the Act and should grant summary judgment to United Kiser.

B. Even if the Millwright Union Did Not Have Actual Knowledge, It Is Charged with Constructive Knowledge of the Laborers Shop Agreement More Than Six Months Prior to Filing its Charge.

Assuming arguendo, the Millwright Union lacked actual knowledge of the conduct underlying the charge, the Millwright Union clearly had constructive knowledge of this conduct well in advance of February 21, 2008. "The concept of constructive knowledge incorporates the notion of 'due diligence, i.e., a party is on notice not only of facts actually known to it but also facts that with 'reasonable diligence; it would necessarily have discovered.'" *Courier-Journal*, 342 NLRB at 1103 (Citations omitted) (ALJ decision affirmed by the Board).

With any reasonable diligence, Greg Dhein, the Millwright Union Business Representative would easily have discovered prior to February 21, 2008 that United Kiser and the Laborers Union had entered into an agreement for the Laborers Union to represent United Kiser production employees. By February 21, 2008 the Laborers Shop Agreement had been in effect for almost a year. RPF0F 31. A single visit by Gregory Dhein to United Kiser's facility would have alerted him to the production employees and their representation by another union. However, once the Millwright Shop Agreement was signed in early 2006, neither Dhein nor any other Millwright Union representative visited the United Kiser Shop or maintained any contact with employees covered by the Millwright Shop Agreement until July 2008. RPF0F 41. Indeed, once Dhein visited the shop in Summer 2008 for bargaining, he immediately noticed the laborers working. Mr. Dhein did not even have to travel to United Kiser's Shop; he could have learned about the existence of the Laborers Shop Agreement and representation through any routine telephone or e-mail contact with Mr. Manowski or any other employee represented by the Millwright Union. Since Greg Dhein and the Millwright Union failed to undertake even a

minimal level of diligence, the Millwright Union cannot now be excused from having knowledge of the Laborers Shop Agreement and representation prior to February 21, 2008.

The facts in the present case are similar to those in *Moeller Bros. Body Shop, Inc.*, 306 NLRB 192 (1992), in which the Union was charged with knowledge of an alleged unfair labor practice more than six months before it filed a charge. In *Moeller Bros.*, the Board explained “[h]ad the Union made even a minimal effort to monitor the Respondent’s facility since 1983, it should have become aware” of the policy at issue. *Id.* at 192. The Board pointed to the fact that the Union rarely visited the Respondent’s facility and never appointed a shop steward. *Id.* The Millwright Union in this case has even less of an excuse for not learning of the Laborers Shop Agreement prior to February 21, 2008, because it did appoint a union steward who was working side-by-side with employees represented by the Laborers. RFPOP 20. In *Moeller Brothers*, the Board concluded that “the Union is chargeable with constructive knowledge by its failure to exercise reasonable diligence by which it would have much earlier learned of the Respondent’s contractual noncompliance.” *Id.* at 193. Similarly, had the Millwright Union exercised reasonable diligence, it would have much earlier learned of the existence of the Laborers Shop Agreement. Therefore, like *Moeller Brothers*, the Millwright Union is charged with constructive knowledge of the Laborers Shop Agreement and representation prior to February 21, 2008. The Board should find the Complaint to be time-barred under Section 10(b) of the Act and should grant summary judgment to United Kiser.

II. The Complaint is Untimely Because it Relies on an Alleged Unfair Labor Practice that Occurred More Than Six Months Prior to the Charge.

The Complaint is untimely under Section 10(b) because the only unlawful conduct alleged is based upon a time-barred event – the March 1, 2007 execution of the Laborers Shop Agreement. The United States Supreme Court held in *Local Lodge No. 1424 (Bryan Manufacturing) v. Nat’l Labor Relations Board* that a Complaint is time-barred under Section 10(b) where the “conduct occurring within the 10(b) period can be charged to be an unfair labor

practice only through reliance on an earlier unfair labor practice.” 362 U.S. 411, 417, 80 S.Ct. 822, 827 (1960). The issue in the present case centers on United Kiser’s entering into the Laborers Shop Agreement on March 1, 2007. Compl. ¶ 8(a). The General Counsel attempts to bring this conduct within the six month period prior to the filing of the initial charge by alleging that since March 1, 2007, United Kiser has “maintained and enforced a collective-bargaining agreement with Respondent Union....” *Id.* However, this attempt must fail, because the Supreme Court rejected the same argument in *Bryan Manufacturing*.

The complaint in *Bryan Manufacturing* was based on charges filed ten and twelve months after a collective bargaining agreement was entered into, “alleging the union’s lack of majority status at the time of execution and the consequent illegality of the continued enforcement of the agreement.” *Id.* at 414. The Supreme Court held that the complaints were time-barred, because “the conduct occurring within the limitations period can be charged to be an unfair labor practice only through reliance on an earlier unfair labor practice” and “to permit the [time-barred] event itself to be so used in effect results in reviving a legally defunct claim.” *Id.* at 415. In reaching this conclusion, the Court emphasized public policy in favor of stabilizing existing bargaining relationships. *Id.* at 419. Here, United Kiser and the Laborers Union had a well established bargaining relationship dating back more than 31 months prior to the charge. Indeed, when the predecessor employers, Kiser-Johnson and United Construction are considered, the bargaining relationship with the Laborers has endured for many more years.

The Millwright Union in the present case is attempting to do precisely what the Supreme Court prohibited in *Bryan Manufacturing* – rely on a time barred event (the March 1, 2007 execution of the Laborers Shop Agreement) to turn conduct occurring during the limitations period into an unfair labor practice charge, and revive a legally defunct claim. There is no dispute that the only alleged conduct that occurred during the six months before the Millwright Union filed its charge was United Kiser’s enforcement of the Laborers Shop Agreement. Summary judgment is appropriate because this conduct can be charged to be an unfair labor

practice only through reliance on the time-barred execution of the Laborer's Shop Agreement. The Board should not upset the stability of the existing bargaining relationship between United Kiser and the Laborers Union by permitting a challenge to the continued enforcement of the Laborers Shop Agreement.

Furthermore, there are no facts in this case that would justify tolling the statute of limitations for bringing a claim challenging the March 1, 2007 Laborers Shop Agreement. United Kiser in no way attempted to conceal the existence of the Laborers Shop Agreement from the Millwright Union, and the Complaint contains no such allegations. *Brown & Sharpe Mfg. Co.*, 321 NLRB 924, 924 (1996). Rather, it was general knowledge within the Shop that there were collective bargaining agreements between United Kiser and the Laborers Union including the Laborers Field Agreement dating back to January 1, 2006. RPF0F 28, 29, 30. If Greg Dhein, the Millwright Union Business Representative, was, in fact, unaware of the existence of the Laborers Shop Agreement within six months of its execution, his ignorance was a result of his own neglect and lack of due diligence (see Section I.B. above) and does not toll the statute of limitations. *Id.* The Board should find the Complaint to be time-barred under Section 10(b) of the Act and grant summary judgment to United Kiser.

III. The Complaint Is Untimely Because It Challenges A 9(a) Agreement More Than Six Months After Its Formation.

A. United Kiser and The Laborers Union Entered Into a Valid Section 9(a) Field Agreement on January 1, 2006.

On January 1, 2006, William Harris, United Kiser's owner, entered into a Future Recognition Clause for the Laborers Field Agreement which provides:

It is hereby agreed that the Employer shall voluntarily recognize the Union as the exclusive bargaining representative, within the meaning of Section 9(a) of the NLRA, of all employees in the unit defined in this collective bargaining agreement,....

RPF0F 35. Article I of the Field Agreement further defines the unit, stating:

ARTICLE I
GEOGRAPHICAL JURISDICTION

The geographical jurisdiction of this Agreements includes all counties in the Upper Peninsula of the State of Michigan....

RPFOF 30. United Kiser's principal place of business and Shop are in Norway Michigan, which is located in Dickinson County in the Upper Peninsula of Michigan. RPFOF 1.

Historically, and to the present, laborers who work on the United Kiser field crews within the Union's geographical jurisdiction are covered by the Laborers Field Agreement. RPFOF 30. Similarly, until March 1, 2007, when laborers worked in the Shop, the Laborers Field Agreement applied. RFPOF 23. Such was the case with the electrician who was working in the Shop when United Kiser assumed direct control of the hydroelectric repair work on January 1, 2006. RFPOF 8, 24.

The Board has clearly established that, "if an employer grants Section 9 recognition to a union and more than six months elapse, the Board will not entertain a claim that majority status was lacking at the time of recognition." *Casale Indus., Inc.*, 322 NLRB 951, 953 (1993). The Board explained that to permit a challenge to majority status more than six months after an employer grants Section 9 recognition would "mean that longstanding relationships would be vulnerable to attack, and stability in labor relationships would be undermined." *Id.* It is undisputed that United Kiser granted Section 9 recognition to the Laborers Union on January 1, 2006, and thus any challenge brought after June 30, 2006 is untimely.

B. United Kiser and the Laborers Union Entered Into a Valid Section 9(a) Shop Agreement on March 1, 2007.

When United Kiser added the marine products line of business in early 2007 (RPFOF 11), United Kiser and the Laborers Union realized the Field Agreement no longer adequately served the interests of United Kiser's expanded production activities. Accordingly, they negotiated and executed a Shop Agreement effective March 1, 2007 to better cover these new activities. RPFOF 31.

Under the Shop Agreement, the same geographical jurisdiction applied but the work jurisdiction expanded to include "all work of unskilled and skilled nature". *Id.* (Article I of Exhibit B to Spinnato Decl.). While on the surface this included millwright work in the Shop, the Laborers Shop Agreement was limited in application to all work of unskilled and skilled nature except work performed by the millwright craft. RPF0F 37.

The term of the Laborers Agreement was co-extensive with the term of the Laborers Field Agreement – May 1, 2005 through April 30, 2010. RPF0F 30, 31. However, the Laborers Shop Agreement was applied only from its execution date, March 1, 2007. RPF0F 31.

Essentially an extension of the Field Agreement, the Laborers Shop Agreement is a Section 9(a) agreement, the validity of which, absent fraud, concealment, etc. (not present or alleged here), is no longer subject to challenge after six months from its formation, or September 30, 2007, in the instant case. *Casale*, 322 NLRB at 953.

Unlike the Laborers Field and Shop Agreements, the Millwright Shop Agreement lacks the requisite 9(a) protective shield. The Millwright Shop Agreement is less than two pages in length, contains no recognition clause, has no unit description, and no Section 9(a) representations. RPF0F 33. There is nothing from which 9(a) recognition can be inferred.

The Millwright Field Agreement affords no relief as its Voluntary Recognition Agreement is limited to:

...all employees performing work within such collective bargaining unit on all present and future jobsites within the Union's geographical jurisdiction.
(Emphasis added)

RPF0F 32. The Millwright Union geographical jurisdiction is defined on pages 35-37 of the Millwright Field Agreement and is strictly limited to Wisconsin counties and a portion of Menominee County in Michigan. *Id.* Dickinson County, Michigan, where United Kiser's shop is located, is not covered. RPF0F 1.

The Millwright Field Agreement, by its own terms, is inapplicable to United Kiser's Shop employees. RPFOF 32. In contrast, the Laborers Field Agreement expressly includes Upper Peninsula Michigan where Dickinson County is located. RPFOF 30.

General Counsel cannot escape the dictates of Section 10(b) by reliance upon *Casale* – for no evidence of a valid 9(a) Millwright Shop Agreement exists. A showing of Section 9 recognition is accomplished by an examination of contractual language standing alone or by surrounding circumstances. *Saylor's, Inc.*, 338 NLRB 330, 334 (2002). Nothing in the contractual language of the Millwright Shop Agreement establishes 9(a) recognition. RPFOF 33. Nor are there any surrounding circumstances that demonstrate 9(a) recognition of the Millwright Union for the Shop employees, as the Millwright Union never presented evidence of majority status for any unit of United Kiser Shop employees. RPFOF 39. In contrast, the contractual language of the Laborers Field Agreement (and the Laborers Shop Agreement by extension) explicitly references 9(a) recognition of the Laborers Union. RPFOF 30, 31. Thus, under *Casale*, any challenge to the March 1, 2007 Laborers Shop Agreement made after September 1, 2007 is untimely. Summary judgment is appropriate because the Millwright Union first challenged the validity of the Laborers Shop Agreement on August 21, 2008, almost eighteen months after United Kiser's Section 9(a) execution of the Laborers Shop Agreement.

In *Saylor's*, the Board rejected the Petitioner Union's argument that it was unaware of the 9(a) relationship earlier and therefore should not be subject to any time limitation in challenging majority status. 338 NLRB at 335. The Board explained:

The identity of the party attacking a long-standing bargaining relationship hardly minimizes the instability created by an untimely challenge to the union's majority status. Yet, the Petitioner argues since it was not aware of the 9(a) nature of that relationship, it should not be subject to any time limitation in raising a challenge to the Intervenor's majority status....Obviously, the employees have been well aware of the Intervenor's status as the majority representative....It appears more logical to sanction only timely challenges to majority status that are made within 6 months of recognition.... *Id.*

Like *Saylor's*, the United Kiser Shop employees all were well aware the Laborers Union had long represented employees in the Shop. To destroy this relationship after all this time would have ruinous consequences, not the least of which would be the employee's loss of multi-employer (Taft-Hartley) plan pension and health and welfare benefits earned under the Laborers Shop Agreement. The six-month limit set forth in *Casale* applies to any challenge to the Laborers Shop Agreement, regardless of when the party challenging the agreement learned of the Laborers Union Section 9(a) status.

Yet, General Counsel seeks to impose the Millwright Shop Agreement on employees the Millwright Union has never met, performing jobs that did not exist when the Millwright Shop Agreement was effectuated. Section 10(b) and *Casale* can hardly be cast aside in favor of such an extreme result.

CONCLUSION

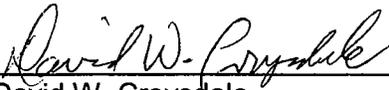
For all of the foregoing reasons, United Kiser respectfully requests that the Board grant its motion for partial summary judgment and dismiss the General Counsel's Complaint as to all claims relating to United Kiser's recognition of, agreement with, and maintenance and enforcement of any collective bargaining agreement with the Laborers Union.

United Kiser further requests that the hearing scheduled for March 11, 2009, in Iron Mountain, Michigan be cancelled pending the Board's consideration of this Motion.

Dated at Milwaukee, Wisconsin, this 10th day of February, 2009.

Respectfully submitted,

MICHAEL BEST & FRIEDRICH LLP

By  _____
David W. Croysdale
Attorneys for United Kiser Services, LLC

P. O. Address:
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202-4108
(414) 271-6560

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

CONSTRUCTION & GENERAL LABORERS' UNION,
LOCAL 1329

Case Nos. 30-CA-18129
30-CB-5352

and

NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS

DECLARATION OF JEFF W. KISER

I, Jeff Kiser, do hereby declare under penalty of perjury, that the following is true and correct:

1. I am Vice President of Operations for United Kiser Services, LLC ("United Kiser") and have held this position since January 1, 2006.

2. A predecessor company, Kiser-Johnson & Co., Inc. ("Kiser-Johnson"), was established in the mid-1980's and was engaged in the business of repair and rehabilitation of hydroelectric equipment.

3. I was a Vice President of Kiser-Johnson and ultimately became President when my father retired.

4. I was a principal owner of Kiser-Johnson until September 2004 when three investors formed United Kiser Services, LLC and purchased the business and substantial assets from Kiser-Johnson.

5. One of the investors, James Van Rixel, hired Kiser-Johnson employees through Mr. Van Rixel's construction company, United Construction, Inc., and performed the

hydroelectric repair work which was billed back to United Kiser. This arrangement continued for a little over one year. During this time, I worked as a sales person for United Kiser.

6. United Kiser incurred substantial losses during the time it contracted with United Construction which led another investor, William Harris, to buy out the interests of the other two investors, including Mr. Van Rixel.

7. Mr. Harris asked me to assume the position of Vice President of Operations for United Kiser. Mr. Harris decided that United Kiser would perform the hydroelectric repair work directly and discontinue contracting with United Construction effective January 1, 2006.

8. In anticipation of hiring Millwrights, I called the office of the Northern Wisconsin Regional Council of Carpenters ("Millwright Union") and asked for an International Agreement. I also told the Millwright Union representative I needed a Shop Agreement to cover Millwrights I intended to hire for the United Kiser Shop in Norway, Michigan (Dickinson County).

9. I worked out an Agreement with the Millwright Union which became effective January 1, 2006. Basically, we took an old shop agreement we had used when I was an owner of Kiser-Johnson and tweaked it a little bit.

10. When United Kiser started to directly perform hydroelectric repair on January 1, 2006, I had five shop employees, four Millwrights covered by the newly agreed upon Millwright Shop Agreement and one Electrician covered by an agreement with Construction & General Laborers' Union, Local No. 1329 ("Laborers Union").

11. In addition to the Millwright Shop Agreement, United Kiser is party to various multi-employer (area) construction or field agreements with the Millwright Union, the Laborers Union, the Bricklayers, the Ironworkers and various other trade unions. These agreements cover United Kiser field crews working at customer job sites disinstalling and reinstalling hydroelectric equipment that is repaired in United Kiser's Norway, Michigan Shop.

12. All of the Millwrights I hired worked for me previously at Kiser-Johnson and worked for United Construction.

13. One of these Millwrights is Michael Manowski. Michael became the Millwright Union Steward a number of years ago and, to the best of my knowledge, held this position continuously. Michael is still the Millwright Union Steward.

14. After the January 1, 2006 Millwright Shop Agreement was agreed upon, we received no visit, correspondence, e-mail, facsimile, or other communication from any Millwright Union Business Representative until July 2008 when the Millwright Union asked to negotiate a successor agreement to the Shop Agreement that expired on May 31, 2008. On the other hand, Joey Gallino, the Laborers Field Representative, saw and kept in touch with the production employees on several occasions.

15. Greg Dhein has been the Millwright Union Business Representative for many years going back to the Kiser-Johnson days. I have no knowledge that Greg Dhein or any other Millwright Union Business Representative contacted Mike Manowski from January 1, 2006 through June 2008 for any reason.

16. Until early 2007, the only business of Kiser-Johnson and United Kiser was the hydroelectric repair business. In early 2007, United Kiser started a new line of business, performing production subcontract work for the marine industry, primarily the Marinette Marine Company.

17. Our workforce at Kiser-Johnson and United Kiser consisted solely of field crews and Shop employees performing hydroelectric repair work until early 2007. Throughout that time, the Shop employees consisted of Millwrights represented by the Millwright Union and, from time to time, employees (such as the electrician) represented by the Laborers Union. Millwrights in the Shop also would work as members of field crews, although that practice is less common today.

18. The Shop workforce, as of this date, consists of four Millwrights primarily engaged in hydroelectric work and 12 production employees primarily engaged in the marine products lines of business.

19. Neither the Millwright Union or the Laborers Union have been certified by the National Labor Relations Board as collective bargaining representative for any unit of United Kiser Shop employees. Prior to August 2008, neither of these Unions had presented undisputed evidence of majority status for any unit of United Kiser Shop employees.

Dated this 9 day of February, 2009.


Jeff W. Kiser

Subscribed and sworn to before me this 9 day of February, 2009.


Notary Public, State of Michigan
My Commission expires: 5-11-2013

MICHELE L. FREEMAN
Notary Public, State of Michigan
County of Dickinson
My Commission Expires May, 11, 2013
Acting in the County of Dickinson

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

CONSTRUCTION & GENERAL LABORERS' UNION,
LOCAL 1329

Case Nos. 30-CA-18129
30-CB-5352

and

NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS

DECLARATION OF JOSEPH A. SPINNATO, JR.

I, Joseph A. Spinnato, Jr., do hereby declare under penalty of perjury, that the following is true and correct:

1. I have been employed as Shop Manager for United Kiser Services, LLC ("United Kiser") since July 2006.
2. All personnel working in the United Kiser Shop are under my supervision. In addition, I assist in obtaining new business.
3. When I started working for United Kiser there were five employees working in the Shop consisting of four Millwrights and one Electrician.
4. The four Millwrights were covered by a Shop Agreement with Northern Wisconsin Regional Council of Carpenters ("Millwright Union") and the Electrician was represented by Construction & General Laborers' Union, Local No. 1329 ("Laborers Union"). The Millwright Shop Agreement is attached as Exhibit A.

5. In July 2006, the only work performed in the Shop was repair of hydroelectric equipment to be installed by field crews at various job sites in Wisconsin and elsewhere. The Shop Millwrights use large boring bars and large lathes to perform this hydroelectric repair work.

6. In early 2007, I helped solicit Marinette Marine Company and obtained production subcontracts for marine products. To perform this work, I hired and developed a production workforce that included the electrician, welders, sand blasters, painters, tool crib controller, CNC programmer, and general laborers.

7. In early 2007, I met with Joey Gallino, a Field Representative for the Laborers Union, to discuss a Shop Agreement for the production work.

8. Effective March 1, 2007, we agreed upon a Shop Agreement with the Laborers Union which is attached as Exhibit B. This Agreement covers the 12 production employees.

9. In addition to the Shop Agreement, United Kiser is a party to various multi-employer (area) construction or field agreements including field agreements with the Millwright Union and the Laborers Union. A copy of the Millwright Union Field Agreement which expired May 31, 2008 is attached as Exhibit C and a copy of the currently effective Laborers Union Field Agreement is attached as Exhibit D.

10. I first met Greg Dhein, the Business Representative for the Millwright Union, in July 2008 when he came to negotiate a successor agreement to the Millwright Shop Agreement which had expired May 31, 2008.

11. From the time when I started working for United Kiser in July 2006 until July 2008, I never received any telephone call, e-mail, facsimile, correspondence or any other communication from Greg Dhein or any other Millwright Union Business Representative.

12. It is required that Shop Millwrights be OSHA 16 certified, be able to perform non-destructive testing, and be able to participate on field crews for hydroelectric work. These requirements do not apply to employees covered by the Laborers Shop Agreement.

13. While Millwrights and Laborers generally work in separate areas of the Shop, they are in each other's presence on a daily basis and are known to each other on a first name basis.

14. The first time the Millwright Union made any claim to represent employees covered by the Shop Agreement was the second negotiation meeting in August 2008, a few days before the Millwright Union filed its unfair labor practice charge in this case.

Dated this 6 day of February, 2009.


Joseph A. Spinnato, Jr.

Subscribed and sworn to before me this 6 day of February, 2009.


Notary Public, State of Michigan
My Commission expires: 5-11-2013

MICHELE L. FREEMAN
Notary Public, State of Michigan
County of Dickinson
My Commission Expires May. 11, 2013
Acting in the County of



**NORTHERN WISCONSIN REGIONAL
COUNCIL OF CARPENTERS**
N2216 BODDE ROAD
KAUKAUNA WI 54130
IN STATE (888) 313-3221

ADDENDUM TO

WORKING AGREEMENT BETWEEN
NORTHERN WISCONSIN REGIONAL COUNCIL OF CARPENTERS
OF
UNITED BROTHERHOOD OF CARPENTERS
AND
JOINERS OF AMERICA
AND

WISCONSIN CHAPTER, THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

UNITED KISER SHOP AGREEMENT

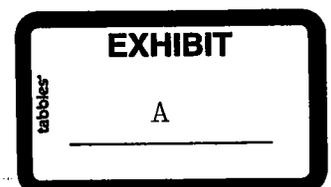
This agreement shall become effective January 1, 2006, and shall continue in force until midnight May 31, 2008, and shall automatically continue in effect from year to year thereafter unless either party gives 90 days written notice to the other prior to the expiration date or anniversary date thereof.

All new shop employees shall serve a probationary period of sixty (60) calendar days before being required to join the Union. The Company shall employ no more than two (2) probationary employees at any time. Employer benefit contribution will not be owed during the probationary period.

All new shop employees shall be required to join the Union within seven (7) working days after the sixty (60) day probationary period.

The benefit package (health/pre-retirement, education, U.B.C., apprenticeship) shall be paid in accordance with the collectively bargained construction agreement rate. Pension and vacation shall be paid in accordance with the attached Wage Rate sheet.

The employer shall immediately notify the Northern Wisconsin Regional Council of Carpenters whenever any shop employees are to be employed outside the shop. When shop employees are to be employed outside the shop, at no time shall the ratio exceed one (1) shop employee for each three (3) construction journeymen. Said shop employees, other than outside shop journeyman millwrights shall receive 80% of construction journeyman millwright wages plus fringe benefits in accordance with the appropriate Collective Bargaining Agreement. Shop Journey person millwrights shall receive construction journeyman millwright wages plus fringe benefits in accordance with the appropriate Collective Bargaining Agreement. Fringe Benefits within the jurisdictional area of the Northern Wisconsin Regional Council of Carpenters will be paid in accordance with this addendum. @ 85%



In the Event an employee works forty (40) hours or more outside the shop and is asked to work additional hours in the shop, those additional shop hours will be paid at one and one half (1 ½) times above his/her shop rate. Time and one half (1 ½) is also on the reverse situation of working in the shop and then being asked to work outside. Driving time is not included in determining forty (40) hours worked.

If an employee works less than forty (40) hours outside the shop and then is asked to work in the shop, time and one half (1 ½) is due on hours worked over forty (40) hours (combined outside and inside) at the shop rate. The reverse is also true of working in the shop and then being asked to work on the outside. Time and one half is to be paid after forty (40) hours (combined inside and outside) at the outside rate.

Shop employees passing their probationary period shall be eligible for one (1) paid floating holiday of their choice per calendar year. Shop employees required to work on their floating holiday due to emergency shall receive double the established rate of pay.

Shop Job Descriptions:

Machinist

Shop Worker Grinding, deburing, shipping/receiving, shop helper, forklift operator
Shop Worker I Saw, drill, painting, assembly, mill, lathe, reading blue prints, mics
Shop Worker II All machines

Fabricators

Shop Worker Grinding, shipping, receiving, fork lift operator
Shop Worker I Welding-non certified, grinding
Shop Worker II Laying out job, reading blue prints, welding-certified

The undersigned mutually agree to the above and hereby affix their signatures this 1st day of Jan., 2006.

UNITED KAISER SERVICES
Company Title

Northern Wisconsin Regional Council
of Carpenters

William D. Harris
Signature/Title

Gregory D. Dhein / B.A.
Signature/Title

WILLIAM D. HARRIS
Print Name

Gregory D. Dhein
Print Name

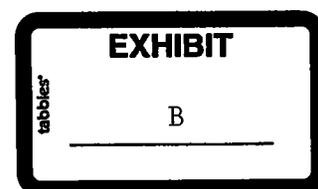
906-563-5265
Phone Number

920-996-2300
Phone Number

906-563-9344
Fax Number

920-996-2308
Fax Number

CONSTRUCTION & GENERAL LABORERS' UNION
LOCAL NO. 1329
WAREHOUSE & MAINTENANCE SHOP AGREEMENT
WITH UNITED KISER SERVICES LLC



AGREEMENT

This Agreement entered into by and between United Kiser Services LLC, hereinafter referred to as Employer and Local Union No. 1329 of the Laborers' International Union of North America, Iron Mountain, Michigan, hereinafter referred to as the "Union."

The terms of this Agreement shall continue in full force and effect from May 1, 2005 through April 30, 2010.

ARTICLE I GEOGRAPHICAL JURISDICTION

The geographical jurisdiction of this Agreement includes all counties in the Upper Peninsula of the State of Michigan and the county of Florence, Wisconsin and the city of Niagara, Wisconsin.

WORK JURISDICTION

Scope of work involved – all work of unskilled and skilled nature.

ARTICLE II INTENT & PURPOSE

The parties hereto desire to stabilize employment in the Warehouse and Maintenance Shops which are independent and not related to shops or warehouses directly on construction project sites, and to agree upon rate of wages, conditions and terms of employment.

The parties hereto are desirous of preventing strikes and lockouts and of facilitating peaceful adjustment of grievances and disputes between Employer and Employee.

The Union recognizes United Kiser Services LLC sole and exclusive Employer for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.

United Kiser Services LLC recognizes the Union as the sole bargaining agent for all Employees covered by this Agreement.

The Employer agrees that all conditions of employment relating to wage, hours of work, overtime differentials, bonuses and general working conditions shall be maintained at not less than the highest minimum standards. The conditions of employment shall be improved wherever provisions for improvement are made elsewhere in this Agreement.

ARTICLE III EMPLOYMENT

Section 1. The Employer agrees to operate all warehouse and maintenance shops on a Union Shop basis. The Union shall assist the Employer in every legitimate way to recruit and place qualified employees. All Employees covered by the terms of this Agreement shall become members of the Union no later than the 8th day after the probation period ending as a condition of employment.

Section 2. The parties of this Agreement agree that they will not discriminate against job applicants because of membership or non-membership in the Union.

Section 3. The failure of any person to maintain his Union membership in good standing by his failure to pay the periodic dues and assessments and working dues of the Union shall, upon written notice to the Contractor by the Union to such effect, obligate the Contractor to discharge such person. Each employee shall retain membership in the Union in accordance with the Labor Relations Act of 1947 as amended.

Section 4. The Employer agrees that when an Employee desires to become a member of the Union, and the Employee has signed a proper authorization card, he will withhold from the Employee's wages and turn over to the Union the amount specified as initiation fees each week until paid in full.

Section 5. It is the intent of the parties to this Agreement that the Union shall have maximum Union Security possible under the law. In the event that any change in the applicable laws, or the interpretation by the National Labor Relations Board or a Court of competent authority takes place during the life of this Agreement, such favorable change shall be incorporated by reference in this Agreement until such time as the Union and the Employer agree to meet within one week after one party has notified the other and adjust the Union Security provisions of this Agreement so that the Union will continue to have the maximum security permissible under the law.

ARTICLE IV EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against or preference for any Employee or applicants for employment on the basis of race, color, age, creed or national origin.

ARTICLE V HOURS

Section 1. Regular Day. The regular working day shall consist of eight (8) hours between 7:00 A.M. and 3:30 P.M. or 8:00 A.M. and 4:30 P.M., and the Employer

designating one starting hour, and five (5) days shall be recognized as a week, Monday to Friday inclusive.

The first half hour following the first half of the shift shall be the lunch period.

A mid-morning coffee break not to exceed ten (10) minutes shall be granted all Employees covered by the Agreement, at a suitable location, at or near their work stations. The exact time of the coffee break to be designated by the Employer.

Section 2. The basic work week will be 40 hours based on eight (8) hours per day, five (5) days per week, Monday through Friday inclusive, except for lunch periods. Where work is performed in excess of eight (8) hours on any of these days, time and one-half (1 ½) the regular rate of wages shall be paid. All work performed on a Saturday shall be paid a rate of one and a half (1 ½) times the regular rate of wages. All work performed on Sundays and Holidays shall be paid at double (2) the regular rate of wages. The following days are recognized as paid holidays for Laborers' working under this Agreement: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

Section 3. Shift Work. Shifts shall be defined as first, second and third shifts. The first shift shall be work done between 7:00 A.M. and 5:00 P.M. The second shift shall start at the close of the first shift and shall be seven and one-half (7 ½) hours in length for eight (8) hours pay and the third shift which begins upon completion of the second shift shall work for seven (7) hours for eight (8) hours pay. There shall be no split shifts. No man shall work more than one shift in twenty-four (24) hours. When shift work is being performed, the work week shall start at 8:00 A.M. Monday and end at 8:00 A.M. on Saturday.

Work performed on a two (2) shift basis, ten (10) hour shifts, the first shift shall work ten (10) hours, have one-half (1/2) hour for lunch and be paid for ten (10) hours. On the second shift, the Employee shall work nine and one-half (9 ½) hours, have one-half (1/2) hour for lunch and be paid for ten (10) hours. Work performed on a twelve (12) hour basis, the first shift shall work twelve and one-half (12 ½) hours, including one-half (1/2) hour for lunch and will be paid for twelve (12) hours. On the second shift, the Employee shall work eleven and one-half (11 ½) hours, including one-half (1/2) hour for lunch and will be paid twelve (12) hours.

Section 4. Reporting Time. When a stated number of men appear on a job ordered by the Employer they shall either be put to work or each man shall be given two (2) hours pay, unless inclement weather conditions beyond the control of the Employer prevent the men from working. However, it shall be mutually agreed by a representative of the Union and a representative of the Employer what constitutes inclement weather.

If an Employee is asked to report to any given location for work, and is unable to be productive for lack of tools, supervision or instructions, he shall be paid his regular rate for all waiting time.

No member shall work on the job unless he is to be paid the regular rate of wages.

Section 5. "4-10's" Work Week. A "4-10's" work week, Monday through Thursday, may be worked under the following terms and conditions, unless prohibited by common Construction Agreement (Project Agreement) or prohibited by Federal or State Laws.

The Employer and Union may agree to a "4-10's" work week. It being understood that prior to the implementation of a "4-10's" work week, the Union and Employer shall review the circumstances involved on the construction project to determine if a "4-10's" work week is practical and feasible. A "4-10's" work week shall only be implemented with a full work week commencing on Monday. When shift work, scheduled or unscheduled overtime is required or occurs during a scheduled "4-10's" work week, the shift work or overtime provisions of this Agreement shall apply and the "4-10's" work week shall be discontinued until such required shift work or overtime is completed.

Except for one (1) hour prior to a scheduled four-ten hour shift or one (1) hour following completion of a scheduled four-ten hour shift (which shall be paid at time and one-half (1 ½) rate, all work performed after eleven (11) hours shall be paid at the double time rate. The starting time shall be established by mutual consent of the Employer and Union. A mid-morning and mid-afternoon unorganized coffee break at or near the work station shall be afforded all employees working under terms of this Article.

Friday shall be considered a voluntary make-up day for lost time Monday through Thursday. If the make-up day is utilized, a full ten (10) hour workday must be scheduled with all hours in excess of forty (40) hours to be paid at the rate of time and one-half (1 ½).

Holidays, which are observed during the Monday through Thursday work week, and lost time due to inclement weather, shall be the only time considered as lost time in determining if a voluntary Friday make-up day shall be worked.

**ARTICLE VI
WAGES**

LABORERS E (inexperienced Laborer)

Base Wage \$9.50
No Fringes

Advance to Laborers' classification D after 400 hours of employment

LABORERS D (Apprentice Laborer) (Grinding & Basic shop work)

Base Wage \$10.50
Vacation (Deduct) 1.10
Health Care 3.70
Pension 3.73
Annuity .50

\$18.43

LABORERS C

Base Wage \$14.75 (Welding & Machinery)
Vacation (Deduct) 1.10
Health Care 3.70 ^{3.95}
Pension 3.73 ^{4.05}
Annuity .50

\$22.68

193
8.50

LABORERS B

Base Wage \$16.50 (Leadman II Foreman)
Vacation (Deduct) 1.10
Health Care 3.70
Pension 3.73
Annuity .50

\$24.43

LABORERS A

Base Wage \$17.00 (Leadman I Supervisor)
Vacation (Deduct) 1.10 Designated by UKS
Health Care 3.70
Pension 3.73
Annuity .50

\$24.92

Increases *2007 *2008 *2009
For all classifications \$1.00 \$1.00 \$1.00

- *Breakdown to be determined by Union
- **Laborers Class E will remain at the Wages established.

**ARTICLE VII
FRINGE BENEFIT PAYMENTS**

Section 1. Fringe Benefits. The following Trust Agreements, which established the following Trust Funds, together with any later Agreements signed by the Trustees of the respective Funds, shall become a part of this Agreement by reference:

- 1) The Trust Agreement for the Michigan Laborers' Vacation Fund, dated October 1, 1968;
- 2) The Trust Agreement for the Michigan Laborers' Pension Fund, dated October 1, 1966;
- 3) The Trust Agreement for the Michigan Laborers' Health Care Fund, dated May 1, 1973

The Employer specifically agrees to be bound by the Trust Agreements establishing the above Trust Funds and any amendments, rules, regulations or other requirements relating to the Funds adopted by the Trustees of each respective Fund.

Contributions to the above-referenced Fringe Benefits Funds shall be paid by the 15th day of the month following the month the Employee worked. The Employer and the Union agree that the damages which result from failure of the Employer to pay the fringe benefit contributions on time, or in correct amounts, are difficult to calculate with any certainty, and therefore, any Employer who fails to make timely payments to the various fringe benefit funds provided for in this Agreement, shall pay, as liquidated damages, in addition to the contribution amounts owed, the following amounts:

- 1) If contributions are paid after the due date, but before a delinquency of thirty (30) days, the Employer shall pay an additional five percent (5%) of the amount of contributions owed.
- 2) If contributions are paid after thirty (30) days of delinquency, but before sixty (60) days of delinquency, the Employer shall pay an additional ten percent (10%) of the amount of contributions owed.
- 3) If contributions are paid after sixty (60) days of delinquency, in addition to the ten percent (10%) referred to in paragraph 2 herein, the Employer shall pay one percent (1%) of the amount of contributions owed for each month or part thereof of his delinquency beyond sixty (60) days.

The Employer also agrees that if, as a result of an audit ordered by the Trustees of one of the Fringe Benefit Funds, he is found to have been substantially inaccurate in reporting, or late in remitting contributions due, he may be charged the cost of conducting such audit at the discretion of the Trustee involved.

Finally, the Employer agrees that if, as a result of the Employer's failure to pay fringe benefit contributions and liquidated damages as required by this Agreement, the Fund Trustees institute legal proceedings, the Employers shall be responsible for all costs, including actual attorney fees, incurred by the Funds as a result of such litigation.

It is expressly understood that nothing contained in this Agreement shall deny the Trustees of any Fund the right to assess liquidated damages and pursue whatever legal remedies are available, including, but not limited to, both contractual and statutory state and federal remedies, to collect delinquent contributions and liquidated damages or otherwise enforce their rules, regulations and Trust Agreement provisions. The pursuit of such legal remedies by the Trustees shall not render any other provisions of this Agreement inoperative.

A. Health Care Fund. The Employer agrees to pay into the Michigan Laborers' Health Care Fund. The amount of contribution shall be at the rate specified in Article VII on actual hours worked without regard to whether the employee was working on straight time or overtime and shall be paid on all employees working under this Agreement whether they are probationary, non-union members, temporary, seasonal or casual employees. These contributions shall be determined by the Trustees of the Michigan Laborers' Health Care Fund to such depository as designated by said Trustees.

B. Pension Fund. The Employer agrees to pay into the Michigan Laborers' Pension Fund. All pension contributions shall be at the rate specified in Article VII on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be made on each and every employee whether they are probationary, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees.

C. Vacation Fund. (a) The Employer agrees to pay into the Michigan Laborers' Vacation Fund. All contributions shall be deducted as stipulated in Article VII on actual hours worked without regard to whether the employee was working straight time or overtime. These contributions shall be deposited each month or at regular intervals as may be determined by the Trustees of the Michigan Laborers' Vacation Fund to such depository as may be designated by said Trustees.

b) All vacation contributions shall constitute a part of and shall be included in the employee's base wage for the purpose of computing all payroll withholdings such as income taxes, social security and other authorized deductions.

Section 2. Violation of Payments. If the Employer fails to make Fringe Benefit Contributions in accordance with this Agreement, the Union may take economic action against the Employer, provided it gives written or telegraphic notice of forty-eight (48) hours excluding Saturday, Sunday, or Holidays to said Employer.

Section 3. Non Compliance. In order to assure compliance by all Employers in making the contributions required by this Article, the Union and the Association will request from the Administrator of the Trust Funds each month a list of Employers who are delinquent in making the required payments. This will be made available to signatory Employers and to representatives of the Union as one of the ways to encourage compliance with the obligations of this Article.

ARTICLE VIII PAYDAY

It is hereby agreed that the wages shall be paid weekly in currency or by check on the job during regular working hours. Each Employer shall specify the day of the week when Laborers' shall receive their pay, and wages shall be paid in full when laid off or dismissed. Employees leaving the job of their own volition shall receive their pay the next regular payday. Any Employee having to wait beyond their regular quitting time for his money, shall be paid for four (4) hours of waiting time at time and one-half (1 ½) under the wage rate of the classification for work that he was assigned. The Employees paycheck stub or supplemental slip shall show the total hours worked, his gross pay, deductions for Federal and State income tax, deductions for F.I.C.A. and the total amount of any other deductions. The Employees time will be kept by a person designated by the Employer (supervisor or timekeeper).

ARTICLE IX COMPENSATION INSURANCE

Employers shall provide protection as required under the provisions of the Workman's compensation law of the State of Michigan and Wisconsin. He shall also make contributions for his Employees under the Michigan and Wisconsin Employment Security Act regardless of the number of men employed by such contractor.

ARTICLE X BUSINESS REPRESENTATIVE & STEWARD

Section 1. Business Representative. Authorized Union Representatives shall at all times be permitted to visit the job site for the purpose of Union business provided, however, that they shall report their presence to the Contractor or his immediate representative on the job site.

Section 2. Steward. A general steward shall be appointed by the Business Agent, Said steward must remain on the job until completion unless removed for just cause; in such case, the Business Agent must be notified before removal.

It shall be mandatory that said steward be on the job whenever work is performed including all overtime.

Stewards shall be given reasonable amount of time to conduct Union business on the job; however, said steward shall first notify his foreman before leaving his job

ARTICLE XI WORKING CONDITIONS

All tools, rubber boots, hard hats, rain gear and such safety devices shall be furnished by the Employer. A suitable heated place wherein the workmen may change their clothes and eat their lunch and sanitary toilet facilities kept clean by assigning a Laborer as required to take care of these facilities shall be provided by the Employer.

Men injured while at work shall be paid for time lost in receiving medical attention on the day of injury; this also applies to subsequent visits to the doctor during regular working hours. Transportation to and from the doctor will be furnished by the Employer.

There shall be no restriction of the use of machinery, tools or appliances provided the same are of standard size and are standard equipment. Use of new labor-saving devices and equipment shall become a matter of economic interest to the Union and the Employer.

There shall be no limitation as to the amount of work an Employee shall perform during his working day.

It is understood that workmen shall perform a fair and honest days' work at all times on the job.

No member of the Union shall cross any legitimate picket line, when the legality is within the meaning of the National Labor Relations Act, as amended by Labor Managements' Act of 1947 as amended.

ARTICLE XII

SAFETY

The Employer, the Union and the employees covered by this contract shall comply with all rules and laws pertaining to safety and sanitation established by the Federal, State and Local Governments, Safety devices, provided by the contractors, shall not be removed by the workman, and where individual safety devices are furnished by the contractors to be worn by the employees, they shall be worn and the Union will cooperate with the contractors to see that these provisions are enforced.

The Employers shall provide proper first aid facilities for its employees with competent first aid personnel during all working hours, protective devices and other equipment necessary to properly protect employees from injury.

ARTICLE XIII GRIEVANCE PROCEDURE

In the event a dispute occurs due to a misunderstanding, misinterpretation and or violation of this Agreement or any section thereof, an earnest effort will be made to settle such dispute between the Employer and-or his representative and the Union. If the dispute cannot be resolved in two (2) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.

The Joint Grievance Committee shall be composed of four (4) members; two (2) from Employers and two (2) from the Union. Following appointment, said Grievance Committee shall meet, elect a Chairman and a Secretary, adopt rules of procedure which shall bind the parties and shall proceed to consider any matters properly before the Committee.

The Joint Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation and-or violation of this agreement or any section thereof. The violation of payment of wages and-or fringe benefit contributions as provided in this agreement shall not be considered as subject to arbitration. The Arbitration Board shall not have the power to modify, change, amend or abrogate the agreement in any way. No committee member shall be directly involved in the dispute to be resolved by the Grievance Committee.

All complaints based on a misunderstanding, misinterpretation and-or violation of this agreement or any section thereof shall be referred to the Joint Committee in writing and said Committee shall meet within two (2) working days of receipt of said complaint to consider the same. If the Committee within two (2) working days after such meeting is unable to decide the matter before it, the members of the committee shall choose a fifth member. Should the Committee be unable to agree on the fifth member within two (2) days, the regional director of

Said decision shall be final and binding upon the parties. Any expense involved in the operation of the Committee shall be borne equally by the parties involved in the dispute.

No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the Employer and the Union in writing within seven (7) days after the alleged violation was committed.

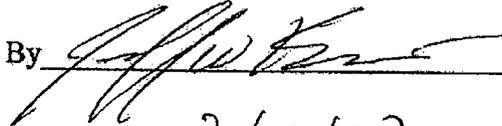
Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party that will halt or interrupt the orderly conduct of the Employers business.

**XIV
TERMINATION**

This Agreement shall become effective on the day and year first above written and shall continue in full force until April 30, 2010 and thereafter from year to year, unless superseded or terminated at the end of April 30, 2010 upon not less than sixty (60) days notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

FOR THE EMPLOYER:

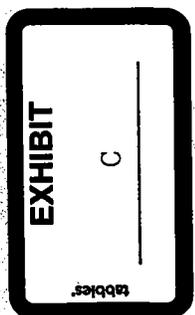
By  V.P.
(Title)
Date 3/1/07

FOR THE UNION

By  Business Manager
(Title)
Date MARCH 1, 2007

INDEX

AGREEMENT SIGNATURE PAGES	34
APPRENTICESHIP	25
APPRENTICE WAGE RATES	28
PRE-APPRENTICE	31
SCHEDULE	31
DELINQUENCY PROVISION AND BONDING	16
DURATION OF AGREEMENT	1
EXHIBIT A - JURISDICTIONAL MAP	35
JURISDICTION AREA	36
EXHIBIT B - TRADE AUTONOMY	37
EXHIBIT C - DRUG/ALCOHOL TESTING	38
EXHIBIT I - CONSENT TO BREATH AND/OR BLOOD TEST	45
EXHIBIT II - CONSENT TO URINALYSIS	45
EXHIBIT D - CONSTRUCTION LABOR MANAGEMENT COUNCILS	46
EXHIBIT E - SCOPE OF WORK	48
CARPENTER	48
FLOOR COVERER	51
MILLWRIGHT	51
PILEDRIVER	53
FRINGE BENEFIT TRUST FUNDS	10
ANNUAL REVIEW	12
APPRENTICE AND JOURNEYMAN TRAINING FUNDS	14
CONTRACT ADMINISTRATION FUND	13
CONTRIBUTIONS	10
LABOR MANAGEMENT FUND	13
NATIONAL HEALTH INSURANCE	12
U.B.C. FUND	14
VACATION FUND	12
GENERAL AND MISCELLANEOUS PROVISIONS	20
COFFEE BREAK	24
CONSTRUCTION (CO-OP) EDUCATION PROGRAM	24
DISCHARGE FOR CAUSE	21
EMPLOYER RESTRICTIONS	20
EMPLOYMENT IN VIOLATION OF ARTICLE II	23
JOB SITE FACILITIES	23
MACHINERY & TOOLS	20
MILLWRIGHT WORK	24
NO CONTRACTING BY EMPLOYEES	22
NO LIMITATION ON AMOUNT OF WORK	21
NO RESTRICTION ON USE OF MACHINERY OR TOOLS	21
OWNER MANDATED RULES	25
PRE-JOB CONFERENCE	23
SAFETY PROGRAM	23
STEWARDS	20
SUB-CONTRACTING	22
UNION REPRESENTATIVE	21



WEARING APPAREL.....	24
GREATER WISCONSIN CARPENTERS CENTRAL DEPOSITORY.....	15
GRIEVANCES AND ARBITRATION.....	5
HOURS OF WORK.....	17
LEGAL HOLIDAYS.....	19
OVERTIME AND SHIFT PERMITS.....	18
OVERTIME, SATURDAY, SUNDAY, AND HOLIDAY WORK.....	18
PART-TIME WORK.....	20
SHIFT WORK.....	19
WORK DAY AND WORKWEEK.....	17
JURISDICTION AND JURISDICTIONAL DISPUTES.....	32
DUAL ASSIGNMENT.....	32
JURISDICTION.....	32
JURISDICTIONAL DISPUTES.....	32
MEMORANDUM OF AGREEMENT.....	54
OTHER AGREEMENTS.....	3
OTHER AGREEMENTS.....	3
PRE-ENGINEERED METAL BUILDING AGREEMENT.....	3
RECOGNITION.....	3
RESIDENTIAL WORKING AGREEMENT.....	3
PICKET LINES/NO STRIKE/NO LOCKOUT.....	33
PREAMBLE.....	1
SEPARABILITY AND INDEMNIFICATION.....	33
INDEMNIFICATION.....	33
SEPARABILITY.....	33
SIGNATURE PAGE.....	34
UNEMPLOYMENT AND WORKER'S COMPENSATION.....	6
UNION/REFERRAL.....	4
DRUG/ALCOHOL TESTING.....	5
EQUAL EMPLOYMENT.....	4
UNION SECURITY.....	2
MEMBERSHIP.....	2
WORKING DUES DEDUCTION.....	2
VOLUNTARY RECOGNITION AGREEMENT.....	57
WAGE RATES/CONTRIBUTIONS/DEDUCTIONS/AND OTHER PAYMENT PROVISIONS.....	7
DIVER AND TENDER PERFORMING BARGAINING UNIT WORK.....	8
FOREMAN PREMIUM.....	9
JOB INJURY.....	9
JOURNEYMAN UPGRADE TRAINING.....	10
NOTICE OF LAYOFF, DISCHARGE OR QUIT.....	9
PAYMENT OF WAGES.....	9
PREVAILING WAGE RATE REPORTS.....	10
SUB-FOREMAN PREMIUM.....	9
SUBSISTENCE ALLOWANCE.....	8
TARGETING.....	8

PREAMBLE

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

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

**ARTICLE I
DURATION OF AGREEMENT**

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

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

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

ARTICLE II UNION SECURITY

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

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

Section 2.3 Working Dues Deduction. Upon the Union's receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year or the term of this Agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, working dues deduction in the amount per hour certified to the Employer by the Union as representative of that required of all members to maintain membership in the Union, and remit the same in an amount as specified under Article VII, Section 7.1 (Wage Rates) to the Wisconsin Carpenters Central Depository as specified under Article IX (Central Depositories) on a remittance form showing the names and amounts from whom the deductions were made in the amount required for the particular area where the work is performed. Such form shall also show the various Fund contributions made by the Employer pursuant to this Agreement. Upon the Employer request, the Union shall furnish the Employer with a copy of the employees written authorization. Failure of the Union to submit such authorization shall relieve the Employer of the obligation to deduct the Working Dues Deduction. Such written authorization by an employee may be revoked by the employer during a ten (10) day period prior to the anniversary or termination date of this Agreement, whichever occurs first. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods during the term of this Agreement. The employee's written authorization shall require that the employee acknowledge that employment in the construction industry may cause the employee to be employed by several different Employers signatory to this

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

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

ARTICLE III OTHER AGREEMENTS

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

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

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

Section 3.4 The Union recognizes the Associated General Contractors of Wisconsin, Inc. as the bargaining unit for all Employers who have so authorized the Association for all work covered hereunder. The Association agrees to furnish to the Union lists of such Employers prior to May 26, 2002 and upon request thereafter. Upon such authorization any Employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to this Master Agreement. Individual Employers who have not so authorized the Association shall, by becoming party to this Master Agreement, also become part of said multi-employer bargaining unit, and said individual Employer authorizes the Associated General Contractors of Wisconsin, Inc., to negotiate successor Master Agreements on its behalf and said individual Employer specifically adopts all provisions of any successor Master Agreement

entered into between the Associated General Contractors of Wisconsin, Inc. and the Union. Withdrawal from the multi-employer bargaining unit may be accomplished only by written notice to the Union and to the Association, at least ninety (90) days, but no more than one hundred twenty (120) days prior to date of expiration of this Agreement or of any renewal period hereof. Notice to the Association, wherever is required herein, shall constitute notice to each and all members of the multi-employer bargaining unit.

ARTICLE IV UNION REFERRAL

Section 4.1 Union Referral

- (a) The Employer shall notify the Union of opportunities for employment;
- (b) The Employer shall give the Union the opportunity to refer qualified applicants for employment; and
- (c) The Union agrees to furnish journeypersons, apprentices, and pre-apprentices on a non-discriminatory basis as required by the Employer within twenty-four (24) hours, excluding Saturdays, Sundays, and Holidays, after notice by the Employer.
- (d) If the Union fails to furnish journeypersons and apprentices as required, the Employer may draw from whatever sources are available to meet the requirements at the time.
- (e) Contractors have freedom of movement of employees covered by this Agreement throughout the geographical area of this Agreement.

(f) A Contractor from outside of the jurisdictional area of this Agreement will be allowed to bring in one (1) foreman and one (1) key bargaining unit employee, provided, however, the Contractor has signed this Agreement with the Northern Wisconsin Regional Council of Carpenters, and further provided, that the Contractor hires at a fifty to fifty (50 - 50) ratio bargaining unit employees who are residents of the Northern Wisconsin Regional Council of Carpenters geographical area.

Section 4.2 Equal Employment. The Association, Contractors, Employers, and the Unions agree that no party shall discriminate against any individual on the basis of age, race, creed, color, handicap, marital status, sex, national origin, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force, or any Reserve component of the Military Forces of the United States or this State, except as limited by Wisconsin Statutes Sections 111.33 to 111.36 (1993-1994).

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

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

ARTICLE V GRIEVANCES AND ARBITRATION

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

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

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

Section 5.4 In the event the arbitrator finds a violation of the Agreement, he shall have the authority to award back pay not to exceed twenty (20) days to

aggrieved person or persons in addition to whatever other or further remedy may be appropriate.

Section 5.5 The Trustees of the Wisconsin Carpenters Health Fund, the Trustees of the Wisconsin Carpenters Pension Fund, as well as the Trustees of the Vacation Fund, and of the Northern Wisconsin Regional Council of Carpenters Training Fund, may for the purpose of collecting any payments required to be made to such Trust Funds under this Agreement, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

ARTICLE VI UNEMPLOYMENT AND WORKER'S COMPENSATION

Section 6.1 Every Employer regardless of the number of persons employed, shall obtain coverage under the Worker's and Unemployment Compensation Acts of the State of Wisconsin. The Association, in cooperation with the Union, shall employ its best efforts to provide the Union with identification numbers which are assigned by the appropriate State Agency evidencing coverage under such Acts for all Employers signatory to the Association's Letter of Assent. It shall be the Union's responsibility to obtain whatever evidence it may require concerning the current coverage under such Acts of an Employer which is not signatory to the Association's Letter of Assent. The Union, in its representative capacity, or any employee, denied Worker's or Unemployment Compensation benefits as a result of an Employer's failure to obtain and maintain in force and effect Worker's or Unemployment coverage, shall have the right to maintain an action for damages against such Employer. The costs of collection, including a reasonable attorney's fee, shall be recoverable as damages, in addition to the actual damages resulting from the violation of this Section. The remedies provided in this Section shall be in addition to any other remedies provided elsewhere in this Agreement or under applicable State and Federal laws. Nothing in this Section shall be construed to make the Association liable for any obligation assumed by the Association or for the failure of any Employer represented by it, or of any other Employer covered by this Agreement, to comply with this Section and none of the rights and privileges granted by this Section to the Union, or to any employee, shall be enforceable against the Association.

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

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

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

- IMPORTANT -
Please refer to Revised Commercial Wage Rate Sheet dated May 29, 2005 for current rates

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

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

Section 7.2

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

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

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

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

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

Diver Rate: \$3.50 above Journeyman Carpenter rate.

Tender Rate: Journeyman Carpenter Rate.

Premium Time at applicable one and one-half (1 1/2) or double regular rate.

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

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

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

(e) **Sub-Foreman Premium.** Sub-foreman may be employed to assist the foreman when the Employer deems it necessary or advisable. Each sub-

foreman shall receive not less than one dollar and twenty-five cents (\$ 1.25) per hour over the applicable journeyman wage rate provided in this Agreement.

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

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

(h) All employees discharged shall receive pay in full at time of discharge. Employees laid off for an indefinite period are to be paid in full immediately on the job, or by mail postmarked within twenty-four (24) hours. In the event the check is not handed to said laid-off employee, or the postmark is later than the end of the employees next pay period, the laid-off employee shall receive an additional two (2) hours pay for each twenty-four (24) hours of delay.

(i) **Notice of Layoff, Discharge or Quit.** When an employee is laid off or discharged, a written notice giving date and reason for discharge is required at time of termination and such employee shall be allowed fifteen (15) minutes prior to designated quitting time for pick-up of tools. An employee who quits shall also provide the Employer with written notice giving date and reason for quitting.

(j) **Job Injury.** Employees injured on the job site shall suffer no loss of time while being tended to, either at the job site or other facility during the day of the accident or injury provided the nature of the injury or accident prevents the employee from returning to work and is verified by the care giver.

(k) **Prevailing Wage Rate Reporting.** Associated General Contractors of Wisconsin, Inc. agrees to yearly remind signatory contractors of completing and submitting prevailing wage rate reports to the Union and the State of Wisconsin and provide standard forms to facilitate such reporting. Yearly reminder mailings will be accomplished using labels provided by the Fund Office.

Section 7.3 Journeyperson Upgrade Training

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

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

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

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

ARTICLE VIII FRINGE BENEFIT TRUST FUNDS

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

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

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

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

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

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

Section 8.3

- (a) In the event an Employer becomes delinquent in the payment of the sums required to be paid to the Funds as provided in this Article, such Employer shall become obligated for all claims that may arise during the period of delinquency. In addition, such a delinquent Employer shall become liable for the payment of liquidated damages and interest at rates established by the Trustees. In the event legal or administrative action becomes necessary to recover sums due the Funds, the delinquent Employer shall be required to pay liquidated damages, interest, audit costs, and actual attorneys' fees and court cost incurred in the collection process.
- (b) In the event that the Employer is delinquent for a period of fifteen (15) days in making contributions to any Fund provided for under this Agreement, and has been provided with notice of such delinquency, notwithstanding any other provisions of this Agreement, it shall not be a violation of this Agreement for the Union to withdraw all employees from the delinquent Employer so long as the delinquency exists, provided that the Union notifies the General Contractor five (5) days prior to withdrawing employees.

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

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

Section 8.6 Purpose of Vacation Fund and Training Fund.

(a) **Vacation Fund.** The Wisconsin Carpenters Vacation Fund is a Trust Fund created for the purpose of providing vacation pay benefits, as may be determined by the Trustees, for the benefit of employees on whose behalf payments have been made to the Fund. The Trustees shall adopt rules and regulations governing the eligibility of employees as the Trustees may deem appropriate, as long as such terms and provisions are not inconsistent with any of the terms and provisions of the collective bargaining agreements existing between the parties.

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

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

Section 8.8 Annual Review of the Training Fund. To eliminate a situation where the financial status of the Training Fund would become insufficient or excessive and thereby have an effect on the technological education of a journeyperson or number of apprentices indentured or to be indentured, an annual review of the financial condition of the Fund will be held each year

immediately following the annual audit. This review shall be made by the Trustees of the Fund who shall be appointed under and in accordance with such Trust Agreement. Should the analysis of this review indicate the need for an adjustment in the contribution rate, it shall be the duty of the negotiating committee to meet and negotiate the details for the adjustment. The aforementioned negotiations shall pertain to the Training Fund only and shall have no effect on the rest of this Agreement.

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

Section 8.10 Contract Administration Fund. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay per hour for actual time worked to the Contract Administration Fund (CA FUND) for each employee covered by or subject to this Agreement, the amount specified in the Wage Rate Article. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. Payments are to be sent to the Fund Office, P.O. Box 282, Eau Claire, WI 54702.

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

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

The Associated General Contractors of Wisconsin, Inc. or its officers, may for the purpose of collecting any payments required to be made to the CA FUND, including damages and costs, and for the purpose of enforcing rules concerning the inspections and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Each Employer who is required to make payments to the CA FUND pursuant to this contract shall promptly furnish to the Associated General Contractors

of Wisconsin, Inc. or its authorized agents on demand, all necessary employment, personnel, and payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the CA FUND and for no other purpose. The Associated General Contractors of Wisconsin, Inc. or its authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Associated General Contractors of Wisconsin, Inc. or its authorized agents, in connection with the proper administration of the CA FUND.

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

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

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

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

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

ARTICLE IX WISCONSIN CARPENTERS CENTRAL DEPOSITORY

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

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

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

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

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

ARTICLE X DELINQUENCY PROVISION AND BONDING

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

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

Section 10.3 Each Employer shall be required to post with the office of the Fund Administrator, the Wisconsin Carpenters Central Depository, a cash or surety bond in form satisfactory to the Trustees of the Trust Funds referred to in Section 8.1 and in the face amount of twenty-five thousand dollars (\$25,000.00), which bond shall cover all of the Trust Funds referred to in Section 8.1. Any such surety bond shall assure payment of all sums required to be paid to such Trust Funds under this Agreement in the event of the Employer's subsequent delinquency as to any or all such Trust Funds, and it shall be kept in force and be maintained in full amount for a period of not less than twelve (12) consecutive calendar months during which no delinquency has occurred on the part of such Employer. It shall not be a violation of this Agreement for the Union to refuse to supply employees and applicants to, and to prohibit employees covered by this Agreement from working for, any such delinquent Employer who fails or refuses to provide or maintain such bond.

Section 10.4 The requirements of Section 10.3 shall not apply to any Employer that, during the twelve (12) months immediately preceding the effective date of this Agreement, has made all timely payments required to be paid to the several Trust Funds referred to in Section 8.1 pursuant to a collective bargaining agreement requiring the payment of contributions to such Trust Funds.

Section 10.5 The requirements of Section 10.3 shall not apply to an Employer that has not been a party to a collective bargaining agreement requiring payment of contributions to any of the Trust Funds described in Section 8.1 provided such Employer can establish that during the twelve (12) month period immediately preceding the date that it first becomes a party to this Agreement, it was contractually required to make contributions to multi-employer fringe benefit funds established under Section 302(c) (5), (6), (7), and (8) of the Labor Management Relations Act and that it is not delinquent and has not been delinquent, during such twelve (12) month period, in payment of the contributions required to be paid to such multi-employer fringe benefit Funds.

Section 10.6 If during the life of this Agreement any Employer becomes delinquent in the payment of required contributions for a particular contribution month (as provided in Section 8.1 and Section 10.1) to any or all of the Trust Funds referred to in Section 8.1, and such Employer has been notified in writing of such delinquency, then such Employer shall (in addition to paying the full amount due) be required to post with the office of the Fund Administrator, of the Wisconsin Central Depository, a cash or surety bond in accordance with the requirements of Section 10.3 and the exemptions provided under Section 10.4 and 10.5 shall no longer be applicable to such Employer.

ARTICLE XI HOURS OF WORK

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

The Contractor must notify the Northern Wisconsin Regional Council of Carpenters before a Saturday make-up day can be utilized. If the Contractor does not notify the Northern Wisconsin Regional Council of Carpenters, all time worked on the Saturday make-up day shall be paid at one and one-half (1 1/2) times the hourly wage rate. This provision of the Agreement is not to be used as a floating forty (40).

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

(a) All time in excess of eight (8) hours per day, all time worked before 6:00 a.m. or after 6:00 p.m. and all time worked on Saturday shall be paid at the rate of one and one-half (1 1/2) times the established hourly rate of pay with the exception of time worked on Saturday make-up which shall be at straight time.

The Contractor must notify the Union before a Saturday make-up day can be utilized. If the Contractor does not notify the Northern Wisconsin Regional Council of Carpenters, all time worked on the Saturday make-up day shall be paid at one and one-half (1 1/2) times the hourly wage rate. This provision of the Agreement is not to be used as a floating forty (40).

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

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

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

Section 11.3 Overtime and Shift Permits

(a) Authorized Regional Council Representatives shall issue all permits for overtime, Saturday, Sunday, Holiday, and shift work. No permits shall be denied any Contractor working under the provisions of this Agreement.

(b) All such requests and approvals will be confirmed in writing within forty-eight (48) hours.

Section 11.4 Shift Work.

(a) A shift for the purpose of this Agreement shall mean one (1) or more crews of employees working on a pre-arranged schedule of hours, other than the normal workday as provided for in this Agreement.

(b) In order to avoid any conditions which might result in discrimination in competitive bidding, all jobs on which shifts are contemplated must be reported and receive the approval of the authorized Regional Council Representative before shift conditions will apply. All such agreements are to be confirmed in writing by the Regional Council within forty-eight (48) hours.

(c) A shift termed the first day shift falling within the normal workweek shall consist of eight (8) hours. The first shift starting time will be between 6:00 A.M. to 9:00 A.M. All time worked prior to or after the established first day shift, eight (8) hours, shall be overtime.

(d) A shift termed the second shift, falling within the shift workweek shall consist of seven and one-half (7 1/2) hours of work for a total of eight (8) hours pay. The lunch break shall be taken as near as possible to mid-shift.

(e) A shift termed the third shift, falling within the shift workweek shall consist of seven (7) hours of work for a total of eight (8) hours pay. The lunch break shall be taken as near as possible to mid-shift.

(f) All Saturday and shift work overtime hours as described in Section 11.4(c), (d), and (e) above and worked prior to and subsequent to the first day shift shall be paid for at one and one-half (1 1/2) times the normal hourly wage except that any time worked between 6:00 a.m. Sunday and 6:00 a.m. Monday, and Holidays, and work prior to and subsequent to the first day shift, shall be at double time the normal hourly wage rate. All shift overtime hours subsequent to or after any of the established shift shall be paid for at one and one-half (1 1/2) times or double time the normal hourly wage, whichever rate applies. Shift hours shall apply on Saturday, Sunday, and Holidays.

(g) No employee shall be required to work a broken shift.

Section 11.5 Legal Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. For the purpose of this Agreement, any of the above designated Holidays which fall on a Sunday shall be observed on the following Monday, and falling on a Saturday shall be observed on the preceding Friday. The day of Christmas Eve shall also be

considered a Holiday for employees working after the regular day shift and the second and third shifts pursuant to Section 11.4 (Shift Work).

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

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

ARTICLE XII GENERAL AND MISCELLANEOUS PROVISIONS

Section 12.1 Machinery And Tools.

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

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

Section 12.3 Stewards.

- (a) It shall be the right of the Northern Wisconsin Regional Council of Carpenters to have a steward on every job where members are employed. The Northern Wisconsin Regional Council of Carpenters

shall immediately notify the Contractor in writing of the identity of the steward as soon as his identity is determined.

- (b) The steward shall not interfere with normal construction operation while carrying out the duties as steward.

- (c) The Contractor may lay off the steward because of work shortage within the company, at such time the Northern Wisconsin Regional Council of Carpenters may appoint a replacement steward from among the remaining members on the jobsite. No steward shall be laid-off or discharged without forty-eight (48) hours notice to the Regional Council and the steward.

Section 12.4 Union Representative.

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

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

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

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

Section 12.7 Discharge For Cause. The Contractor reserves the right to discharge an employee for cause, subject however, to the right of arbitration as provided in Article V. Grievances arising as a result of discharge must be

delivered to the Contractor in writing within ten (10) days of the date of discharge. Employees not complying with this requirement will forfeit their right to prosecute their grievance.

Section 12.8 No Contracting By Employees.

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

Section 12.9 Subcontracting.

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

Section 12.10 Jobsite Facilities.

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

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

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

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

Section 12.14 Construction (Co-Op) Education Program.

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

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

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

Section 12.16 Wearing Apparel.

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

Section 12.17 Millwright Work.

- (a) The Employer shall furnish, if required, all precision levels over twelve inches (12"), all calipers, outside micrometers over one inch (1"), inside micrometers, all adjustable wrenches over twelve inches (12"), all socket

wrenches over one-half inch (1/2") drive, box socket and open end wrenches over one and one-fourth inches (1 1/4") or metric equivalent, all drills, taps, files, emery cloth, sand paper, hack saw blades, and all hammers over two (2) pounds.

- (b) When it is necessary to store employee tools on the jobsite during his non-working hours, the Contractor shall be responsible for providing a proper and safe lock up area. The Employer shall allow adequate time to bring tools on the jobsite and allow adequate time at the close of each shift for the picking up and securing of the tools.

Section 12.18 Owner Mandated Rules. The Contractor shall have the right to implement project owner requirements relating to the following:

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

For other owner-imposed rules, the Contractor shall discuss owners' requirements with the Northern Wisconsin Regional Council of Carpenters prior to implementation and come to an accord before implementation.

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

ARTICLE XIII APPRENTICESHIP

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

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

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

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

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

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

PRE-APPRENTICE

Section 13.5

- (a) The established pre-apprenticeship percentage is calculated on the normal hourly base rate with the same fringe benefit contributions and deductions as for journeypersons.
- (b) The ratio of pre-apprentices is one pre-apprentice for each indentured apprentice employed by the contractor.

(c) A pre-apprentice will not displace a journeyperson or indentured apprentice.

(d) Pre-apprentices will not work unsupervised. If pre-apprentices affect prevailing wage certification, Section 13.5 does not apply to this contract.

(e) A pre-apprentice can be placed in any of the percentage tiers of the pay schedule based on his/her experience or qualifications.

Journey/Person Rate		\$ TO		BE		DETERMINED	
95%	66-72	42-48					
90%	60-66	36-42					
85%	54-60	30-36					
80%	48-54	24-30					
75%	42-48	18-24					
70%	36-42	12-18					
65%	30-36	6-12					
60%	24-30	0-6					
55%	12-24						
50%	6-12						

- IMPORTANT -
 Please refer to Apprentice & Pre-Apprentice Wage Rate Sheet effective May 29, 2005 for current rates

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

Journey/Person Rate		\$ TO		BE		DETERMINED	
95%	66-72	42-48					
90%	60-66	36-42					
85%	54-60	30-36					
80%	48-54	24-30					
75%	42-48	18-24					
70%	36-42	12-18					
65%	30-36	6-12					
60%	24-30	0-6					
55%	12-24						
50%	6-12						

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

Journey/Person Rate		\$ TO		BE		DETERMINED	
95%	66-72	42-48					
90%	60-66	36-42					
85%	54-60	30-36					
80%	48-54	24-30					
75%	42-48	18-24					
70%	36-42	12-18					
65%	30-36	6-12					
60%	24-30	0-6					
55%	12-24						
50%	6-12						

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

Journey/Person Rate		\$ TO		BE		DETERMINED	
95%	66-72	42-48					
90%	60-66	36-42					
85%	54-60	30-36					
80%	48-54	24-30					
75%	42-48	18-24					
70%	36-42	12-18					
65%	30-36	6-12					
60%	24-30	0-6					
55%	12-24						
50%	6-12						

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

Journey/Person Rate		\$ TO		BE		DETERMINED	
95%	66-72	42-48					
90%	60-66	36-42					
85%	54-60	30-36					
80%	48-54	24-30					
75%	42-48	18-24					
70%	36-42	12-18					
65%	30-36	6-12					
60%	24-30	0-6					
55%	12-24						
50%	0-12						

**ARTICLE XIV
JURISDICTION AND JURISDICTIONAL DISPUTES**

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

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

Section 14.3 Jurisdictional Disputes.

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

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

Section 15.1

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

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

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

**ARTICLE XVI
SEPARABILITY AND INDEMNIFICATION**

Section 16.1 Separability. Any provisions of this Agreement which may be in violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of this Agreement are held or constituted to be void, or be in violation of any such laws, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of any such laws, then the contract shall be reopened for the purpose of renegotiating the subject matter covered by such provisions, but only for such purposes.

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

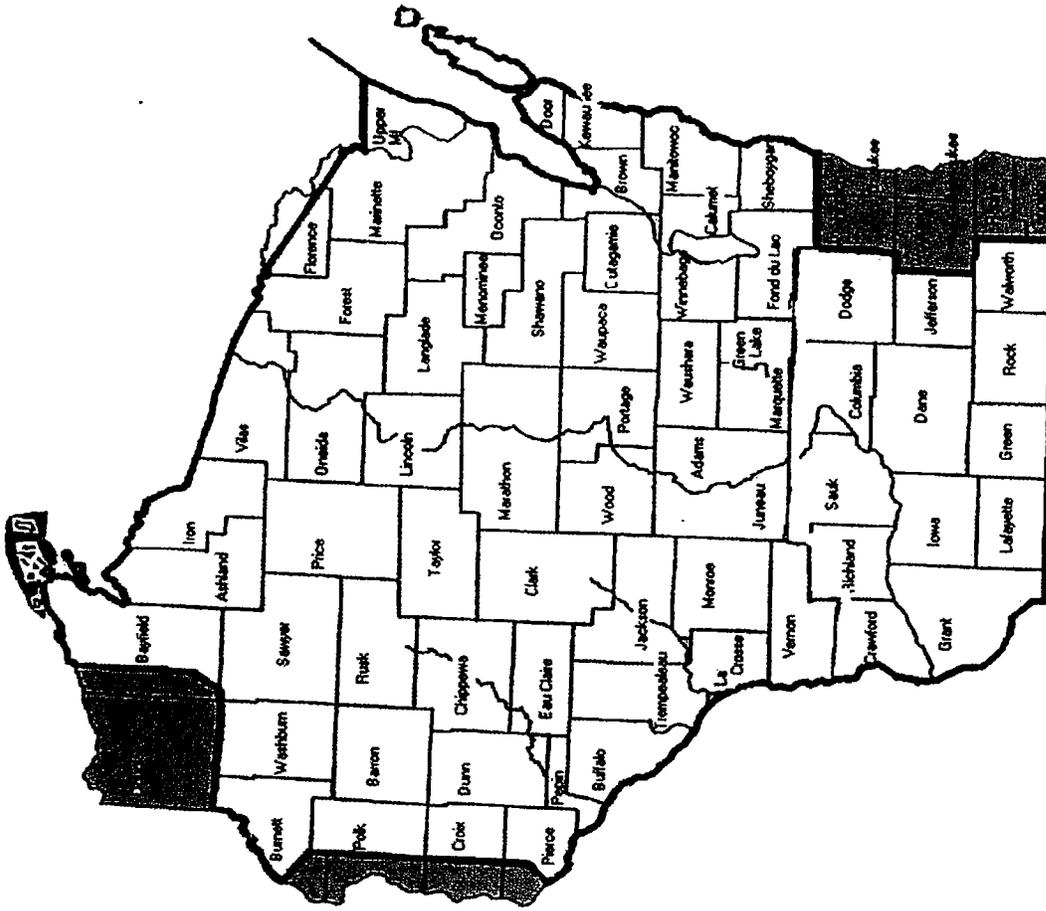
IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th day of May, 2002.

Northern Wisconsin Regional Council of Carpenters

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

Associated General Contractors of Wisconsin, Inc.

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



JURISDICTION

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

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

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

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

- 1) The jurisdictional area of Upper Michigan shall include that part of Wisconsin of Northern Florence and Marinette Counties north of a straight line from the Wisconsin / Michigan border where highways W 139 and M 189 cross the Brule River to a point straight in line with Nathan, Michigan in Menominee County stopping at the point crossing the Menominee River.
- 2) The jurisdictional area of the Northern Wisconsin Regional Council of Carpenters shall include that part of Michigan of southern Menominee County south of County K at Amberg, Wisconsin starting on the west at the Menominee River and ending on the east at the bay of Green Bay.

3) The following western areas in Wisconsin will not be covered by this agreement: That area is west of a line starting at Highway 70 to Grantsburg, Wisconsin, then Highway 87 to the intersection of Highway 48, then Highway 48 to the intersection of Highway 35, then Highway 35 to the intersection of Highway 8, then U.S. Highway 8 to the intersection of Highway 65, then Highway 65 to River Falls, then Highway 29 to Prescott and across to Hastings, Minnesota.

4) Also excluded is: Douglas County and that portion of Bayfield County west of Highway 63, and west of a line drawn between Drummond and Herbst and the Lake Superior shore, including the cities of Drummond and Herbst.

EXHIBIT B

TRADE AUTONOMY

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

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

Carpenters and Joiners; Millwrights; Piledrivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timber Workers and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Mill and Factory Workers; Wood and Resilient Floor Layers, and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters and Car Builders, Show, Display and Exhibition Workers; and Lathers, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions and the handling, erecting and installing material on any of the above divisions or subdivisions,

burning, welding, and rigging and the use of any instrument or tool for layout work incidental to the trade, the erection and placement of all materials used in lathing procedures, and all work with and on robotics, included but not limited to, rigging, handling, installing, maintaining, programming, and use of all stationary and/or portable robots. When the term "carpenter(s)" or "carpenter(s) and joiner(s)" are used, it shall mean all the divisions and subdivisions of the trade.

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

EXHIBIT C

DRUG / ALCOHOL TESTING

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

This Substance Abuse Policy and Assistance Program has been adopted and implemented pursuant to the negotiations between the Associated General Contractors of Wisconsin, Inc., and the Northern Wisconsin Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America ("Union"). The term "Contractor" or "Company" when used herein refers to the construction industry Contractors who are members of the Associated General Contractors of Wisconsin, Inc. Should any dispute arise with respect to the application or implementation of this policy and program as to employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the 2002 - 2008 Commercial Carpenters' Labor Agreement ("Agreement").

I PURPOSES

- A. To establish and maintain a safe, healthy working environment for all employees;
- B. To ensure the reputation of the Contractors, their products and services and their employees within the community and industry at large;
- C. To reduce substance abuse-related accidental injuries to persons or property;
- D. To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;

- E. To provide rehabilitation assistance for qualified and eligible employees who seek help;
- F. To protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;
- G. To deter individuals from bringing, possessing, or using alcohol and drugs in connection with work;
- H. To clearly state the commitment of construction contractors and the Union to a workplace free from the effects of illegal drug use; and
- I. To comply with any law or regulation requiring such programs.

II POLICY

A. General Provisions

1. The Contractor prohibits the use, possession or distribution on its premises or work sites of the following: narcotics, illegal or unauthorized drugs (including marijuana). Employees must not report to work impaired by any drug, intoxicant, or narcotic. Legally prescribed drugs may be permitted on company premises or work sites provided the drugs are contained in the original prescription container and are prescribed by a medical practitioner for the current use of the person in possession of the drug.
2. The Contractor prohibits the use, possession, distribution of alcoholic beverages, or the presence of personnel impaired by such beverages on its premises or work site. The only exception to this policy is the possession of unopened and sealed alcoholic beverages, which are permitted, in personal vehicles and on Company property.
3. The Contractor reserves the right to have authorized personnel conduct any additional substance testing mandated by law.
4. At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing or distributing any illegal substance as described in item one (1) of this Section, will be reported to the civil authorities.
5. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five (5) days of such conviction.

6. Where a contracting agent requires testing of Contractor employees other than as is provided for in this policy, the project owner, the Union, and the Contractor shall meet to find a mutually satisfactory solution for the particular project.

7. No employee will be required to release information about the use of prescribed medication to the Employer in advance of, or in concurrence with, taking a drug test. This shall not preclude a Medical Review Officer from requesting such information from an employee in the course of verifying the employee's positive drug test. The Employer may not use a urine specimen collected for drug screening purpose for any other purpose.

8. Legally prescribed drugs may be permitted on Company premises or worksites provided the drugs are contained in the original prescription container and are prescribed by a licensed physician for the current use of the person in possession of the drug. The Contractor retains the right to request a letter from the employee's physician explaining the effects any prescribed drugs may have on the ability of the employee to perform assigned duties.

9. The term "employee" used herein shall be defined as: A person who was a former employee considered for hire at a later date; or a person who was never employed by the Employer and is being considered for employment.

10. The Employer will use collection and analysis procedures, which are consistent with the DWHS Mandatory Guidelines for Federal Workplace Drug Test Programs (June 9, 1996 or as amended). This also includes the use of DWHS certified testing laboratories for analysis and the use of a Medical Review Officer to verify confirmed positive test results.

B. Pre-Employment Screening

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

C. Post-Employment Screening

1. (a) Any employee that reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by the use of drugs as defined in this Section, will be subject to

discipline up to and including suspension and be required to undergo a drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is impaired by a controlled substance, (slurred speech, inappropriate behavior, decreased motor skills, etc).

(b) A Contractor may also require testing where an employee caused a work-related accident or where an employee was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident which resulted in a significant recordable injury as defined by OSHA regulations or significant damage to property and for which the cause of the accident is not readily explainable.

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

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

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

(b) The Employer and the Union will select by mutual agreement a reputable laboratory to perform actual testing. The testing agency must be certified by the State or Federal government health authorities as a medical laboratory and must meet the

regional requirements for forensic standards; testing must be performed by a certified toxicologist on equipment exclusively dedicated to testing. An unbroken chain of custody of the specimen from the time it is taken from the employee up through the time the laboratory tests the specimen shall be preserved; tamper-proof, sample-handling methods must be observed; and the laboratory must follow the test manufacturer's instructions in both administration of the test and the reporting of results as "positive" or "negative".

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

(d) Testing for blood-alcohol content will be by blood analysis or breathalyzer. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Wisconsin State Motor Vehicle regulation.

4. In the event the test indicates a negative result, the employee shall be immediately reinstated and paid any wages and benefits that would have been paid had his work hours not been interrupted by the test. This is considered full reinstatement.

5. In the event of a positive confirmatory test for a controlled substance or a positive-test for blood-alcohol content, the employee will be referred to participate in the Employee Assistance Program of the Wisconsin Carpenters' Health Fund. Strict adherence to the guidelines and recommendations medically recommended from that program will, for a first violation, avoid severe discipline or termination except where the employee was impaired at the time he was involved in an accident involving a serious injury, or substantial

damage to property, or where the employee was involved in theft and conviction of property from the Contractor or a Contractor's customer.

6. If an employee who tested positive for substance abuse enters any required recommended aftercare program, a negative test within thirty (30) days will make the employee eligible for immediate reinstatement provided the Employer has work available and the employee continues and successfully completes the required or recommended aftercare program.

7. If an employee refuses to be tested for substance abuse, he will remain on the suspension for a maximum of thirty (30) days. A negative test in this thirty (30) days will make the employee eligible for reinstatement providing he or she continues and successfully completes any required or recommended aftercare program. Continued refusal to submit to drug screening after the thirty (30) day period, if recommended by an E.A.P. counselor, will subject the employee to severe disciplinary action up to and including termination.

III COUNSELING OR TREATMENT

A. Associated General Contractors of Wisconsin, Inc. and the Union shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers, and/or medical assistance centers.

B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultation and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms, and requirements as the Trustees of said Fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.

C. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph IV "Rehabilitation".

D. Prior to the test, the applicant or employee must be given an opportunity to sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits I and II to this policy. The drug test will consist of a urinalysis drug screen and, if a drug screen is positive, a follow-up

confirmatory test as per Post-Employment Test item 3. These tests shall be at the Contractor's expense.

E. The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties; therefore, to protect the employee's rights any test results shall be disclosed only to the employer, employee, authorized union agent, or the testing lab.

F. Within three (3) working days of notification by certified letter or hand delivered with receipt of a positive test result, an employee may request that the laboratory re-test the original sample at his expense. If the re-test is negative, the Contractor shall reimburse the employee for the cost of the re-test.

IV REHABILITATION

Any employee who feels that he or she has developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance. Requests for assistance will be handled in strict confidence through the E.A.P.

V MISCELLANEOUS PROVISIONS

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

VI CONCLUSION

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

SUBSTANCE ABUSE EXHIBIT I

CONSENT TO BREATH AND / OR BLOOD TEST

I hereby voluntarily consent to a breath test or to a blood test, including the drawing of my blood, pursuant to the Substance Abuse Testing and Assistance Program (SATAP). I acknowledge that I have been given notice of SATAP and that I understand the program.

DATE

SIGNED

SUBSTANCE ABUSE EXHIBIT II

CONSENT TO URINALYSIS

I hereby voluntarily consent to give a sample of my urine for the purpose of urinalysis pursuant to the Substance Abuse Testing and Assistance Program (SATAP). I acknowledge that I have been given notice of SATAP and that I understand the program.

DATE

SIGNED

EXHIBIT D

CONSTRUCTION LABOR MANAGEMENT COUNCILS

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

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

(j) To foster the development of craft skills and high quality training in the construction industry;

(k) To foster improvements in occupational safety and health and other working conditions in the construction industry; and

(l) To engage in any other lawful activities incidental or related to the accomplishment of these purposes.

Section 2.

(a) The Committee shall function in accordance with, and as provided in, the governing documents of the committee and subsequent amendments thereto.

(b) The Employer(s) party to this Collective Bargaining Agreement will contribute an amount mutually agreed on a monthly basis to the various Labor Management Councils when working within the designated geographic jurisdiction. The monies of each committee shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Unions or Employer(s) party to this Agreement, but shall be administered solely by the various committees and their duly authorized representative for the purposes permitted. Representatives of the Unions and Employer(s) party to this Agreement may serve on the various committees.

(1) The Employer(s) shall implement good management practices and cost effective modifications of its operations and the Union shall take the steps necessary to foster such changes in accordance with the general goals and concepts developed by the committee to increase competition in the industry.

(2) Each committee shall have the authority to consider complaints filed under this section by construction user and/or by signatory Unions or Employers and make finds in compliance with this Agreement.

EXHIBIT E

CARPENTER WORK RECOGNITION AND JURISDICTIONAL CLAIMS SCOPE OF WORK

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

- A. The framing, erecting and prefabrication of roofs, roof trusses, partitions, floors, and other parts of buildings of wood or other substitutes. The building and setting of all concrete forms and decking, and the dismantling of same when they are to be reused anywhere. If made of wood, the cutting and hanging of all framework for roofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by the carpenters. The setting of wood templates for anchor bolts for structural members and for machinery and the placing, leveling, and bracing of those bolts. If made of wood, the setting of all bulkheads, fabricating of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member.
- B. The handling of materials from the point of distributive stockpile. The handling of all fixtures from the delivery truck.
- C. The building and moving of all scaffolding, runways and staying where carpenters' tools are used, the building from the ground up of all scaffolds over fourteen feet (14') in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood.
- D. Any tarps or plastic material used for the construction of temporary windbreak and weather protection, but not including coverings for concrete slabs and building materials is the work of the carpenter.
- E. The cutting or framing of openings for pipes, conduits, ducts, etc. where they pass through floors, partitions, walls, roofs, or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts, backing and sleeves for pipes, ducts, and fixtures, etc. where carpenters' tools and knowledge are required. The welding of studs and other fastenings to receive material being applied by the carpenters, if these are not contrary to International Agreements.

- F. The installation of all interior and exterior trim or finish of wood, plastic, doors, transoms, thresholds, and windows. The setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used. The installation of all wood, metal or other substitutes of castings, moldings, chair rails, wainscoting, china closets, base or mop boards, wardrobes, metal partitions as per national decisions or specific agreements, etc. The complete laying out, fabrication and forming of concrete stairs, and erecting of wood stairs. The installation of all fixtures, cabinets, shelving, racks, louvers, miscellaneous accessories made of wood. The application of all hardware in connection with our work. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands, and other buildings. If the contractor manufactures or fabricates the installation of all screens, storm sashes, storm doors and garage doors, the installation of all weather stripping, inside and outside blinds, the installation of wood, plastic or metal awnings, wooden door shelters, jalousies, optical tooling and plastic welding.
- G. The installation of all material used in drywall construction such as plasterboard, and other composition boards. The application of all materials, which serve as a base for acoustic tile, except plaster. All acoustical applications as per national decisions or local agreements.
- H. The building of all barricades and enclosures including, but not limited to, containment units.
- I. The installation of rock wool, cork and other insulation material used for sound or weatherproofing. The removal of caulking and replacing of staff bead and brick mold and all Oakum caulking, substitutes, etc. and all other caulking in connection with carpenter work.
- J. The installation of chalk boards as per national decisions and local agreements.
- K. The intermittent operation of all winches and forklifts used to raise wooden structures, not to exceed four (4) hours per day.
- L. The erection of vertical and horizontal siding.
- M. The installation, erection, construction and completion of the following work shall be contracted for by the Employer and shall be assigned to and performed by journeyman carpenters and apprentices:

All carrying bars, wooden purlins and furring regardless of size, light iron and metal furring of all description, such as rods, channels, flat iron, Naillock, Screwlock, Pomeroy, T. Bar, H. Bar, Z. Bar, metal splines; all light iron and metal studs such as Stran Steel, Penn Metal, Tucson and all other types of light iron and metal studs and all other light iron furring erected to receive lath and plaster or acoustical materials.

N. The nailing, tying and fastening of all wire and metal lath such as wire cloth, wire mesh, expanded metal lath, hybrid lath and rib and flat expanding metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings on any of the above types of light iron and metal furring which receives lath and plaster or acoustical materials; the placing of all types of floor lath such as hybrid, paperback steelflex floor lath, Penn metal rib and all other appurtenances connected therewith.

O. The tying, nailing, clipping or fastening of all types of lath regardless of size such as wood lath, plaster board, button board, flaxlithium board, bishopric celotex, gypsum lath, rocklath, sheetrock, or any and all types of materials erected to receive or hold plaster or acoustical material.

P. The erection of any and all mechanical acoustical systems such as Cuppies, Economy, Fiberglas, Lock Products, National Rollingmills, Chicago Metallic, Armstrong, Jackson, Reynolds Aluminum Securities, Interlock Grid or any other type or kind which takes the place of same to which acoustical material is attached or adhered and to include all metal insulated panels.

Q. The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base, base screed and any and all other metal plastering accessories which are covered and/or serve as a ground, guard or screed for plaster material.

R. The work of the fabrication of all materials on a job shall be assigned to journeyman carpenters and apprentices.

S. Carpenters shall use or operate any tools or equipment of the trade necessary to perform the above stated work.

EXHIBIT E

FLOOR COVERER WORK RECOGNITION AND JURISDICTIONAL CLAIMS SCOPE OF WORK

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

EXHIBIT E

MILLWRIGHT WORK RECOGNITION AND 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, filling all gears on the job, erecting all concrete mixers and temporary appliances used in the construction of buildings. All direct and connected washing and bottle machines, machinery of any power, installing machinery in all classes of plants, factories and mills, where shafting and machinery are used, manufacturing and transmitting power, all coal handling machinery and drives, crushers, convoys, drags whether the frames be steel or wood with all necessary framing and drilling, making all wood boxes and guides. All patented stokers and automatic heating devices, ash handling machinery, either elevating or conveying. All staging needed in the erection of machinery, cutting and patching of floors, walls and partitions necessary for the erection of machinery spouting or belts, and all other work for which Millwright Erectors' tools are used. Finally, all work pertaining to machinery used for manufacturing purposes, which in the evolution of time and this craft will come under this jurisdictional claim. The provisions of this Section shall not prevent the Union from making claims for other work.

EXHIBIT E

PILEDRIWER WORK RECOGNITION AND JURISDICTION CLAIM SCOPE OF WORK

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

MEMORANDUM OF AGREEMENT

This Master Carpenters Building Agreement made and entered into by and between United Kiser, its successors and assign,

(Name of Contractor)

hereinafter referred to as the "Contractor", First Party, and the Northern Wisconsin Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the "Union", Second Party.

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

1. The Contractor recognizes the Union as the sole and exclusive bargaining representative for and on behalf of the employees of the Contractor within the territorial and occupational jurisdiction of the Union, as specified in this Agreement. The term "employees", as used in the Contract included all persons who perform the work of carpenters as journeypersons, apprentices, pre-apprentices and others who are in the process of learning the work of a carpenter.
2. The Union has claimed and the Employer is satisfied and acknowledges that the Union represents a majority of the Employer's employees in the bargaining unit covered by this Labor Agreement. The Employer hereby recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees who perform work within such collective bargaining unit for all present and future jobsites within the geographical jurisdiction covered by this Agreement.
3. The parties hereby adopt the Master Agreement dated May 26, 2002 to May 31, 2008 entered into by and between the Associated General Contractors of Wisconsin, Inc., and the Union, and the parties do hereby mutually agree to be bound by the terms and conditions of that Master Agreement and the Agreement and Declarations of Trusts of all Funds listed in the Master Agreement.
4. This Agreement and the adoption of the Master Agreement and the Agreements and Declarations of Trusts referred to in Paragraph 3 above, shall be effective as of Jan. 1, 2006 and remain in effect to and including the expiration date of the Master Agreement adopted herein. This Memorandum of Agreement shall continue in effect thereafter and the parties agree to adopt any Master Agreement entered into between the Union, and the Associated General Contractors of Wisconsin, Inc., its successors and assigns, subsequent to

the expiration date of the Master Agreement herein adopted unless notice of termination or amendment is given in the manner provided herein.

5. In the event of an area strike over negotiations of the Master Agreement, it will not be considered a violation of this Agreement for the Contractor to stop work or for the Union to stop the work for the duration of the strike.
6. Either party desiring to amend or terminate this Memorandum of Agreement must notify the other party in writing at least ninety (90) days prior to the expiration of the Master Agreement adopted herein.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this 1st day of January, 2006

NORTHERN WISCONSIN
REGIONAL COUNCIL OF CARPENTERS
Regional Council Name

BY Gregory D. Klein
Signature of Business Representative

Gregory D. Klein
PRINT Name of Business Representative

N2216 Bodde Rd
Address of Union

Kaukauna WI 54130
City / State / Zip Code

920-996-2300
Telephone Number

920-996-2307
Fax Number

Worker's Compensation Number

Unemployment Compensation Number

Bonding Company Bonding Number

Federal Employer ID Number (FEIN) 20-164127

Master Agreement 2002 - 2008

Northern Wisconsin Regional Council of Carpenters
of the United Brotherhood of Carpenters & Joiners of America
And

Associated General Contractors of Wisconsin, Inc.

VOLUNTARY RECOGNITION AGREEMENT

This Agreement for voluntary recognition is made and entered into this 1st day of

January, 2006, by and between

United Kiser
(hereinafter referred to as the "Employer") and the Northern Wisconsin Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (herein referred to as the "Union").

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

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

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

N2216 Bodde Rd
Address of Union

Kaukauna WI 54130
City / State / Zip Code

BY Gregory D. Klein
Signature of Business Representative

Gregory D. Klein
PRINT Name of Business Representative

Business Agent
Title

UNITED KISER SERVICES
Print Name of Contractor

1001 STEPHENSON, STREET
Address of Contractor

NORWAY, MI 49870
City / State / Zip Code

BY William D. Harris
Signature of Contractor Representative

WILLIAM D. HARRIS
PRINT Name of Contractor Representative

OWNER
Title

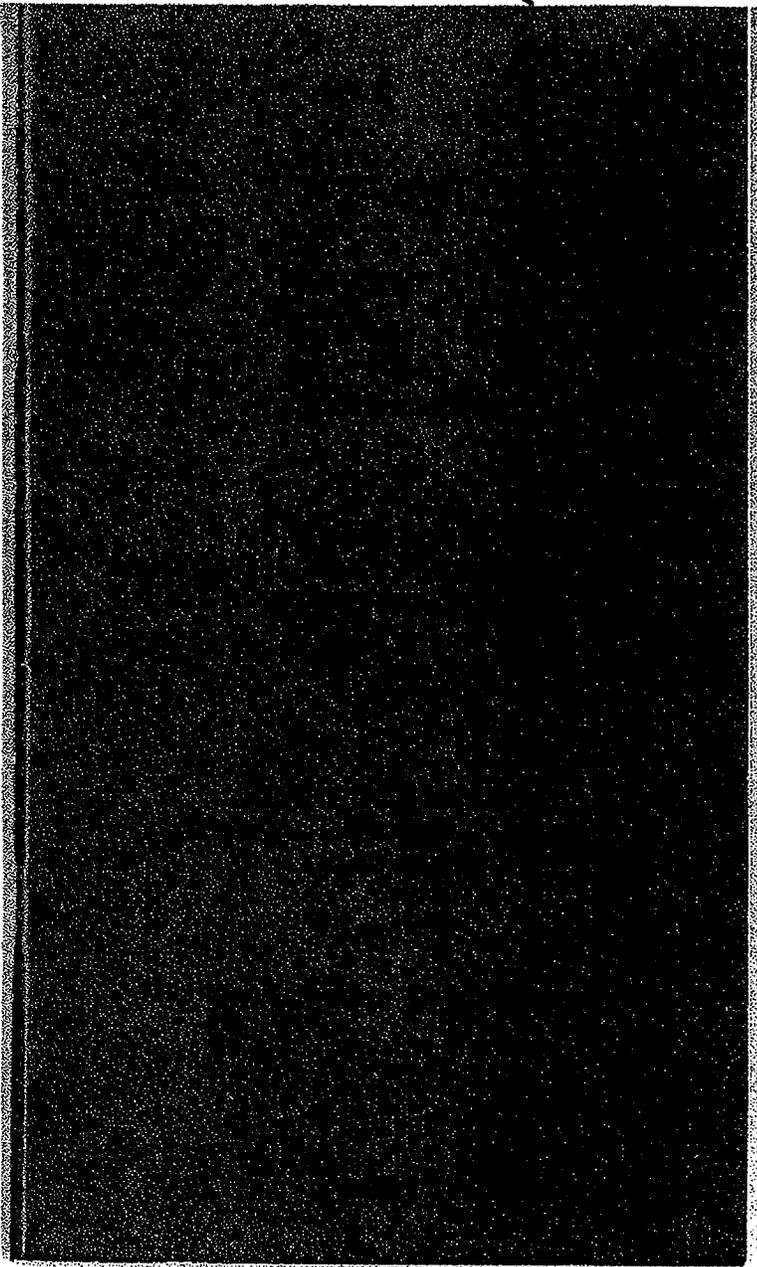


EXHIBIT
D

tabbles

INDEX

Article	Page
	Agreement..... 1
Article I	Geographical Jurisdiction 2
	Work Jurisdiction..... 2
Article II	Intent and Purpose 4
Article III	Employment & Union Security... 5
Article IV	Equal Employment Opportunity. 10
Article V	Sub-Contracting 10
Article VI	Hours 10
Section 1.	Regular Day..... 10
Section 2.	Overtime and Holidays 12
Section 3.	Shift Work..... 13
Section 4.	4-10's Work Week..... 14
Section 5.	Reporting Time..... 15
Article VII	Wages and Fringe Benefits..... 16
Section 1.	Industrial Construction—
	Wage Rate A..... 16
	Waterfront Work..... 20
Section 2.	General & Commercial
	Construction—Wage Rate B 21
	Waterfront Work..... 24
Section 3.	Foreman 25
Section 4.	Construction Specialist..... 25
Section 5.	Fringe Benefits 26
A.	Health Care Fund..... 29
B.	Pension Fund..... 29
C.	Vacation Fund 29
D.	Apprenticeship Training Fund 30
E.	Labor/Management Trust Fund..... 30
F.	UP Construction Council 31
Section 6.	Construction Industry
	Advancement Fund 31
Section 7.	Fringe Benefit Security 32
Section 8.	Violation of Payments..... 34
Section 9.	Non Compliance..... 34
Article VIII	Payday..... 34

Article IX	Compensation Insurance	35
Article X	Steward	36
Article XI	Business Representative.....	36
Article XII	Working Conditions	36
Article XII	Market Recovery	38
Article XII	Drug & Alcohol Testing Program.....	39
Article XIII	Safety	39
Article XIV	Jurisdictional Procedure	40
Article XV	Grievance Procedure.....	41
Article XVI	Invalidity	43
	Supplemental Residential.....	44
	Residential Wages	45
Article XVII	Termination	46
	Signature Page.....	47
Article XVIII	Davis-Bacon Survey	48
	Wisconsin Addendum	49
	Non-Member Signature Page....	50

AGREEMENT

This Agreement entered into by and between the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division, hereinafter referred to as the Association for and on behalf of its members and other non-member Employers who may become signatory hereinafter referred to as "Employer" or "Employers" and Local Union #1329 of the Laborers' International Union of North America, Iron Mountain, Michigan, hereinafter referred to as the "Union."

The terms of this Agreement shall continue in full force and effect from May 1, 2005 through April 30, 2010.

It is understood the Association is acting only as an agent in the negotiation of this Agreement and that it is agent only for those individuals, partnerships, and corporations who have authorized it so to act, and in no event shall it be bound in principle or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting, or by any employee of such Employers.

It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

**ARTICLE I
GEOGRAPHICAL JURISDICTION**

The geographical jurisdiction of this Agreement includes all counties in the Upper Peninsula of the State of Michigan and the county of Florence, Wisconsin and the cities of Niagara and Marinette, Wisconsin.

WORK JURISDICTION

TENDERS - Cement Finisher Tender, Tending Masons, Plasterers, Carpenters and other building and construction crafts and mixing, handling and conveying all materials used by Masons, Plasterers, Carpenters and other building and construction crafts, whether done by hand or by any other process, drying of the plastering when done by salamander heat or cleaning and clearing of all debris.

SCAFFOLDING - Building of scaffolding and staging for Masons and Plasterers.

EXCAVATION AND FOUNDATIONS - Excavation for building and all other construction digging, lagging, sheeting, cribbing, bracing, and propping of foundations, holes, caissons, cofferdams, dams and dikes.

CONCRETE - Concrete for walls, foundations, floors or for any other construction, mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying concrete whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms

and false work building of centers for fireproofing purposes.

TRENCHES, MANHOLES, ETC. - Cutting of streets and ways for laying of conduits for all purposes, digging of trenches, manholes, etc., handling and conveying all materials for same, concreting of same, backfilling, grading and resurfacing of same and all other semi and unskilled labor connected therewith.

TUNNELS, SUBWAYS AND SEWERS - Construction of sewers shafts, tunnels, subways, caissons, cofferdams, dikes, dams aqueduct, culvert, flood controls and airports.

UNDERPINNING AND SHORING - Shoring, underpinning and raising of all structures.

DRILLING AND BLASTING - All work of drill running, jackhammers, blasting and busters on concrete floor and walls and all phases where operating a buster is required.

COMPRESSED AIR - All work in compressed air construction.

SIGNAL MEN - Signal men in all construction work defined herewith.

GENERAL LABORERS - All Laborers in material yards, asphalt plants, concrete plants and all Laborers' work of an unskilled and semi-skilled nature.

WRECKING - The wrecking of buildings and all structures.

ARTICLE II INTENT & PURPOSE

The parties hereto desire to stabilize employment in the construction industry and agree upon rates of wages, conditions and terms of employment.

The parties hereto are desirous of preventing strikes and lockouts and of facilitating peaceful adjustment of grievances and disputes between Employer and Employee.

The Union recognizes the Association as sole and exclusive Employer representation for its members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.

The Association recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, bonuses and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. The conditions of employment shall be improved wherever provisions for improvement are made elsewhere in this Agreement.

If the Union shall furnish employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms and/or conditions (including wage rates and overtime work) than those contained herein, the Union agrees that such more favorable terms and/or conditions shall automatically be extended to the Employers covered by this Agreement.

ARTICLE III EMPLOYMENT AND UNION SECURITY

- A. When new or additional employees are needed, the Employer shall notify the Union of the number and qualifications of employees required. It shall be the responsibility of the Union to furnish the necessary employees requested by the Employer without special inducement, bonus payments or offer of overtime in excess of the regular straight time week.
- B. The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based or in any way affected by any consideration with respect to race, religion, color, creed, national origin, age, sex, marital status, veterans status or in any way, affected by Union membership, by-laws, or rules, regulations, constitutional provisions or any other aspect of obligation of Union membership, policies or requirements. In the selection of applicants for referral to jobs, mutually agreeable standards established shall be on a non-

discriminatory basis and shall be operated on a non-discriminatory basis.

- C. The Employer retains the right to reject any job applicant referred by the Union.
- D. The parties to the Agreement post in places where notices to employee and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement, including the safeguards we deem essential to the legality of an exclusive hiring Agreement.
- E. If the Union cannot furnish the required number of employees within forty-eight (48) hours, the Employer may hire the required employees at its own discretion, said employees to be governed by Paragraph G of this Section.
- F. Members of Local Union #1329 who have worked for the Employer during the previous twenty-four (24) months may be recalled to work directly by the Employer. The Employer shall notify the Union of all employees so recalled.
- G. It is agreed that as a condition of employment all present and future employees covered by this Agreement shall, after completion of their seventh (7th) day of employment, and as a condition of continued employment, either become a member of the Union and pay dues and fees thereto, or shall pay an

amount equal to the Union's initiation fee and the regular monthly dues and assessments uniformly required of other employees in the bargaining unit or members of the Union. The continued employment by the Employer of employees covered by this Agreement shall be conditioned upon payment by such employees of the initiation fees and periodic dues as herein defined. The failure of any person to pay, or tender, the initiation fee and periodic dues shall obligate the Employer who employs such person, upon written notice from the Union to that effect and assurance by the Union that membership as herein defined was and is available to such person on the same terms available to other applicants for such membership, to forthwith discharge such person within (10) ten days of notification.

The Union further agrees that it will not require the Employers, or any Employer to take any action that violates the provisions of the Labor Relations Act of 1947, or the Labor Management Act of 1959, as the same now exists or may hereafter be amended. The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union.

- H. The Employer shall not be obligated hereunder to discharge or discriminate against any employee for nonmembership in the Union:

H1. If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or

H2. If he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

- I. The Employer agrees that when an employee desires to become a member of the Union, and the employee has signed a proper authorization card, it will withhold from the employees' wages and turn over to the Union the amount specified as initiation fees. Initiation fees may be paid in installments as agreed upon between the Union and the employee, and will be sent to the Union each week.
- J. No employee of the Employer, covered by this Agreement, shall be required to cross any lawful primary picket line.
- K. An Employer has the right to request employees by name, in which event registrants may be referred to employment without regard to their position on the out-of-work list. An Employer may specify the qualifications, including geographic area of residence,

required of employees, in which event unqualified registrants may be passed over, selection being made from among qualified registrants, only. If an Employer requests a minority or female applicant for referral to comply with EEO requirements, the Employer must make the request in writing, stating the specific communication from the agency establishing the EEO requirements. All other requests for employees by name, or by qualifications, must be tendered to the Union in writing.

- L. The Union warrants that it will fully comply with all the provisions of this Article, including, but not limited to, the non-discrimination provisions therein and to that end the Union shall indemnify and save the Employer and/or Association harmless against any and all claims, charges, demands, suits or other forms of liability arising out of or by reason of the operation of the hiring hall and any action taken or not taken by the Union under this Article. Said hold harmless shall include reimbursement of all costs and expenses including attorneys fees and all liabilities incurred by or suffered by any Employer and/or Association in responding to or as a result of any claim, charge, demand or suit filed under or related to the operation of the hiring hall and this Article which was caused by the Union. The Employer shall be entitled to rely on any list or notice or other information and documentation furnished by the Union.

**ARTICLE IV
EQUAL EMPLOYMENT OPPORTUNITY**

There shall be no discrimination against or preference for any employee or applicants for employment on the basis of race, color, age, creed or national origin.

Masculine personal pronouns in this Agreement are used solely as a grammatical convenience and shall include the feminine gender, unless the context indicates otherwise. Similarly, the singular personal pronoun shall include personal pronoun shall include the plural where appropriate.

**ARTICLE V
SUB-CONTRACTING**

When subcontracting any work covered by this Agreement, the Employer agrees to make an honest attempt to sublet said work to firms abiding by the terms and conditions of this Agreement. When situations arise where the low bidder is not signatory in this Agreement, the Union, Employer and Subcontractor shall meet and attempt to work toward a solution of having the work in question done by a member of the Bargaining Unit.

**ARTICLE VI
HOURS**

Section 1. Regular Day. The regular working day shall consist of eight (8) hours between 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m., but the employees will not be requested to start work

after 8:00 a.m., and the employees will commence work at the time decided upon by the majority of the crafts on the project—the Employer designating one starting hour, and five (5) days shall be recognized as a week, Monday to Friday inclusive.

Saturday shall be considered a voluntary make-up day for lost time Monday through Friday if the make-up day is utilized. A full eight (8) hour work day shall be worked on Saturday with all hours in excess of forty (40) hours being paid at the rate of time and one-half (1 ½).

Holidays, which are observed during the Monday through Friday work week and lost time due to inclement weather shall be the only time considered as lost time in determining if a voluntary Saturday make-up day shall be worked.

One-half (½) hour shall be allowed for lunch on all shifts. No Laborers shall work longer than 5 (five) consecutive hours without a thirty (30) minute lunch break. In the event he is not afforded a thirty (30) minute lunch break, he shall be allowed adequate time to eat and be paid one-half (½) hour at the established premium rate.

When employees are required to work beyond the 10th hour, they will be given an unpaid period not to exceed thirty (30) minutes to eat. In the event the Employer does not furnish the meal, the employee will be reimbursed \$5.00.

An unorganized mid-morning coffee break not to exceed ten (10) minutes shall be granted all employees covered by the Agreement at or near

their work stations. The exact time of the coffee break to be designated by the Employer.

If an Employer transfers men from one job to another during working hours, they shall be paid for the time spent in traveling between jobs; and they shall not be required to go from one job to another during their lunch period without pay.

Section 2. Overtime and Holidays. All work performed on Saturdays, except for make-up days during the regular working hours, shall be paid at time and one-half (1½) the established rate of pay. Any work performed before the scheduled starting time shall be paid at double (2) times the established rate of pay. All work performed after eight (8) hours of regular work shall be paid at double (2) times the established rate of pay.

All work performed on Sunday and legal holidays shall be paid at double (2) times the established rate of pay. Legal holidays recognized are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Any two (2) hours of work performed before or after the regularly scheduled working hours, Monday through Friday, shall be paid at time and one-half (1½). All work performed after the tenth hour shall be paid at double times the established rate of pay.

Any employees working through their lunch time will be paid at time and one-half (1½) times the established rate of pay.

Section 3. (a) Shift Work. Shifts shall be defined

12

as first, second, and third shifts. The first shift shall be worked between 7:00 a.m. and 5:00 p.m. The second shift shall start at the close of the first shift and shall be seven and one-half (7 ½) hours in length for eight (8) hours' pay, including fringe benefits and the third shift which begins upon completion of the second shift shall work for seven (7) hours for eight (8) hours' pay, including fringe benefits. There shall be no split shift. No man shall work more than one shift in twenty-four (24) hours. When shift work is being performed, the work week shall start at 8:00 a.m. Monday and end at 8:00 a.m. Saturday.

Work performed on a two (2) shift basis, ten (10) hour shifts, the first shift shall work ten (10) hours, have one-half (½) hour for lunch and be paid for ten (10) hours. On the second shift, the employee shall work nine and one-half (9 ½) hours, have one-half (½) hour for lunch and be paid for ten (10) hours. Work performed on a twelve (12) hour basis, the first shift shall work twelve and one-half (12 ½) hours, including one-half (½) hour for lunch and will be paid for twelve (12) hours. On the second shift, the employee shall work eleven and one-half (11 ½) hours, including one-half (½) hour for lunch and will be paid for twelve (12) hours.

(b) Special Shifts. When required by the Owner and for reasons beyond the control of the Employer, it is impractical to work a crew under certain conditions during daytime hours, the Employer may be permitted to work such hours as necessary provided that the Local Business Agent is provided written notice, if possible, twenty-four (24) hours in advance.

13

Section 4. "4-10's" Work Week. A "4-10's" work week, Monday through Thursday, may be worked under the following terms and conditions, unless prohibited by common Construction Agreement (Project Agreement) or prohibited by Federal or State Laws.

The Employer and Union may agree to a "4-10's" work week. It being understood that prior to the implementation of a "4-10's" work week, the Union and Employer shall review the circumstances involved on the construction project to determine if a "4-10's" work week is practical and feasible. A "4-10's" work week shall only be implemented with a full work week commencing on Monday. When shift work, scheduled or unscheduled overtime is required or occurs during a scheduled "4-10's" work week, the shift work or overtime provisions of this Agreement shall apply and the "4-10's" work week shall be discontinued until such required shift work or overtime is completed.

Except for one (1) hour prior to a scheduled four-ten hour shift or one (1) hour following completion of a scheduled four-ten hour shift (which shall be paid at time and one half (1½) rate) all work performed after eleven (11) hours shall be paid at the double time rate. The starting time shall be established by mutual consent of the Employer and Union. A mid-morning and mid-afternoon unorganized coffee break at or near the work station shall be afforded all employees working under terms of this Article.

Friday shall be considered a voluntary make-up day for lost time Monday through Thursday. If the make-up day is utilized, a full ten (10) hour

workday must be scheduled with all hours in excess of forty (40) hours to be paid at the rate of time and one-half (1½).

Holidays, which are observed during the Monday through Thursday work week, and lost time due to inclement weather, shall be the only time considered as lost time in determining if a voluntary Friday make-up day shall be worked.

Section 5. Reporting Time. When a stated number of men appear on a job at the time ordered by the Employer, they shall either be put to work or each man shall be given two (2) hours pay, unless inclement weather conditions beyond the control of the Employer prevent the men from working. However, it shall be mutually agreed by a representative of the Union and a representative of the Employer what constitutes inclement weather.

If an employee is requested to remain on the job site for inclement weather conditions to abate, he shall be paid his regular rate for all waiting time.

If an employee is asked to report to any given location for work, and is unable to be productive for lack of tools, supervision or instructions, he shall be paid his regular rate for all waiting time.

No member shall work on the job unless he is to be paid the regular rate of wages.

**ARTICLE VII
WAGES AND FRINGE BENEFITS**

Section 1. The rate of wages to be paid Laborers and other classifications under the jurisdiction of the Construction and General Laborers' Union Local #1329, AFL-CIO, shall become effective as provided herein.

All work performed in the city of Marinette, Wisconsin, wage rates of Local #330 will prevail. Refer to Addendum on Page 49.

WAGE RATES & SCOPE OF WORK

**WAGE RATE A
INDUSTRIAL CONSTRUCTION**

The scope of work covered by the terms of this Agreement shall include all Industrial Manufacturing and Processing Plants such as Ore Plants, Paper Mills, Power Houses, Foundries, Saw Mills, Wood Processing Plants, or other Industrial Complexes or sites where uniform construction agreements (Project Agreements) are utilized or where Maintenance Agreements are used to perform Industrial Maintenance work.

CLASS A: Includes all Construction Laborers on Building and Heavy Construction Work, Storm and Sanitary Sewers on all construction sites and streets which are not included in the Highway Agreement, Tool Crib Attendant, Civil Engineer Helper, Rodman, Oxi-gun Operator, and men using Propane or Acetylene Cutting Torch, Motor Driven Buggies, Chipping Hammers, Tamping

Machines, Green Cutting (whether run by air, electric or gas), Sand Blasters, Mason Tenders, Mortar Mixers, Material Mixers (whether done by hand or done by machine), Vibrator Operator, Concrete Mixer, Laborers with Concrete Crew, Mixer to Pour, including pour time from trucks. This classification does not include Foremen and others falling within specified classifications.

*Base Rate	\$20.36
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	.17
Gross Rate	\$28.83
CIAP	.11
TOTAL	\$28.94

*Taxable Income subject to Federal Withholding & FICA.

CLASS B. Cement Gun Nozzleman, Blasters, Miners, Drillers, Buster Operators, Layers of all Non-Metallic Pipe (when two Laborers are required to operate one drill or buster at the same, time, both Laborers will be paid the rate of that classification).

*Base Rate	\$20.76
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$29.23
CIAP	<u>.11</u>
TOTAL	\$29.34

CLASS C. Caisson Worker and Airtrack.

*Base Rate	\$21.11
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$29.58
CIAP	<u>.11</u>
TOTAL	\$29.69

*Taxable Income subject to Federal Withholding & FICA.

CLASS D. Watchmen, Fire Watch and Hole Watch.

*Base Rate	\$16.95
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$25.42
CIAP	<u>.11</u>
TOTAL	\$25.53

CLASS E. Digester, Tanks & Kilns.

*Base Rate	\$22.41
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$30.88
CIAP	<u>.11</u>
TOTAL	\$30.99

*Taxable Income subject to Federal Withholding & FICA.

Effective the first full pay period on or after May 1, 2006, there will be a total package increase of \$1.05 per hour—breakdown to be determined by the Union; the CIAP contribution rate will increase to \$.12/hour.

CLASS B. Cement Gun Nozzleman, Blasters, Miners, Drillers, Buster Operators, Layers of all Non-Metallic Pipe (when two Laborers are required to operate one drill or buster at the same, time, both Laborers will be paid the rate of that classification).

*Base Rate	\$19.30
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$27.77
CIAP	<u>.11</u>
TOTAL	\$27.88

CLASS C. Caisson Worker and Airtrack.

*Base Rate	\$19.65
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$28.12
CIAP	<u>.11</u>
TOTAL	\$28.23

*Taxable Income subject to Federal Withholding & FICA.

CLASS D. Watchmen, Fire Watch and Hole Watch.

*Base Rate	\$16.95
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$25.42
CIAP	<u>.11</u>
TOTAL	\$25.53

CLASS E. Digester, Tanks & Kilns.

*Base Rate	\$20.95
*Vacation	(2.15)
Health Care	3.60
Pension	3.23
Annuity	1.00
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$29.42
CIAP	<u>.11</u>
TOTAL	\$29.53

*Taxable Income subject to Federal Withholding & FICA.

Effective the first full pay period on or after May 1, 2006, there will be a total package increase of \$1.00 per hour—breakdown to be determined by the Union; the CIAP contribution rate will increase to \$.12/hour.

Effective the first full pay period on or after May 1, 2007, there will be a total package increase of \$1.00 per hour—breakdown to be determined by the Union; the CIAP contribution rate will increase to \$.13/hour.

Effective the first full pay period on or after May 1, 2008, there will be a total package increase of \$1.05 per hour—breakdown to be determined by the Union.

Effective the first full pay period on or after May 1, 2009, there will be a total package increase of \$1.05 per hour—breakdown to be determined by the Union.

Waterfront work (working over water on the Great Lakes or connecting waters navigable to lake carriers): \$.75 per hour additional premium.

Effective September 1, 2004, the Michigan Laborers' Statewide Apprenticeship Program was implemented. All registered Apprentices in Laborers' Local Union 1329 from May 1, 2005 forward will work in accordance with wage and training requirements.

<u>Rate*</u>	<u>Work Hours</u>	<u>Training Hours</u> <u>Cumulative</u>
75%	0 – 1,000	100 Plus
80%	1,001 – 2,000	100 Plus
85%	2,001 – 3,000	100 Plus
95%	3,001 – 4,000	100 Plus

*All percentages are calculated on the Base Rate, Wage Rate B, Class A. All fringe benefits are paid at 100%.

Section 3. Foremen. The Employer shall have an optional right to hire his Foremen direct or through the Union; however, said Foreman or Foremen must comply with the conditions set forth in Article III, Section 1. On jobs requiring ten (10) Laborers under the work jurisdiction of the Union and not under the jurisdiction of a Craft Foreman, one (1) Laborer Foreman is mandatory and each additional ten (10) Laborers employed, one (1) Laborer Foreman is mandatory. In addition, where fifty (50) Laborers are not under a Craft Foreman, a General Laborer Foreman is mandatory and each fifty (50) Laborers employed thereafter another General Foreman is mandatory, etc.

Laborers shall not be required to abide by orders given by anyone other than the General Superintendent, General Foreman or Foreman to which Laborers are assigned.

Foremen shall be paid a rate of wages to be determined by the Employer, but said rate of wages shall not be less than one dollar and twenty-five (\$1.25) per hour more than the regular rate paid to the highest paid man supervised by said Foreman or Foremen. The General Laborer Foreman shall be paid not less than one dollar and twenty-five (\$1.25) more per hour than the Laborer Foreman under his jurisdiction. (When five (5) or more foremen are employed they will be paid \$2.00 per hour more.)

Section 4. Construction Specialist. In the event a building trades Union or Unions are unable or unwilling to supply workers to a targeted or market recovery job or project for whatever reason, the

employer may delegate Laborers to perform the work of other craft(s); however, said wages are to be negotiated between the Employer and Union. And all fringe benefits will concur with the Laborers' Collective Bargaining Agreement including the Training Fund, UPCC Fund and CIAP.

When the Laborer performs the work of another craft or the work in a higher wage class, he shall be paid for two (2) hours work at the higher rate for all time worked less than two (2) hours. If he has worked over two (2) hours at the higher wage rate, he shall be paid for four (4) hours. If he has worked over four (4) hours at the higher wage rate, he shall be paid the higher rate for the entire shift.

Section 5. Fringe Benefits. The following Trust Agreements, which establish the following Trust Funds, together with any later Agreements signed by the Trustees of the respective Funds, shall become a part of this Agreement by reference:

- 1) The Trust Agreement for the Michigan Laborers' Vacation Fund, dated October 1, 1968;
- 2) The Trust Agreement for the Michigan Laborers' Pension Fund, dated October 1, 1966;
- 3) The Trust Agreement for the Michigan Laborers' Training and Apprenticeship Fund, dated September 1, 1971;
- 4) The Trust Agreement for the Michigan Laborers' Health Care Fund, dated May 1, 1973.

5) The Trust Agreement for the Michigan Laborers' and Employers' Cooperation and Education Trust Fund dated June 1, 1994.

6) The Trust Agreement for the Upper Peninsula Construction Council dated July 5, 1984.

The Employer specifically agrees to be bound by the Trust Agreements establishing the above Trust Funds and any amendments, rules, regulations or other requirements relating to the Funds adopted by the Trustees of each respective Fund.

Contributions to the above-referenced Fringe Benefit Funds shall be paid by the 15th day of the month following the month the Employee worked. The Employer and the Union agree that the damages which result from the failure of the Employer to pay the fringe benefit contributions on time, or in correct amounts, are difficult to calculate with any certainty, and therefore, any Employer who fails to make timely payments to the various fringe benefit funds provided for in this Agreement, shall pay, as liquidated damages, in addition to the contribution amounts owed, the following amounts:

- 1) If contributions are paid after the due date, but before a delinquency of thirty (30) days, the Employer shall pay an additional five percent (5%) of the amount of contributions owed.
- 2) If contributions are paid after thirty (30) days of delinquency, but before sixty (60) days of delinquency, the Employer shall pay an additional ten percent (10%) of the amount of

contributions owed.

3) If contributions are paid after sixty (60) days of delinquency, in addition to the ten percent (10%) referred to in paragraph 2 herein, the Employer shall pay one percent (1%) of the amount of contributions owed for each month or part thereof of his delinquency beyond sixty (60) days.

The Employer also agrees that if, as a result of an audit ordered by the Trustees of one of the Fringe Benefit Funds, he is found to have been substantially inaccurate in reporting, or late in remitting contributions due, he may be charged the cost of conducting such audit at the discretion of the Trustees involved.

Finally, the Employer agrees that if, as a result of the Employer's failure to pay fringe benefit contributions and liquidated damages as required by this Agreement, the Fund Trustees institute legal proceedings, the Employers shall be responsible for all costs, including actual attorney fees, incurred by the Funds as a result of such litigation.

It is expressly understood that nothing contained in this Agreement shall deny the Trustees of any Fund the right to assess liquidated damages and pursue whatever legal remedies are available, including, but not limited to, both contractual and statutory state and federal remedies, to collect delinquent contributions and liquidated damages or otherwise enforce their rules, regulations and Trust Agreement provisions. The pursuit of such legal remedies by the Trustees shall not render

any other provisions of this Agreement inoperative.

A. Health Care Fund. The Employer agrees to pay into the Michigan Laborers' Health Care Fund. The amount of contribution shall be at the rate specified in Article VII on actual hours worked without regard to whether the employee was working on straight time or overtime and shall be paid on all employees working under this Agreement whether they are probationary, non-union members, temporary, seasonal or casual employees. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Health Care Fund to such depository as designated by said Trustees.

B. Pension Fund. The Employer agrees to pay into the Michigan Laborers' Pension Fund. All pension contributions shall be at the rate specified in Article VII on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be made on each and every employee whether they are probationary, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees.

C. Vacation Fund. (a) The Employer agrees to pay into the Michigan Laborers' Vacation Fund. All vacation contributions shall be deducted as stipulated in Article VII on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month or at regular intervals as may be determined by the

Trustees of the Michigan Laborers' Vacation Fund to such depository as may be designated by said Trustees.

(b) All vacation contributions shall constitute a part of and shall be included in the employee's base wage for the purpose of computing all payroll withholdings such as income taxes, social security and other authorized deductions.

D. Apprenticeship Training Fund. (a) The Employer agrees to pay into the Michigan Laborers' Training and Apprenticeship Fund. All training contributions shall be paid at the rate specified in Article VII on actual hours worked without regard to whether the employee was working on straight time or overtime. These contributions shall be made on each and every employee whether probationary, non-union, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees.

(b) It is agreed that the Training Fund adopted by the Trustees of the said Training Fund shall at all times conform with the requirements to treat contributions to the Training Fund as a deduction for income tax purposes.

E. Labor/Management Trust Fund (LECET). Labor/Management Trust Fund contributions shall be paid at the rate specified in Article VII on actual hours worked without regard to whether the employee was working straight time or overtime. These contributions shall be on each and every employee whether probationary, non-union member, temporary, seasonal or casual. These

contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' and Employers' Cooperation Trust Fund to such depository as designated by said Trustees.

F. Upper Peninsula Construction Council. UPCC contributions shall be paid at the at the rate specified in Article VII on actual hours worked without regard to whether the employee was working straight time or overtime. These contributions shall be on each and every employee whether probationary, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the UPCC Fund to such depository as designated by said Trustees.

Section 6. Construction Industry Advancement Fund (CIAP). The Employer agrees to pay into the Construction Industry Advancement Fund for each hour worked by all employees covered by this Agreement an amount specified in Article VII of this Agreement. Payment shall be made with such instructions and on such forms as are furnished by the Trustees. Delinquent contributions shall be subject to such penalties or assessments as the Trustees may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program Trust Fund shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any Employer or Employer Association in connection with any work stoppage or strike, nor shall it be used to support any anti-union activity.

The Trustees of said program shall comply with all present and future federal Laws governing the same.

The Unions shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way whatever with the Construction Industry Advancement Program.

Section 7. Fringe Benefit Security. Any Employer who does not have an established satisfactory record of payments into the Fringe Benefit Funds and any Employer who becomes delinquent in the monthly record of Health Care, Pension and/or Vacation payments as determined by the Fund Administrator shall be required to post a certified check payable to the Trustees to guarantee payment of said enumerated Fringe Benefit Funds that are due in accordance with the terms of this Agreement; said certified check to be deposited with the Fund Administrator until:

1. Completion of twelve (12) successive months of operation without delinquency; however, the requirement may be reinstated upon any subsequent delinquency.
2. Termination of this Agreement.
3. Completion of such Employer's project, upon the written clearance from the Fund Administrator's office that such Employer has satisfactorily made the necessary contribution payments as required by this Agreement.

32

When an Employer is required to make a Security Deposit, the amount shall be as follows:

On projects of 30 days duration or less - \$325 per employee.

On projects of over 30 days duration - \$650 per employee.

Maximum deposit \$6,000.

Upon receipt from the Fund Administrator's office of the monthly eligibility reports that such Employer is delinquent in contributions required as set forth in the Agreement, the Fund Administrator shall deduct the delinquency and appropriate penalties from the certified check security to apply on said delinquencies.

If, after payment of said delinquency, there is a balance remaining, said cash balance shall be left on deposit with the Fund Administrator and the Employer shall be required to give an additional certified check or cash to bring the security back to the original amount. Upon request of the Union, individual Employers will furnish proof of his compliance with the provisions of this Article.

In the event the Health Care Fund, Vacation and Holiday Fund or Laborers' Training and Apprenticeship Fund is discontinued during the term of this Agreement, the contribution to the discontinued fund shall be added to the wage rates, or paid into another fringe benefit fund, as notified by the Union.

Section 8. Violation of Payments. If the

33

Employer fails to make Fringe Benefit Contributions in accordance with this Agreement, the Union may take economic action against the Employer, provided it gives written or telegraphic notice of forty-eight (48) hours excluding Saturday, Sunday, or Holidays to said Employer and AGC/LRD before taking such action.

Section 9. Non Compliance. In order to assure compliance by all Employers in making the contributions required by this Article, the Union and the Association will request from the Administrator of the Trust Funds each month a list of Employers who are delinquent in making the required payments. This list will be made available to signatory Employers and to representatives of the Union as one of the ways to encourage compliance with the obligations of this Article.

ARTICLE VIII PAYDAY

It is hereby agreed that the wages shall be paid weekly in currency, or by check on the job during regular working hours. Each Employer shall specify the day of the week when Laborers shall receive their pay, and wages shall be paid on that day each week. He shall be paid in full when laid off or dismissed. If payroll is paid by mail, the postmark shall be no more than three (3) working days after the lay-off, otherwise a two (2) hour straight time payment must be paid to each employee affected, as a penalty. Employees leaving the job of their own volition shall receive their pay the next regular payday. Any employee having to wait beyond their regular quitting time for

his money, shall be paid for two (2) hours of waiting time at time and one-half (1 1/2) under the wage rate of the classification of work that he was assigned. (This provision is not applicable if paychecks are delayed due to factors beyond the Employer's control). The employee's paycheck stub or supplemental slip shall show the total hours worked, his gross pay, deductions for Federal and State income tax, deductions for FICA and the total amount of any other deductions. The employee's time will be kept by a person designated by the Employer (supervisor or time-keeper).

ARTICLE IX COMPENSATION INSURANCE

Employers shall provide protection as required under the provisions of the Workers' Compensation Law of the State of Michigan and Wisconsin. He shall also make contributions for his employees under the Michigan and Wisconsin Employment Security Act regardless of the number of workers employed by such Employer.

In the event that the Michigan State Legislature, during the term of this Agreement, passes a bill amending the Workers' Compensation Act, to the extent that it becomes permissible to collectively bargain language concerning workers' compensation, then the parties to this Agreement will attempt to mutually draft an addendum to this Agreement reflecting their intent insofar as workers' compensation is concerned in accordance with the parameters spelled out in any such amendment to the Act, within ninety days or more if needed after such act has been passed as

law.

ARTICLE X STEWARD

A general steward shall be appointed by the Business Agent. Said steward must remain on the job until completion unless removed for just cause; in such case, the Business Agent must be notified before removal.

It shall be mandatory that said steward be on the job whenever work is performed including all overtime.

Stewards shall be given reasonable amount of time to conduct Union business on the job; however, said steward shall first notify his foreman before leaving his job.

ARTICLE XI BUSINESS REPRESENTATIVE

Authorized Union Representatives shall at all times be permitted to visit the job site for the purpose of Union business provided, however, that they shall report their presence to the Employer or his immediate representative on the job site.

ARTICLE XII WORKING CONDITIONS

Section 1. Facilities.

All tools, rubber boots, hard hats, rain gear and such safety devices shall be furnished by the Employer. A suitable heated place wherein the

workmen may change their clothes and eat their lunch and sanitary toilet facilities kept clean by assigning a Laborer as required to take care of these facilities shall be provided by the Employer.

Section 2. Payment for Lost Time

Men injured while at work shall be paid for time lost in receiving medical attention on the day of the injury; this also applies to subsequent visits to the doctor during regular working hours. Transportation to and from the doctor will be furnished by the Employer.

Section 3. Equipment

There shall be no restriction of the use of machinery, tools or appliances provided the same are of standard size and are standard equipment. Use of new labor-saving devices and equipment shall become a matter of economic interest to the Union and the Employer.

Section 4. Fair Day's Work

There shall be no limitation as to the amount of work an employee shall perform during his working day. It is understood that workmen shall perform a fair and honest day's work at all times on the job.

Section 5. Picket Line

No member of the Union shall cross any legitimate picket line, when the legality is within the meaning of the National Labor Relations Act, as amended by Labor Management Act of 1947 as amended.

Section 6. Work Day

At the scheduled starting time, all employees will be at the place where they pick up tools or receive instructions from their foreman, or such other location designated by their Employer. They shall remain at their place of work under the supervision of their Employer until the scheduled quitting time. There shall be no practices that result in starting work late at the beginning of a shift or after lunch or in stopping work early at lunch time or prior to the scheduled quitting time. The parties are in accord that the intent of the Agreement is "a fair day's work for a fair day's pay", and the project should be operated and managed in such a manner to enable the Employers to maintain increased efficiency consistent with fair labor standards.

Section 7. Parking

Employers must at all time provide parking space for employees near the project. If employees are required to pay for parking, they shall be reimbursed by the Employer. Transportation will be provided from the parking area to the project whenever the parking area is more than ¼ mile from the project.

Market Recovery Program. It is recognized by the parties that certain types of work in the Union construction market have been eroded and threatened by non-union competition.

Where the mutual interests of the Employers and Union are served by modifying their terms and conditions (including wage rates) of this Agreement to enable Employers to compete more effectively in obtaining jobs and work for Laborers,

it is agreed that the parties may enter into Market Recovery on a particular project or on projects of a specific nature as defined by the parties.

The Market Recovery terms and conditions agreed to shall be reduced in writing and signed by both parties prior to implementation.

If the Union enters into Market Recovery with an Employer who is not a member of the Association, the Union shall provide a copy of the Market Recovery Addendum to the Association.

All of the portions of this Agreement which are not altered by the Market Recovery Addendum shall apply on Market Recovery work. Entering into Market Recovery shall not be a violation of the Equal Treatment provision of this Agreement so long as the provisions of this Section are met.

Drug & Alcohol Testing Program. The Employer may exercise any rights granted by law to initiate and operate a drug and alcohol screening program for all bargaining unit employees. Furthermore, the Employer agrees the Union is not responsible for ascertaining or monitoring the drug-free and/or alcohol-free status of any employee or applicant for employment.

ARTICLE XIII SAFETY

The Employer, the Union, and the employees covered by this contract shall comply with all rules and laws pertaining to safety and sanitation established by the Federal, State and Local

Governments. Safety devices provided by the Employers, shall not be removed by the workman, and where individual safety devices are furnished by the Employers to be worn by the employees, they shall be worn and the Union will cooperate with the Employers to see that these provisions are enforced.

The Employers shall provide proper first aid facilities for its employees with competent first aid personnel during all working hours, protective devices and other equipment necessary to properly protect employees from injury.

Michigan Laborers' Training Institute will accommodate all reasonable requests in providing training for employees working under this Agreement, who are required to have certification.

ARTICLE XIV JURISDICTIONAL PROCEDURE

The work to be performed under this Contract shall be within the jurisdiction of the Construction and Building Laborers, according to the decisions or agreements of record which may apply. In the event of a jurisdictional dispute, there shall be no stoppage of work, and the employees will continue to work on the basis of their original assignments, while an earnest effort is made to settle the dispute, first by joint local action of the Grievance Committee and the Employer or Employers, and second, in the event that the parties are unable to settle the dispute locally, it shall immediately upon request of either party be submitted to the International President of the Union involved or his designated Representatives and a Representative

40

of the Employer or Employers involved for settlement.

ARTICLE XV GRIEVANCE & ARBITRATION PROCEDURE

Section 1. In the event a dispute occurs due to a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof (excluding Article VII, Section 8, regarding delinquency), an earnest effort will be made to settle such dispute between the Employer and the Union. If the dispute cannot be resolved between the Employer and the Union, then the Labor Relations Director of the Associated General Contractors of America, Inc., Michigan Chapter, shall be notified of such difference of opinion or dispute. If the dispute cannot be resolved in seven (7) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter.

Section 2. The Joint Grievance Committee shall be composed of four (4) members; two (2) from the AGC/LRD and two (2) from the Union. Following appointment said Grievance Committee shall meet, elect a Chairperson and a Secretary (one (1) Union and one (1) Management), adopt rules of procedure which will bind the parties concerned, and proceed to consider any matters properly before it. The Joint Grievance Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation and/or violation of the Agreement or any section thereof. No Committee Member shall be directly involved in the dispute to be

41

resolved by said Committee.

Section 3. All complaints based on a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof shall be referred to the Joint Grievance Committee in writing, and said Committee shall meet within five (5) working days of receipt of said complaint to consider the same. If the Committee, within five (5) working days after such meeting, is unable to decide the matter before it, the Members of the Committee shall choose a fifth (5th) member. Should the Committee be unable to agree on the fifth (5th) member within two (2) days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) local arbitrators from which the Union and the Association shall alternately strike two (2) each with the remaining one (1) to become the fifth (5th) member. The decision of said Committee shall be determined by a majority of its members and shall be rendered within five (5) days after such a submission. Said decision shall be final and binding upon the parties. Any expense involved in the operation of the Committee shall be borne equally by the parties involved in the dispute.

Section 4. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing within twelve (12) calendar days after alleged violation was committed.

Section 5. Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party that will halt or interrupt

the orderly conduct of the Employer's business.

Section 6. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of the Employer to pay the wage rates, overtime, Health Care, Pension, Industry Advancement Fund, Laborers' Training & Apprenticeship Fund, and Vacation, provided, however, that any dispute involving a particular Employee's proper wage classification or eligibility to receive overtime pay shall be subject to the provisions of this Article.

Section 7. The time frame previously referenced may be waived in each instance by mutual consent of the parties. Disputes resolved at any step of the Grievance Procedure is final and binding upon all parties.

ARTICLE XVI INVALIDITY

In the event that any portion of this Agreement is declared or becomes inoperative under State or Federal Laws, it shall be deleted and the balances of the Agreement shall remain in full force and effect.

**SUPPLEMENTAL RESIDENTIAL
AGREEMENT**
between
**MICHIGAN CHAPTER ASSOCIATED
GENERAL CONTRACTORS OF AMERICA,
INC. LABOR RELATIONS DIVISION and
CONSTRUCTION & GENERAL LABORERS'
UNION LOCAL #1329, AFL-CIO**

This Agreement covers residential construction, one million dollar volume and over, which is herein defined as all work in connection with construction, alteration, or repair of all residential units such as single dwellings, duplexes, row houses, townhouses and walk-up apartments and related buildings. This Agreement does not cover those housing units constructed of reinforced concrete and/or steel framed units normally referred to as "high-rise" and are normally in excess of four (4) stories in height.

Further, the Employer recognizes the traditional trade jurisdiction in the field of housing of the Laborers and agrees to assign such work only to members of the unit as set forth in this Agreement.

HOURS

Regular Day - Regular Week - Forty (40) hours, consisting of five (5) days of eight (8) hours each, Monday through Friday, shall constitute a regular work week.

Overtime and Holidays - All work performed in excess of eight (8) hours per day, Monday through Friday, and all work performed on Saturdays, shall

be paid at the rate of time and one-half (1 ½) work performed on Sundays and the following holidays shall be paid at double time (2).

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

No employee shall be allowed to work on Labor Day, except to save life or property. Hours may be changed by mutual agreement between the Employer and the Union Representatives.

Any employee losing time because of inclement weather may, if requested by the Employer, work (if employee desires) Saturday for straight time, for the purpose of getting forty (40) straight time hours in a week.

RESIDENTIAL WAGES

The following are agreed to Residential Wage Rates for the Construction & General Laborers' Union Local 1329, AFL-CIO Area:

Effective the first full pay period on or after May 1, 2005:

*Base Rate	\$13.82'
*Vacation	(1.00)
Health Care	3.60
Training	.35
UPCC	.12
LECET	<u>.17</u>
Gross Rate	\$19.06
CIAP	<u>.11</u>
TOTAL	\$19.17

*Taxable Income subject to Federal Withholding & FICA.

Effective the first full pay period on or after May 1, 2006, there will be a total package increase of \$1.00 per hour—breakdown to be determined by the Union; the CIAP contribution rate will increase to \$.12/hour.

Effective the first full pay period on or after May 1, 2007, there will be a total package increase of \$1.00 per hour—breakdown to be determined by the Union; the CIAP contribution rate will increase to \$.13/hour.

Effective the first full pay period on or after May 1, 2008, there will be a total package increase of \$1.05 per hour—breakdown to be determined by the Union.

Effective the first full pay period on or after May 1, 2009, there will be a total package increase of \$1.05 per hour—breakdown to be determined by the Union.

ARTICLE XVII TERMINATION

It is hereby agreed that Local #1329 will cover work granted by the Laborers' International Union of North America, which is herein listed and will become part of this Agreement. This Agreement shall become effective on the day and year first above written and shall continue in full force until **April 30, 2010** and thereafter from year to year, unless superseded or terminated at the end of April 30, 2010, upon not less than sixty (60) days' notice.

46

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

MICHIGAN CHAPTER
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.
LABOR RELATIONS DIVISION



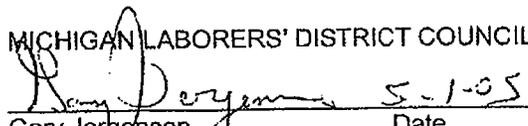
Don Bovre Date
P.O. Box 27005
Lansing, MI 48909
Phone: 517/371-1550
Fax: 517/371-1131

LOCAL UNION #1329
OF THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA



Gene Alessandrini Date
Business Manager
1600 North US Highway 2
Iron Mountain, MI 49801
Phone: 906/774-6070
Fax: 906/774-1199

MICHIGAN LABORERS' DISTRICT COUNCIL



Gary Jorgensen Date
Business Manager

47

**2005-2010 CONTRACT TO BE EXECUTED
BETWEEN AN EMPLOYER WHO IS NOT A
MEMBER OF THE SIGNATORY GROUPS
COVERED BY THIS AGREEMENT**

The undersigned, hereby agrees to be bound by all the terms and conditions set forth in the foregoing Agreement and to become a party thereto. It is further agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XVII of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless he notified the Union to the contrary by registered mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

The Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

The Employer also agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive collective bargaining agent for all employees within the unit covered by this Agreement.

FUTURE RECOGNITION CLAUSE

It is hereby agreed that the Employer shall voluntarily recognize the Union as the exclusive collective bargaining representative, within the meaning of Section 9(a) of the NLRA, of all employees in the unit defined in this collective bargaining agreement, whenever the Union presents evidence of its designation by a majority of the workforce then employed in such unit (in the form of authorization cards or forms, union membership applications, or any combination thereof).

Firm Name United Kiser Services, LLC
Address 1001 Stephenson Street
Norway, ME 04970
City State Zip
Phone (906) 563-5265
Fax (906) 563-9344

Employer is sole proprietorship. Correct name of owner is:

William Harris
Owner (Please Print)

Employer is a partnership. Correct name of partners are:

.....
Partner (Please Print)

.....
Partner (Please Print)

Employer is a corporation. Correct names of officers are:

.....
President (Please Print)

.....
Secretary (Please Print)

Michigan Corporation & Security Commission
Registration No.

Michigan Employment Security Agency (MESA)
Registration No. 505194.....

Employer's Federal Tax ID No. 20-1641929.....

Workers' Compensation No. 78389777.....

Expiration 10/1/06.....

Insurance Firm Thilman Filipponi, LLC.....

Laborers' Insurance Fund of Outstate
Michigan No.

FOR THE EMPLOYER

By [Signature] V.P.
.....
(Title)

Date 11/1/06.....

FOR THE UNION

By [Signature] sec treas
.....
(Title)

Date

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

CONSTRUCTION & GENERAL LABORERS' UNION,
LOCAL 1329

Case Nos. 30-CA-18129
30-CB-5352

and

NORTHERN WISCONSIN REGIONAL COUNCIL OF
CARPENTERS

DECLARATION OF MICHAEL J. MANOWSKI

I, Michael J. Manowski, do hereby declare under penalty of perjury, that the following is true and correct:

1. I have been employed since January 1, 2006 as a Millwright for United Kiser Services, LLC.

2. Prior to January 1, 2006, I was employed as a Millwright for United Construction, Inc. for about a year and prior to that I was employed as a Millwright for Kiser-Johnson for a number of years.

3. For all three companies, I worked on hydroelectric equipment, either in the Shop located in Norway, Michigan in Dickinson County or out on job sites in the field. I worked in the Shop most of the time and now spend almost all of my time in the Shop.

4. My Shop work involves certified welding. I need special certifications for my work as a Millwright.

5. I am a member in good standing of the Millwright Union and have been a member in good standing of this Union throughout the time I worked for Kiser-Johnson, United Construction, and United Kiser Services.

6. Several years ago I was appointed Steward for the Shop. No one sent me any letter or ever told me I was not the Steward. I am the Shop Steward today.

7. When I worked for Kiser-Johnson, the Millwright Union Business Representative kept in touch with me on a fairly regular basis. However, in the last three or four years, this contact declined. From January 1, 2006, when I went on United Kiser's payroll, I did not have any contact from a Business Representative of the Millwright Union until last summer (2008) when Greg Dhein started to contact me again. Since last summer, I have heard from Greg Dhein more often.

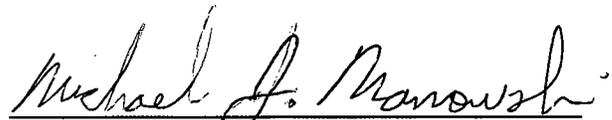
8. As long as I can remember, Laborers have worked with Millwrights. Laborers often are members of the field crew and also work in the Shop. To the best of my knowledge, the Laborers were always members of the Laborers Union.

9. For the last couple of years, we have had a lot more Laborers in the Shop. This is because of the Marinette Marine work which we never had before Joe Spinnato came to work for United Kiser.

10. While the Laborers work in a different area of the Shop than the Millwrights, we see them every day and know each other on a first name basis. To the best of my knowledge, the Laborers are covered by a different union contract than mine.

11. I am aware there is a legal dispute between the Millwright Union and United Kiser. By giving this Declaration, I am not taking United Kiser's side of the case. I am simply telling the truth as I know it.

Dated this 9 day of February, 2009.


Michael J. Manowski

Witness:



UNITES STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

UNITED KISER SERVICES, LLC

and

NORTHERN WISCONSIN REGIONAL COUNCIL
OF CARPENTERS

Case No. 30-CA-18129
Case No. 30-CB-5352

and

CONSTRUCTION AND GENERAL LABORERS UNION,
LOCAL 1329

CERTIFICATE OF SERVICE

I, Deborah A. Moser, a Legal Assistant with the law firm of Michael Best & Friedrich LLP, hereby certify that I arranged for the filing of United Kiser Services, LLC's (1) Notice of Motion and Motion for Partial Summary Judgment, (2) Respondent's Proposed Findings of Fact, (3) Brief in Support of Respondent's Motion for Partial Summary Judgment, (4) Declaration of Jeff W. Kiser, (4) Declaration of Joseph A. Spinnato, Jr., and (5) Declaration of Michael J. Manowski, on the 10th day of February, 2009, by service on the following:

Mr. Lester A. Heltzer (Via E-Filing and Federal Express)
Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570-0001

Mr. Ronald Meisburg (Via Federal Express)
General Counsel
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570-0001

Mr. Irving E. Gottschalk (via Federal Express)
Regional Director
National Labor Relations Board
Region 30
310 West Wisconsin Avenue, Suite 700
Milwaukee, WI 53203

Matthew R. Robbins, Esq. (via Federal Express)
Previant, Goldberg, Uelmen, Gratz,
Miller & Brueggeman, S.C.
P. O. Box 12993
1555 North RiverCenter Drive
Milwaukee, WI 53212

Scott Graham, Esq. (via Federal Express)
Scott Graham PLLC
1911 West Centre Avenue, Suite C
Portage, MI 49024

Mr. Greg Dhein (via Regular Mail)
North Central States Regional
Council of Carpenters
N2216 Bodde Road
Kaukauna, WI 54130-9704

Mr. Joseph Gallino (via Regular Mail)
Secretary-Treasurer
Construction & General Laborers Union
North U.S. 2
P. O. Box 863
Iron Mountain, MI 49801



Deborah A. Moser