

**PROJECT LABOR AGREEMENT**  
**FOR THE LAMBEAU FIELD STADIUM IMPROVEMENTS**

THIS AGREEMENT is entered into the 9<sup>th</sup> day of September, 2011, by and between Lambeau Field Redevelopment, LLC, and affiliated organizations (Developer) and Miron Construction Co., Inc. (Contractor) and the Northeast Wisconsin Building and Construction Trades Council (Council) on behalf of the local affiliates of the Building and Construction Trades.

WHEREAS, the Council, Developer, and Contractor, by this Agreement, intend to provide close cooperation between the Council, Contractor and Developer and all Subcontractors performing work on the Lambeau Field Stadium Improvements Project (Project) for the express purpose of completing the Project without delays caused by any reason or dispute; and

WHEREAS, the parties wish to have this Agreement continue in effect during the full course of the construction of said Project;

NOW, THEREFORE, the Developer, Contractor and the Council agree as follows:

I. Purpose

A. The purpose of this Agreement is to promote efficient construction on the Project site and to promote peaceful settlement of any labor-management disputes without strikes or lockouts, therefore promoting the public interest and assuring the timely and economical completion of the Project. It is also the intent of the parties to promote the efficient and coordinated completion of the Project, to establish and maintain harmonious relations between and among all parties on the Project, to secure optimum productivity and to eliminate delays in the performance of work undertaken by Contractor and Subcontractors.

B. Neither Contractor nor the Developer shall be liable or have any responsibility or exposure to the Council or its constituent Unions for any violation of this Agreement by a Subcontractor or signatory Union; and the Council and the local Unions shall not be liable for any violations of this Agreement by any other Union.

C. The Contractor shall require and provide in its contract documents for all work within the scope of Article II that all successful bidders and their Subcontractors will be bound by the terms of this Agreement and where applicable to the terms of the appropriate local area agreement for all work performed on this Project. Provided that they comply with the foregoing, it is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Contractor in determining which Subcontractor shall be awarded contracts for project work. Subject to the terms of this Agreement, it is understood that the Developer has the sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project.

D. Reference Exhibit 1 for a summary of affiliated organizations associated with the Developer and Building & Construction Trades.

## II. Scope of Agreement.

A. Except as otherwise excluded by this Agreement, this Agreement shall apply only to all construction work at the Lambeau Field Stadium Improvements site including demolition, site work, installation of FF&E items to the extent assigned to the Stadium Contractor and Subcontractors per the FF&E matrix attached as Exhibit 2, and parking areas. Reference Exhibit 3 for Project description.

B. Except as otherwise excluded by this Agreement, all Subcontractors performing work on the Project site shall be signatory to this Agreement and be bound by the wages, fringe benefits and dues deduction/union security provisions which have been negotiated and established pursuant to applicable local area collective bargaining agreements which are attached as Schedule A while working on the Project at the Project site. Fringe

benefit contributions shall be remitted in accordance with the local area agreements to the appropriate fringe benefit funds. No employer shall be required to sign any local, regional, or national agreement other than this Project Agreement.

C. Employers performing work on the Project site shall comply with all provisions of the local area collective bargaining agreement of the appropriate building trades for all work performed on the Project unless otherwise provided for in this Agreement. This Agreement together with the local collective bargaining agreements appended hereto as Schedule A and the contract documents represent the complete understanding of all signatories and supersede any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject is covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A Agreement, or any other national agreement, local agreement, or other collective bargaining agreement, this Agreement shall prevail. No practice, understanding or agreement between the Contractor and Subcontractor and a local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Contractor. After work on the Project has commenced, no subsequent changes in wages, fringes or working conditions will be binding upon any employer performing work on the Project except to the extent that such changes shall have been agreed to in negotiations between the appropriate building trades union and the area employer bargaining group.

D. It is agreed that the Contractor shall require all Subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent prior to commencing work. The Contractor shall assure compliance with this Agreement by the Subcontractors. It is further agreed that, where there is a conflict, the terms and conditions of the Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under

the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII and IX of this Project Agreement, which shall apply to such work.

E. Clarification of Exceptions

(1) This Agreement shall not apply to executives, field and/or office engineers, designers, inspectors, quality control personnel, draft persons, superintendents, time keepers, messengers, office workers, guards, emergency medical and first aid technicians and other administrative or professional employees.

(2) This Agreement shall not apply to laboratory or specialty testing or inspections not ordinarily done by the Union.

(3) This Agreement shall not apply to survey and elevation control activities required for the Project.

(4) This Agreement shall not apply to individuals commissioned as artisans for sculptures, paintings, murals or similar work of art.

(5) This Agreement shall not apply to curbs, walks, drainage, lighting, etc. not within the property boundaries of the Project as may be contracted for by the local municipalities or other governmental entities whether or not the work is required as a result of the Project.

(6) This Agreement shall not apply to public utility companies (e.g. Wisconsin Public Service) providing utility work for this Project whether or not this work is on the property of the Project.

(7) This Agreement shall not apply to weekly cleaning of the management office trailers. Final cleaning of the Project will be performed in accordance with the past practice of the local collective bargaining agreement.

(8) This Agreement shall not apply to certain portions of the work that is performed by preferred contractors of the Developer. Preferred contractors shall be required to sign this Agreement and comply with all wage, fringe benefit and dues check-off provisions of the appropriate local area collective bargaining agreement, but their employees will not be required to join a Union as a condition of employment. The preferred contractors will be required to bid on the subcontract package similar to all contractors on the Project. These specific items are roofing, traffic coating, and expansion joints/covers.

F. This Agreement shall not apply to existing or annual contracts or emergency-type projects unrelated to this Project, as may be require for on-going maintenance of the existing structure of Lambeau Field or for the renovated or newly constructed areas that are completed, turned over, punch list done and area accepted by the Developer for its continued use as a Stadium.

G. All employees who perform work on the construction site shall be subject to the substance abuse testing program attached hereto as Exhibit4.

H. Minority business enterprises and women business enterprises, certified by applicable agencies identified in the specifications or the parallel minority or women contractors certification program of another state, awarded contract(s) with a total value of \$500,000 or less will be required to sign the project labor agreement, and comply with the wage, fringe benefits and dues check off provisions of the appropriate local area agreement, but their employees will not be required to join a Union as a condition of employment on this Project.

I. It is understood between the parties that certain features of the scoreboards, lighting, telephone video equipment, sound, fire alarm, security, fiber optic and connectivity

systems may require persons trained by the manufacturer for assembly of this equipment, specifically trained in start-up, testing and programming.

Therefore, the Developer or Contractor reserves the right to utilize non-signatory firms and personnel to perform certain technical duties for installation, start-up, testing and programming.

### III. Management Rights.

A. The Employer(s) retains full and exclusive authority for the management of its operations. The Employer(s) shall direct its workforces at its sole prerogative including, but not limited to hiring, promotion, overtime assignments and discharge or discipline for cause.

B. No rules, customs or practices shall be permitted or observed which limit or restrict product or limit or restrict the work effort of employees. The Employer(s) may utilize the most efficient methods or techniques of construction, tools, or labor-saving devices. There shall be no standby work demands or other limitations upon the choice of materials or design regardless of source or location. The Employer(s) shall determine what overtime work is required.

### IV. Referral.

A. Subject to the provisions of this Agreement, area referral practices shall prevail.

B. A Subcontractor may request by name, and the local Unions will honor referral of persons who have applied to the local Union for project work and who meet the following qualifications as determined by a committee of three (3) designated respectfully by the applicable local Union, the Contractor and a third party from the Developer or, in the absence of agreement, subject an arbitrator appointed pursuant to Article VIII.

(1) Possess any license required by State of Wisconsin law for the work to be performed.

(2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

(3) Were on the Subcontractor's active payroll for at least sixty (60) out of the one hundred eighty (180) calendar days prior to the contract; or

(4) Have demonstrated ability to safely perform the basic functions of the applicable trade.

No more than four (4) of the employees covered by this Agreement per Subcontractor per craft shall be hired through the special provisions above (any fraction should be rounded to the next highest number); and further provided that at no time shall the number of employees hired under this provision be in excess of fifty percent (50%) of the employees of the Subcontractor per craft on the job site.

C. Workforce

(1) The Employer shall be the sole judge of the number of employees and classification consistent with applicable local area agreements, required at any time. The Employer retains the right to reject any applicant referred by the Union.

(2) If, upon request, the local Union is unable or fails to provide qualified applicants within forty-eight (48) hours of the time the request is made (Saturdays, Sundays, and holidays excluded), the Employer may secure applicants from any source.

D. Craft forepersons and general forepersons. The selection of craft forepersons and/or general forepersons, and the number of forepersons, except as provided in applicable local agreement, shall be solely the responsibility of the Subcontractor. All forepersons shall take orders exclusively from the designated Subcontractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Subcontractor, except where an existing local collective bargaining agreement prohibits a foreperson from working when the craft persons are being led exceeds a specified number.

#### V. Helmets To Hardhats

The Contractor, the local Unions and all Subcontractors recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor, local Unions and all Subcontractors agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs of hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. To promote the recruitment, training and hiring of veterans in the plumbing and pipe fitting trades, the Contractor, local Unions, and Subcontractors also agree to utilize the services of the United Association's Veterans in Piping (VIP) Program or any other nationally recognized building trades program committed to the hiring and training of veterans.

The Contractor, local Unions and Subcontractors agree to coordinate with the Center and the VIP Program to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

#### VI. Union Representation.

Authorized representatives of the Union shall, during all working hours, have access to the job site provided they do not interfere with the work of employees and provided further that they comply with safety and security rules established for the Project.

#### VII. No Strike / No Lockout.

As it is the specific intent of all the parties that there shall be no strikes or lockouts, the following shall be included in job specifications and adhered to by all parties.



A. In the event of strike or lockout in the construction industry, work on the Project shall not be halted in any respect or for any reason, but will continue with the understanding that all settlements made between the local Unions signatory to this Agreement and the appropriate trade shall be made retroactive to the expiration date of the applicable collective bargaining agreement.

B. It is specifically agreed between the parties that the no strikes / no lockout obligation applies to any type of work stoppage or interruption and with equal force to sympathy strikes of any kind whatsoever including the honoring of picket lines at the Project. There shall be no Union activity which disrupts or interferes with the operation of the Stadium or the Project which includes but is not limited to any picketing or handbilling at the Project and/or Stadium, or in the vicinity, at any time.

C. In the event of a violation of the no strike/no lockout obligation by a Union, individual Contractor or Subcontractor, any aggrieved party may immediately commence and action for injunctive relief and in said action, seek an order restraining such conduct. Any such action for injunctive relief shall not restrict the right of any aggrieved part to recover damages for any such violation.

D. In jurisdictional disputes, area and trade practices shall prevail as provided for in the rules and procedures of the plan for Settlement of Jurisdictional Disputes in the Construction Industry. Such rules and procedures shall cover all parties including Subcontractors whether or not they or their associations are signatory to the Plan. There shall be no strikes or stoppages as a result of such disputes.

E. Any involved Unions will promptly notify the Contractor, in writing, of the existence and nature of any jurisdictional dispute. The Contractor shall have ten (10) days to try to resolve such dispute before the Rules and Procedures of the Plan for Settlement of Jurisdictional Disputes for the Construction Industry is invoked. No entity or person deciding

any jurisdictional dispute shall have the authority to require any Contractor or Subcontractor to utilize or employ more crew members than needed to perform the work at issue.

F. Except for employees excluded from this Agreement, any Union party to this Agreement shall have the right to withhold labor for non-payment or wages, fringe benefits or deductions from employees' paycheck after giving five (5) days notice to the employer involved and the Contractor of the Project. Upon notice from the Council that a Subcontractor is delinquent in fringe benefit contributions, no further payments to the Subcontractor will be made until the delinquency is resolved.

G. All Subcontractors bound to this Agreement agree that upon request that they shall make available their books and records regarding this project to an affected signatory Union or their designated representative, accountant or auditor to show compliance with the terms and conditions of this Agreement.

#### VIII. Subcontracting and Sub-Subcontracting.

A. There shall be no contract or subcontract for construction work to be done at the Project site except to a person, firm or corporation who is a party to and has signed this Agreement.

B. The parties recognize that the Lambeau Field Stadium Improvements Project provides a minimum goal that fifteen percent (15%) of the aggregate dollar value of contracts be awarded to minority businesses and five percent (5%) be awarded to women's businesses. The parties pledge their full cooperation in seeking to achieve this goal.

#### IX. Disputes And Grievances.

A. In the event of a dispute between the parties as to the meaning and/or interpretation of any terms and conditions of this agreement, the parties agree to make an effort to resolve such dispute by joint meetings and discussions. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a

representative to this Project for purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

B. The Contractor, Subcontractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

C. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

**Step 1.**

(a.) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Subcontractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Subcontractor and the Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Subcontractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance,

including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b.) Should the local Union(s) or the Contractor or any Subcontractor have a dispute with the other party, and if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

**Step 2.**

The International Union Representative and the involved Subcontractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Subcontractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

**Step 3.**

(a.) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Subcontractor and the involved Union shall attempt mutually to select the arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of Wisconsin arbitrators from which the Arbitrator shall be selected. The rules of the Federal Mediation and Conciliation Service shall govern the conduct of the Arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Subcontractor and the involved local Union(s).

(b.) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

D. The Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

X. Jurisdictional Disputes.

A. The assignment of work will be solely the responsibility of the Subcontractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the 'Plan') or any successor Plan.

B. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Subcontractors Unions parties to this Agreement.

C. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Subcontractors assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

D. Each Subcontractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

XI. Pre-Job Conference.

A. Upon the selection of a Subcontractor to perform work on the Project, Developer, Contractor or their designated representative shall notify the Council in writing of the name and address of the Subcontractor selected and the work to be performed by the Subcontractor. Prior to the commencement of work by the Subcontractor, at the request of an employer signatory to this Agreement or the Council, a pre-job conference shall be held between the representative of the affected Unions, Contractor and Employers to discuss anticipated work assignments.

XII. Labor Management Committee.

A. Subjects. A Project Labor Management Committee shall be established and shall consist of the representatives of the Contractor, the Developer, and the Council. The Committee will meet on a regular basis to:

1. Promote Harmonious Relations among the Contractors and Unions;
2. Enhance safety awareness, cost effectiveness and productivity of construction operations;
3. Protect the public interests;
4. Discuss matters related to staffing and scheduling with safety and productivity as considerations;
5. Review Affirmative Action and equal employment opportunity matters pertaining to the Project;
6. Monitor and ensure timely completion;
7. Assist in ensuring that a high degree of skill and equality of workmanship is attained in performance of the property; and

8. To address, in advance, any potential work assignment issues.

B. Composition. The Committee may be jointly chaired by designees of the Council, Developer, and Contractor. The local Unions and Subcontractors may be requested by the Committee to designate representatives to assist in discussion of any issues being addressed at any meeting. The Committee may mutually agree to the establishment of subcommittees to assist in the performance of any of its duties.

C. Meetings. The Committee shall meet a minimum of once each quarter, and at such meetings, shall discuss reports concerning any alleged violation of the Agreement, disputes or questions of interpretation or application of practices arising out of this Agreement as well as safety, working conditions, absenteeism, labor turnover, availability of qualified journeymen, need for training and any other matters affecting productivity and efficiency. The Committee shall not have authority to render a decision involving a jurisdictional dispute. Any member can request the committee to meet at any other time based on a 'for cause' event which occurs.

### XIII. Non-Discrimination and Affirmative Action.

A. The parties agree not to discriminate against any individual with respect to hiring, compensation or terms and conditions of employment because of that individual's race, religion, sex, national origin, age or disability. The parties agree that referral placement practices will be operated in a non-discriminatory manner and in full compliance with all applicable Federal, State and local laws and regulations which require equal employment opportunities.

B. The parties recognize that the Lambeau Field Stadium Improvement Project provides for a minimum goal that fifteen percent (15%) of the employees hired because of the Project be minority group members and at least five (5%) of the employees hired because of the

Project be women. The parties pledge to cooperate to the greatest extent possible with the Contractors and Subcontractors working on the Project to reach these goals.

C. To assist the Subcontractors in attaining a maximum effort on this Project, the Unions, with affiliated joint apprenticeship committees, agree to work in close cooperation with and accept monitoring by the Bureau of Apprenticeship Standards of the State of Wisconsin Department of Workforce Development to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in placement of apprentices on the project. Local Unions shall request that related joint apprenticeship committees cooperate with Subcontractor request for minority or women referrals to meet this contract effort.

D. An employer may specifically request minority or female applicants to be referred to the Project and the Unions agree to refer minority and female appliance when specifically requested to do so. In the event a local Union either fails or is unable to refer qualified minority or female applicants within a reasonable time of the request, the Subcontractor may employ qualified minority or female applicants from any other available source.

#### XIV. Work Week.

A. The standard work day shall consist of eight (8) hours with a start time of 7:00 a.m. The Contractor or Subcontractor may, as required by the Project, establish a start time within one (1) hour of 7:00 a.m. There shall be one half hour unpaid lunch break and a ten-minute morning break.

B. 4 – 10 Work Week. The Contractor may establish a 4 – 10 hour work week with a five (5) day notice to the Union. In such case, ten (10) hours of work between the hours of 7:00 a.m. and 6:00 p.m. shall constitute a workday. This workday may be varied by no more than one (1) hour by mutual agreement between the Union and Contractor. Where there is a stadium or other scheduled event which requires work to be curtailed on the Project, the 4-10



hour work week may be implemented, as provided by the local collective bargaining agreement, for that week, subject to the (5) five day notice. All work performed in excess of ten (10) Hours in a regular scheduled workday, shall be paid for at one and one-half (1 ½) times the regular straight time rate of pay. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when the second and/or third shift is worked.

#### XV. Shifts.

When two (2) or three (3) shifts are worked:

A. The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 7:00 a.m. and 3:30 p.m. Workers on the day shift shall be paid at the regular hourly rate of pay for all hours worked.

B. The second shift (swing shift) shall consist of seven and one-half (7 ½) consecutive hours worked between the hours of 3:30 p.m. and 11:30 p.m. Workers on the swing shift shall be paid for the eight (8) hours pay at the regular hourly rate for the seven and one-half (7 ½) hour shift.

C. Any third shift shall consist of seven (7) consecutive hours worked between the hours of 11:30 p.m. and 8:00 a.m. and shall be paid for eight (8) hours worked.

D. The Contractor shall be permitted to adjust the starting and ending hours of the shift(s) by up to two (2) hours in order to meet the needs of the customer.

E. Each employee shall be allowed an unpaid lunch period of thirty (30) minutes on each shift.

F. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked.

#### XVI. Holidays.

The following holidays shall be recognized on the project: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; the day after Thanksgiving Day;

Christmas Day. Based on the applicable local collective bargaining agreements, should the holiday fall on a Saturday it shall be observed on Friday, should it occur on Sunday it shall be observed on the following Monday. Employees shall receive regular holiday pay, if any, and/or premium pay for the work performed on such a recognized holiday in accordance with applicable local area agreement.

XVII. Emergency Work Suspension.

The Contractor or Subcontractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or portions of Project work. In such instances, employees shall be paid for the actual time worked; provided however that when a Subcontractor requests that employees should remain at the job site available for work, employees shall be paid for stand-by time at their hourly rate of pay except as provided in the local collective bargaining agreement.

XVIII. Injury/Disability.

An employee who, after commencing work, suffers a work related injury or disability while performing work duties, shall receive no less than eight hours pay for that day. Further, the employee shall be rehired at such time as able to return to duty provided there is still work available on the project for which the employee is qualified and able to perform.

XIX. Time Keeping.

The Contractor or Subcontractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. Adequate facilities for checking in and out in an expeditious manner will be provided.

XX. Safety, Health and Security.

A. The Contractor, the Subcontractor, and their employees shall comply with all applicable federal, state and local laws, ordinances, and regulations related to job safety, health, and safe work practices, as well as those specific project safety plans/rules required by the Contractor.

B. It is essential that the individual take their share of responsibility in assuring that the Project work site is maintained in a safe condition. All parties to this Agreement agree to work together to develop a safety attitude among employees and work toward achieving compliance with the provisions of the Contractor's Safety Program. Employees who conduct themselves in an unsafe manner will be subject to discipline.

XXI. Work Rules.

The Contractor and the Subcontractors involved shall jointly establish such reasonable project work rules as are appropriate for the good order of the Project. These rules shall be explained at the pre-construction conference and posted at the Project site. These rules may be amended thereafter but prior to implementation of amendments to the rules there shall be reasonable notice to the Unions and an opportunity to discuss the rules at the Labor Management Committee.

XXII. Tools of the Trade.

There will be no restriction on the emergency use of any tools or equipment by a qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

XXIII. Travel Allowances.

There shall be no requirement for payment of travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

XXIV. Payment of Wages.

A. Payment shall be made by check, drawn on a Green Bay bank with branch located within commuting distance of the Project or by mail or direct deposit if addressed in the local collective bargaining agreement. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Subcontractor, together with an itemization of deductions from gross wages.

B. Termination. Employees who are laid off or discharged for cause shall be paid in full for that which is due to them at the time of termination unless addressed in the local collective bargaining agreement or per past area practice. The Subcontractor shall also provide the employee with a written statement setting forth the date of layoff or discharge.

XXV. Full Work Day.

Employees shall be at their designated work area at the starting time established by the Subcontractor and shall be returned to their designated work areas by quitting time after performing their assigned functions under the supervision of the Subcontractor. A safety/informational meeting associated with a stretch and flex program will be implemented and requires employees to be in their designated work areas at the established starting time each working day. The signatories reaffirm their policy of a fair day's work for a fair day's pay.

XXVI. Savings and Separability.

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law.

XXVII. Duration.

This Agreement shall continue in full force and effect until all work on the Project is complete.

NORTHEAST WISCONSIN BUILDING  
TRADES COUNCIL

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

MIRON CONSTRUCTION CO., INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

LAMBEAU FIELD REDEVELOPMENT, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

SUBCONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

BOILERMAKERS LOCAL #107

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

BRICKLAYERS & ALLIED CRAFTS  
DISTRICT COUNCIL OF WISCONSIN

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL #258

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ELEVATOR CONSTRUCTORS LOCAL #15

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

GLAZIERS LOCAL #1204

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

HEAT & FROST INSULATORS #127

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

IRONWORKERS LOCAL #8

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LABORERS LOCAL #330

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NORTH CENTRAL STATES REGIONAL  
COUNCIL OF CARPENTERS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OPERATING ENGINEERS LOCAL #139

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OPERATIVE PLASTERERS & CEMENT  
MASONS LOCAL #599

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

INTERNATIONAL UNION OF  
PAINTERS & ALLIED TRADES, DC 7

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PLUMBING & STEAMFITTERS LOCAL #400

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ROOFERS LOCAL #96

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SHEET METAL WOKERS LOCAL #18

SPRINKLER FITTERS LOCAL #669

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

TEAMSTERS LOCAL #662

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT 1

### AFFILIATED ORGANIZATIONS SUMMARY

#### Lambeau Field Redevelopment, LLC

- The Green Bay Packers, Inc.
- Green Bay – Brown County Professional Football Stadium District
- City of Green Bay

#### Building & Construction Trades

- Boilermakers Local #107
- Bricklayers & Allied Crafts District Council of Wisconsin
- International Brotherhood of Electrical Workers Local #258
- Elevator Constructors Local #15
- Glaziers Local #1204
- Heat & Frost Insulators # 127
- Ironworkers Local #8
- Laborers Local # 330
- North Central States Regional Council of Carpenters
- Operating Engineers Local # 139
- Operative Plasterers & Cement Masons Local # 599
- International Union of Painters & Allied Trades, DC 7
- Plumbing & Steamfitters Local # 400
- Roofers Local #96
- Sheet Metal Workers Local #18
- Sprinkler Fitters Local # 669
- Teamsters Local #662





Lambeau Field Stadium Improvements – South End Zone  
 August 25, 2011  
**FURNISHINGS, FIXTURES & EQUIPMENT MATRIX**

ITEM NUMBER	DESCRIPTION	FOOD SERVICE CONCESSIONAIRE	STADIUM CONTRACTOR/SUBCONTRACTORS	FF&E D/LPR	COMMENTS
3.5	<b>FOOD SERVICE</b>				
	Beer Distribution System		STADIUM		
	Beverage Conduit System		STADIUM		
	Club Architectural Millwork (Bars)		STADIUM		
	CO2 Distribution System		STADIUM		
	Kitchen Architectural		STADIUM		
	Concession Stand Architectural		STADIUM		
	General Concessions Fixed Equipment		STADIUM		
	General Concessions Moveable Equipment		STADIUM		
	General Concessions Small Wares		STADIUM	FF&E	
	Menu Boards			FF&E	
	MEP Final Connections		STADIUM		
	MEP Rough-In to Commissary/Kitchen		STADIUM		
	MEP Rough-In to Concession Stands		STADIUM		
	Portable Carts / Concession Stands			FF&E	
	Portable Bars for Club			FF&E	
	Premium Concessions Fixed Equipment		STADIUM		
	Premium Concessions Moveable Equipment		STADIUM		
	Premium Concessions Small Wares			FF&E	
	Soda Distribution System			FF&E	
	Soda Distribution System Conduit		STADIUM		
	Suite Refrigerator / Freezers with Ice Makers		STADIUM		
	Uniforms & Table Linens			FF&E	
3.6	<b>FURNITURE</b>				
	Bar Furnishings			FF&E	
	Bldg. Admin Office Furniture			FF&E	
	Broadcast / Press Box Counters		STADIUM		
	Broadcast Furniture			FF&E	
	Club Furniture – See 3.15 for Seating			FF&E	
	Display Cases			FF&E	
	Floor Mats / Grids		STADIUM		

Lambeau Field Stadium Improvements – South End Zone  
 August 25, 2011  
**FURNISHINGS, FIXTURES & EQUIPMENT MATRIX**

ITEM NUMBER	DESCRIPTION	FOOD SERVICE CONCESSIONAIRE	STADIUM CONTRACTOR/SUBCONTRACTORS	FF&E DYLPR	COMMENTS
	Food Service Furniture			FF&E	
	Food Service Counters		STADIUM		
	Information Booth		None		
	Press Furniture			FF&E	
3.7	<b>GRAPHICS &amp; SIGNAGE</b>				
	Bowl Signage			FF&E	See Scoreboards
	Concourse Signage			None	
	Club Signage			FF&E	
	Suite Signage			None	
	Marquee Sign			FF&E	
	Parking Signage			FF&E	
	Site Signage			FF&E	
	Power Connections for Signage		STADIUM		
3.8	<b>LAUNDRY EQUIPMENT</b>				
	None			None	
3.9	<b>LOADING DOCK EQUIPMENT</b>				
	None		None		
3.10	<b>MAINTENANCE EQUIPMENT</b>				
	Chain Hoist			FF&E	
	Air Compressor			FF&E	
	Amerivap Com Steam System			FF&E	
	Backpack Breathing Apparatus			FF&E	
	Castex Carpet Extractor			FF&E	
	Castex Carpet Vacuum			FF&E	
	Clarke Fm 2000 Floor Bufferer			FF&E	
	Crown Electric Pallet Jack			FF&E	
	Escalator Cleaner			FF&E	
	Forklift Large			FF&E	
	Forklift Medium			FF&E	

Lambeau Field Stadium Improvements – South End Zone  
 August 25, 2011  
**FURNISHINGS, FIXTURES & EQUIPMENT MATRIX**

ITEM NUMBER	DESCRIPTION	FOOD SERVICE CONCESSIONAIRE	STADIUM CONTRACTOR/SUBCONTRACTORS	FF&E DVL/PR	COMMENTS
	Lawn Aerator			FF&E	
	Lawn Dethatcher			FF&E	
	Lawnmowers			FF&E	
	Paint Booth			FF&E	
	Portable Steam Cleaner			FF&E	
	Power Sweeper			FF&E	
	Pressure Washer			FF&E	
	Rigid K-750 Drain/Sewer Cleanser			FF&E	
	Sly/jack Scissor Lift			FF&E	
	Tennant 275ii Hi Dump Sweeper			FF&E	
	Tennant 365 Power Sweeper			FF&E	
	Tennant 465 Walkbehind Scrubber			FF&E	
	Tennant 528 SRS Scrubber			FF&E	
	Vacuum Cleaners			FF&E	
	Von Schrader Upholstery Cleaner			FF&E	
	Werner Scaffold W/Casters			FF&E	
3.11	<b>MEDIA EQUIPMENT</b>				
	Broadcast Truck Conduits		STADIUM		
	Broadcast Trucks Patch Panels		STADIUM		
	Broadcast Trucks Power		STADIUM		
	Camera Platforms		STADIUM		
	Radio Broadcast Equipment			None	
	TV Broadcast Equipment			None	
	TV Camera Conduits		STADIUM		
3.12	<b>MEDICAL EQUIPMENT</b>				
	First Aid Equipment			FF&E	
	First Aid Furnishings			FF&E	
	X-Ray Lead Lining (if necessary)		None		
	X-Ray Dilution Basins			None	
	X-Ray Equipment			FF&E	

Lambeau Field Stadium Improvements - South End Zone  
 August 25, 2011  
**FURNISHINGS, FIXTURES & EQUIPMENT MATRIX**

ITEM NUMBER	DESCRIPTION	FOOD SERVICE CONCESSIONAIRE	STADIUM CONTRACTOR/SUBCONTRACTORS	FF&E DVL/PR	COMMENTS
3.13	<b>PARKING EQUIPMENT</b> Exterior Parking Equipment			None	
3.14	<b>SCOREBOARD</b> North End Zone Board South End Zone Board Ribbon Board Scoreboard Control Equipment Scoreboard Production Equipment Conduit for All Scoreboard Equipment Power Connections Down Time Clocks			FF&E FF&E None FF&B FF&E	
3.15	<b>SEATING SYSTEMS</b> Club Seats Collapsible ADA Seats Cupholders Field Chairs Loose Chairs Platform Carts Seating Platforms / Benches Removable Seats Suite Seats		STADIUM STADIUM Existing STADIUM STADIUM	FF&B FF&E FF&E FF&E FF&E FF&E	
3.16	<b>SECURITY EQUIPMENT</b> Security System Card Reader Access System Security Conduit / Raceways Turnstiles				
3.17	<b>STAGE &amp; RIGGING EQUIPMENT</b> Portable Stage Stage Lighting			None None None	

Lambeau Field Stadium Improvements – South End Zone  
 August 25, 2011  
 FURNISHINGS, FIXTURES & EQUIPMENT MATRIX

ITEM NUMBER	DESCRIPTION	FOOD SERVICE CONCESSIONAIRE	STADIUM CONTRACTOR/SUBCONTRACTORS	FF&E DVI/PR	COMMENTS
	Stage Raceway to Dock			None	
	Stage Sound System			None	
	Theatrical Lighting			None	
3.18	TELEPHONE & DATA EQUIPMENT				
	PBX System				
	Tele/Data Conduit System		STADIUM	FF&E	
	Tele/Data Wiring & Receptacles		STADIUM		
	Telephone/Fiber Optic Backbone		STADIUM		
	Telephones			FF&E	
3.19	VEHICLES				
	4-Wheel Electric Cart			FF&E	
	Pickup Truck			FF&E	
	Van			FF&E	
3.20	WASTE HANDLING EQUIPMENT				
	Dry Trash Compactor			FF&E	
	Trash Carts			FF&E	
	Trash Chute		STADIUM		
	Trash Receptacles			FF&E	
	Wet Trash Compactor			FF&E	
3.21	WINDOW TREATMENTS				
	Window Treatments – Club			FF&E	
	Window Treatments – Suites			FF&E	
	Window Treatments – Offices			FF&E	
	Window Treatments – Other			None	
3.22	WINDOW WASHING EQUIPMENT				
	Window Washing Equipment			None	
	Davits for Window Washing Equipment		STADIUM		

Lambeau Field Stadium Improvements - South End Zone  
 August 25, 2011  
 FURNISHINGS, FIXTURES & EQUIPMENT MATRIX

ITEM NUMBER	DESCRIPTION	FOOD SERVICE CONCESSIONAIRE	STADIUM CONTRACTOR/SUBCONTRACTORS	FF&E DYLPR	COMMENTS
3.23	OTHER FF&E COSTS				
	2-Way Radio System (Motorola)			FF&E	
	ATM Machines		BY OTHERS		
	Power and Data Connections for ATM		STADIUM		
	Antenna Systems		BY OTHERS		
	Brandt Currency Counter			None	
	Brandt Express Coin Counter			None	
	Co-Generation		None		
	Copy Machine			FF&E	
	Copy Machine			FF&E	
	Desktop Computers			FF&E	
	Fax Machines			FF&E	
	Laptop Computers			FF&E	
	Monitors			FF&E	
	Phonic Ear System 550t For Deaf			FF&E	
	Pitney Bowes Postage Machine			FF&E	
	Point of Sale (Automated)			FF&E	
	Printers			FF&E	
	Roland Cutter/Plotter & Software			FF&E	
	Terminal Server			FF&E	
	Tickets/Bond/Endorser			FF&E	
	Ticketing Equipment			FF&E	
	Time Clock Terminal			FF&E	
	Van-San Floor Model Lectern			FF&E	
	Xerox Blueprint Copier			FF&E	

## EXHIBIT 3

### LAMBEAU FIELD STADIUM IMPROVEMENTS PROJECT DESCRIPTION

The Project is to include, but is not limited to, new structure that extends on the south end of the existing structure and is built on top of the existing steel structure of the Upper Concourse (Level 3). The new steel structure is to include a vertical transportation tower to accommodate escalators and elevators. The new steel structure supports cast-in-place concrete seating areas and associated Club space, toilets, food service and other support facilities. A new Press Box tops the new spaces, with a steel structure for a new scoreboard (by others) above the Press Box. The North Elevator Tower portion of the Project is to include, but is not limited to an elevator tower added onto the north end of the existing Lambeau Field and roof top viewing platform and new scoreboard structure.



**SECTION 00 73 00  
SUBSTANCE ABUSE TESTING PROGRAM**

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding Requirements and Contracting Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section 00830.

## 1.02 SUMMARY

- A. This Section describes Drug and Alcohol Testing Program, including:
1. Basic Requirements
  2. Testing Procedures
  3. Testing Related Forms

## 1.03 CONTRACTOR AND SUBCONTRACTOR'S CONTRACT REQUIREMENTS FOR DRUG AND ALCOHOL

- A. The Contractor, each Subcontractor and its Sub-subcontractor(s) are responsible for implementing this Substance Abuse Program for all employees and potential employees. This includes pre-hire drug screening, existing employees being transferred from another location or project, as well as testing for cause when a reasonable suspicion exists that the employee appears to be under the influence of illegal drugs or substances and/or alcohol.
- B. All employees of the Contractor, each Subcontractor or any of its Sub-subcontractors are subject to the rules of this Substance Abuse Testing Program as indicated herein.

## PART 2 - DRUG AND ALCOHOL TESTING PROGRAM

## 2.01 OVERVIEW

- A. This Part 2.01 contains procedures to be managed by the Contractor to be utilized to implement a Drug/Alcohol Testing. This Program applies to all employees and potential employees of the Contractor, Subcontractors and their Sub-subcontractors at all tiers, including non-bargaining and bargaining unit employees.
- B. This Drug and Alcohol Testing Program may allow for the Contractor to utilize an off-site drug testing clinic if approved in advance by the Developer.
- C. A Urine Drug Screen and/or Alcohol Test shall be administered under the following circumstances:
1. Prehire Drug Screening. All potential employees of the Contractor, Subcontractors, Sub-subcontractors will be required to submit to a urine drug screen. Prehire drug screening will test for the presence of illegal drugs and substances only. This screen will not include an alcohol test. Any potential employee refusing to submit to this test will not be permitted to work on the Project.

2. Existing Employees of the Contractor, Subcontractors and Sub-subcontractors from another location. All employees in this classification will be required to submit to a urine drug screen. This screen will test for the presence of illegal drugs and substances only. This screen will not include an alcohol test. Any employee refusing to submit to this test will not be permitted to work on the Project.
  3. Testing for Cause. All employees may be tested for cause when a reasonable suspicion exists that the employee appears to be under the influence of illegal drugs or substances and/or alcohol.
  4. Random Testing. Any employee may be randomly tested. All employees covered under an applicable collective bargaining agreement shall also strictly adhere to the testing requirements and procedures of the established substance abuse program currently in place.
- D. Post-Accident/Incident Testing. All employees onsite shall be subject to a drug and alcohol test following an on-the-job injury that requires medical treatment or following a potentially serious incident or near miss in which safety precautions were violated, unsafe instructions or orders were given, or a potentially serious accident occurred in which vehicles, equipment, or property were damaged. Employees involved in or potentially contributory to the incident may have their urine, breath, and/or blood tested. If it is impossible or impractical to provide a urine or breath sample because of the physical condition of the individual, then the individual's blood or other bodily fluids may be utilized for analysis.

## 2.02 TESTING PROCEDURES

### A. DRUG SCREENING OF APPLICANTS FOR EMPLOYMENT

1. All applicants will proceed to the designated location for specimen collection. All costs of the certification will be borne by the Contractor.
2. Each applicant will read and execute the attached Drug Screen Consent Form or an equivalent form prior to any test being administered.
3. A formal chain of custody will be established for every drug test.
4. A split sample consisting of two (2) urine collection containers sealed in a plastic container will be furnished to the applicant. The containers must contain an amount of urine sufficient for one (1) EMIT test (or other equivalent) and two (2) GC/MS tests, but in no event, less than two (2) ounces per container. Each applicant's urine specimen will be collected and temperature tested for verification. The second container will be used in the event the first container has become contaminated.
5. Before the specimen ever leaves the applicant's sight, the urine container will be sealed with security tape, which has been initialed by the applicant.

6. Specimens collected at the clinic will be sent to the appropriate NIDA/SAMHSA certified laboratory for testing. A portion of the sample will be tested using the Enzyme Medical Immunoassay Test (EMIT) and, if positive, another portion will be tested for verification using the Gas Chromatography Mass Spectrometry Test (GC/MS). All positive test results will be interpreted by a licensed Medical Review Officer.
7. The remainder of the urine specimen will be maintained at the laboratory for thirty (30) days following the date of the test.
8. The applicant will then be given a form stating that he/she has consented to and given a urine sample for drug screening and is available for employment on a seventy-two (72) hour probationary period. This form will be signed by the attending medical personnel and a supervisor of his/her employer.
9. The applicant will then proceed to the appropriate Contractor or Subcontractor's field office to be signed up for employment on a seventy-two (72) hour probationary basis.
10. Any applicant who refuses to take a drug test will not be eligible for employment.
11. The results of the drug test will be received in the employer's field office within seventy-two (72) hours. If the applicant is tested positive, he/she will be terminated immediately and paid for all hours worked. The individual will not be eligible for employment, with that Contractor or Subcontractor, for sixty (60) days contingent on a negative drug screen. If later hired by that Contractor or Subcontractor, such employees may be tested periodically without notice for a period of one (1) year from the date of the most recent positive test. The individual will be given a copy of positive test results. There will be no rehabilitation offered by any employer for probationary employees.
12. If an individual who has tested positive wishes to confirm the results of the GC/MS test, he/she may do so at his/her option by having a GC/MS test performed on the remainder of the previously collected urine specimen at a certified NIDA laboratory of his/her choice. The specimen will be shipped directly from the employer's laboratory to the laboratory of the employee's choice. The costs of this test will be borne by the employee. If the results of this test are negative, the individual will be reinstated with full back pay and benefits and will be reimbursed for the cost of the test. The individual must exercise the option of a second GC/MS test within twenty-four (24) hours of being notified of the positive test results.
13. Prehire drug screens will include testing for the following:
  1. Amphetamines
  2. Phencyclidine (PCP)
  3. Cocaine Metabolites
  4. Opiates
  5. Marijuana Metabolites

**B. DRUG SCREENING OF TRANSFER EMPLOYEES**

The procedure for testing employees transferred from another job-site will be the same as the prehire procedure.

**C. DRUG SCREENING FOR CAUSE**

1. Existing employees working at the Project may be tested for illegal drugs, substances and alcohol if there exists a reasonable suspicion that the employee to be tested is under the influence of alcohol or any of the substances identified above in Paragraph 13. For the purpose of this Substance Abuse Testing Program, the term “reasonable suspicion” shall be defined as aberrant or unusual on-duty behavior of any individual employee who:
  - a. is observed by either the employee’s immediate supervisor, higher ranking employee or other managerial personnel of the Contractor or Subcontractor who has been trained to recognize the symptoms of drug abuse, impairment or intoxication, which observations shall be documented by the observer(s);
  - b. exhibits the type of behavior which shows accepted symptom(s) of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
  - c. such conduct cannot reasonably be explained as resulting from other causes, such as fatigue, lack of sleep, side effect of prescription or over-the-counter medications, illness, reaction to noxious fumes or smoke.
2. Drug testing of this type will not be conducted without the written approval of the Contractor or Subcontractor’s job superintendent or designated manager. The job superintendent or designated manager must document in writing who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion leading to the test being ordered and the name of any source(s) of all this information. One (1) copy of this document shall be given to the employee before he/she is required to be tested and one (1) copy shall immediately be provided to the Union Steward, if requested by the employee. After being given a copy of the document, the affected employee shall be allowed enough time to be able to read the entire document. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no disciplinary action shall be taken against the employee.
3. When a supervisor, higher ranking employee or other managerial personnel has reasonable suspicion to believe that any employee is using, consuming, or under the influence of an alcoholic beverage, non-prescribed controlled substance (other than over-the-counter medication), and/or non-prescribed narcotic drug while on duty, that person will notify the job superintendent or designated manager for the purpose of observation and confirmation of the employee’s condition. The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep,

exposure to noxious fumes, reaction to over-the-counter medication or illness. A Union Steward shall be present if appropriate and requested during such explanation and shall be entitled to confer with the employee before the explanation is requested. If after this explanation the job superintendent or designated manager, after observing the employee, also has reasonable suspicion to believe that the employee is using, consuming and/or under the influence of an alcoholic beverage, non-prescribed controlled substances, or non-prescribed narcotic while on duty, then, by a written order signed by the job superintendent or designated manager, the employee may be ordered to submit to a drug and alcohol screen. Refusal to submit to this testing after being ordered to do so, may result in disciplinary action up to and including discharge.

#### D. DRUG SCREENING PROCEDURES FOR CAUSE

Employee drug screens for cause will include testing for the same drugs as the prehire screening test, but also will include testing for alcohol level.

1. Each employee will read and execute the attached Drug Screen Consent Form or an equivalent form prior to any test being administered.
2. Reasonable suspicion testing shall be performed either at the onsite medical trailer or at an off-site clinic. The individual may be accompanied to an off-site clinic by a Contractor or Subcontractor representative. A split sample consisting of two (2) urine collection containers sealed in a plastic container will be furnished to the employee. A minimum sample of two (2) ounces per container must be collected. All other security procedures as listed in the prehire screening shall be followed, including chain of custody and a listing of any medication the employee has used in the last thirty (30) days.
3. The Union Steward, if appropriate and requested by the employee, may witness the sample procedure at the Contractor's, Subcontractors or Sub-subcontractors designated clinic.
4. An EMIT (or equivalent) test and, if positive, a confirming GC/MS test will be performed on the sample. The remainder of the sample will be stored at the laboratory for thirty (30) days.
5. If the employee's test is positive, his employment will be terminated immediately. The employee will be presented with a copy of the results of the drug screen. He/she will have the option to have a portion of the remainder of the sample tested at his/her own expense at a NIDA certified laboratory of his/her own choice. The screen will consist of a GC/MS test. The sample will be shipped directly from the Contractor's or Subcontractor's laboratory to the laboratory of the individual's choice. If this test is negative, the employee will be reinstated with full back pay and benefits, and will be reimbursed for the cost of the test by the employer. The individual must exercise the option of a second GC/MS test within twenty-four (24) hours of being notified of the positive test results.

6. Any employee whose test is positive will not be eligible for employment with that Contractor or Subcontractor for thirty (30) days, contingent on a negative drug screen.
7. Any employee whose test is positive and who was rehired by that Contractor or Subcontractor after testing negative, may be tested periodically by that Contractor or Subcontractor without notice for a period of one (1) year after the date of rehire. The Contractor or Subcontractor shall not be required to offer rehabilitation to the individual.
8. Alcohol. If an employee's test results indicate that he/she is legally intoxicated (at or above the State of Wisconsin limit), he/she may be subject to discipline up to and including discharge. Alcohol detection will be based on a Breathalyzer.

E. GENERAL

1. All results of tests included in this Substance Abuse Testing Program shall be considered medical records and held confidential to the extent permitted by law. However, this information may be divulged for grievances, arbitration and/or litigation with respect to these matters.
2. The testing laboratory for this Substance Abuse Testing Program must be a laboratory certified by the National Institute on Drug Abuse (NIDA).
3. It is understood that the Developer and Project Manager shall not be responsible for ascertaining or monitoring the drug-free or alcohol-free status of any employee or applicant for employment.

**DRUG SCREEN CONSENT FORM**

RELEASE FORM FOR OBTAINING URINE SAMPLES FOR DRUG SCREENING AND PERMISSION TO FURNISH THE RESULTS TO THE EMPLOYER.

I hereby authorize Miron Construction Company, Inc. or \_\_\_\_\_, its physicians or agents to take urine samples from me for use in a drug screening investigation. I understand why these samples are being requested and give permission for the results to be sent to my employer. I also understand that I am available for employment on a seventy-two (72) hour probationary period contingent on my negative drug screen.

I further release and hold harmless \_\_\_\_\_, its affiliated unions, Miron Construction Company, Inc., Lambeau Field Redevelopment LLC, the Green Bay Packers, Inc., Hammes Company Sports Development, Inc., Green Bay Stadium District and member associations and their members, officers and directors from any consequences arising out of the drug and/or alcohol test or results therefrom.

\_\_\_\_\_  
Name (Please Print) Social Security Number

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Area Code / Telephone Number

\_\_\_\_\_  
Witness (Supervisor) Date

\_\_\_\_\_  
Medical Personnel Date

**END OF SECTION 00 73 00**

**PROJECT LABOR AGREEMENT AMENDMENT 3  
FOR THE LAMBEAU FIELD STADIUM IMPROVEMENTS**

THIS AMENDMENT 3 is entered into the 23rd day of December, 2014, by and between Lambeau Field Redevelopment, LLC, and affiliated organizations (Developer) and Miron Construction Co., Inc. (Contractor) and the Northeast Wisconsin Building and Construction Trades Council (Council) on behalf of the local affiliates of the Building and Construction Trades. This amendment is to clarify the new areas added to the previous agreement. To include: Hall of Fame Bulldozer, Restaurant Build Out, Hydrotherapy and Recovery, and 1265 Studio.

Items to be amended from previous agreement dated September 9, 2011:

1. Any theming of specialty Hall of Fame curator or exhibits.
2. Pool, whirlpool or hydro equipment/installers.
3. Digital suite, media broadcast equipment/installers.

NORTHEAST WISCONSIN BUILDING  
TRADES COUNCIL

MIRON CONSTRUCTION CO., INC.

By: [Signature]

By: [Signature]

Title: Business Development

Title: Vice President

Date: 1-12-2015

Date: 2/16/15

LAMBEAU FIELD REDEVELOPMENT, LLC

SUBCONTRACTOR

By: [Signature]

By: \_\_\_\_\_

Title: Member

Title: \_\_\_\_\_

Date: February 13, 2015

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



BOILERMAKERS LOCAL #107

By: Blaine Tomasic  
Title: Business Manager B11  
Date: 1-13-15

BRICKLAYERS & ALLIED CRAFTS  
DISTRICT COUNCIL OF WISCONSIN

By: Randy Westens  
Title: Field Rep - B.A.C.  
Date: 1-13-15

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL #158

By: Donald C. all  
Title: Business manager  
Date: 1/13/15

ELEVATOR CONSTRUCTORS LOCAL #16

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GLAZIERS LOCAL #1204

By: [Signature]  
Title: BUS - MGR  
Date: 1-19-15

HEAT & FROST INSULATORS #127

By: TC Ad  
Title: Business Manager  
Date: 1-13-15

IRONWORKERS LOCAL #8

By: [Signature]  
Title: BUSINESS MANAGER  
Date: JANUARY 13, 2015

LABORERS LOCAL #330

By: Tom Marcelle  
Title: BUSINESS MANAGER  
Date: 1-13-2015

NORTH CENTRAL STATES REGIONAL  
COUNCIL OF CARPENTERS

By: Joseph M. Meade  
Title: Directors  
Date: 1-13-2015

OPERATING ENGINEERS LOCAL #139

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OPERATIVE PLASTERERS & CEMENT  
MASONS LOCAL #690

By: Daniel Izuelki  
Title: BUS. MGR.  
Date: 1-19-15

INTERNATIONAL UNION OF  
PAINTERS & ALLIED TRADES, DC 7

By: [Signature]  
Title: BOB MILL  
Date: 1-19-15

PLUMBING & STEAMFITTERS LOCAL #400

By: [Signature]  
Title: Business Manager  
Date: 1/9/15

ROOFERS LOCAL #06

By: [Signature]  
Title: Bus Mgr  
Date: 1-20-2015

SHEET METAL WORKERS LOCAL #18

By: Nicholas Zecch  
Title: BUS. REP.  
Date: 1/12/2015

SPRINKLER FITTERS LOCAL #060

By: [Signature]  
Title: Business Manager  
Date: 1/19/15

TEAMSTERS LOCAL #662

By: [Signature]  
Title: Business Representative  
Date: 1/19/15

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_