

AGREEMENT

THIS AGREEMENT made and entered into this **1st day of JUNE, 2023**, by and between the **ASSOCIATED GENERAL CONTRACTORS OF WISCONSIN INC.**, hereinafter referred to as the "**EMPLOYER**," and the **OPERATIVE PLASTERERS' & CEMENT MASONS LOCAL# 599 Area 204**, hereinafter referred to as the "**UNION**."

WITNESSETH

That the parties heretofore and in consideration of the mutual promises and obligations hereinafter imposed and mutual benefits derived agree to and with each other as follows.

ARTICLE 1- UNION SECURITY/RECOGNITION

(A) The Union also recognizes the Associated General Contractors of Wisconsin, Inc., as the Bargaining unit for all Employers who have so authorized the association to bargain on their behalf for all work covered hereunder. 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 a party to this master agreement, also become part of said multi-employer bargaining unit, and said individual employer authorizes the association to negotiate successor Master Agreements on its behalf and said individuals employer specifically adopts all provisions of any successor master agreement entered into between the association and the union. Withdrawal from the multi-employer bargaining unit may be accomplished only by written notice to the association, at least sixty (60) days, but not more than ninety (90) days prior to the 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.

(B) All employees who are members of the Union on the effective date of this agreement shall be required to remain in good standing in the Union as a condition of employment during the term of this agreement. New employees shall be required to become and remain in good standing in the Union as a condition of employment during the term of this agreement. New employees shall be required to become and remain members of the Union as a condition of employment after the seventh (7th) day following the date of their employment or the effective date of this agreement, whichever is later. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

{D} The Union agrees to protect, defend (including providing the legal defense), indemnify and hold harmless any Employer who is bound by this Agreement against any loss, damages and costs and against any actions, demands, claims or other forms of liability asserted by any person or government agency that may arise out of or by reason of action taken by any such Employer in agreeing to and complying with this Article of the Agreement. The parties shall mutually agree upon the selection of the attorney who will provide legal defense.

ARTICLE II - DURATION

This agreement shall be in full force and effect from June 1, 2023 through May 31, 2026, and from year to year thereafter, unless either of the parties notifies the other in writing at least sixty (60) days prior to the expiration date or announces date thereof of its intent to terminate or modify this agreement.

A \$3.00 increase to the "total package" shall be effective as of June 4, 2023 for each classification. An additional \$2.50 increase to the "total package" shall be effective as of June 1, 2024. An additional \$2.25 increase to the "total package" shall be effective as of June 1, 2025.

It is further agreed that over the term of this Agreement that the Union, AGC and the signatory Employers will assign four representatives for labor and four representatives for management who shall meet on a quarterly basis to review and discuss:

- The effectiveness of this Agreement;
- Safety-related issues and joint initiatives;
- Workforce development and recruitment collaboration and activities;
- Fringe benefit issues and trends including alternative defined benefit pension design plans;
- Industry issues; and
- Other issues as required.

The meetings shall be scheduled at mutually agreeable times and places.

ARTICLE 111- GENERAL CONDITIONS

SECTION 1 - WORK DAY AND WORK WEEK

- (A) Five (5) days from Monday to Friday, inclusive, shall constitute a workweek.
- (B) Eight (8) hours between the hours of 6:00 a.m. and 4:30 p.m. shall constitute a work day.
- (C) Starting time before 8:00 a.m., the Employer agrees to work all crafts on a project at the same starting time with proper notification to the Union:

6:00 a.m. to 2:30 p.m.

6:30 a.m. to 3:00 p.m.

7:00 a.m. to 3:30 p.m.

- (D) All time worked in excess of the regular eight (8) hour day shall be paid for at overtime rates.
- (E) No work shall be performed before 6:00 a.m., except in the case of emergency or permission granted by the local Union.
- (F) By notification of the Employer to the Union representative, a work week may consist of four (4) ten (10) hour days paid at the regular hourly rate. This work week would be scheduled Monday through Thursday, with Friday as a make-up day. The ten (10) consecutive straight time hours with one-half hour lunch break may be worked between 6:00 a.m. and 6:00 p.m.
- (G) Employers shall attempt to provide a minimum of three(3) days' work within a given work week when calling on an employee to perform bargaining unit work.

SECTION 2 - OVERTIME RATES

(A) Overtime rates of one and one-half (1 ½) times the regular hourly rate shall be paid for all work performed in excess of the work time designated and Saturday except that double time the regular hourly rate shall be paid for all work performed on Saturdays after eight (8) hours of work, holidays and Sundays. **Holidays** shall be defined as the following: Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day and Thanksgiving Day. For the purpose of this agreement, any of the above designated holidays which fall on Sunday Shall be observed on the following Monday, and falling on Saturday shall be observed on the preceding Friday.

(B) No work to be performed on Labor Day except in extreme emergency and only by permission of the union.

SECTION 3 - WORK SHIFTS

(A) A work 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 work day as provided for in this agreement.

(B) Approved shifts shall not be classified at overtime rates. Where shifts are worked, the

first (1st) shift shall work eight (8) hours for eight (8) hours pay. The second (2nd) and third (3rd) shifts shall receive eight (8) hours pay for seven (7) hours worked.

(C) Saturday 8:00 a.m. until Monday 8:00 a.m. shall not be included in shifts except at the established overtime rate.

(D) An employee shall not work more than one (1) shift in any twenty-four (24) hour period except at overtime rate of pay.

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

SECTION 4 - SHOW-UP TIME

All employees shall receive show-up time in the amount of two (2) hours if not put to work, except in the case of inclement weather or conditions caused by inclement weather or machinery breakdown. Where alternative work in the Cement Masons jurisdiction is available, and an employee reports to work, he/she shall be put to work for a minimum of (2) hours.

SECTION 5 - PAYMENT OF WAGES

(A) Contractors shall pay once each week and shall be allowed three (3) working days from the end of the payroll period to the date on which checks are, at Contractors option, either distributed on the job or placed in the U.S. Mail postmarked within the limit specified herein, or directly deposit through electronic fund transfer at a financial institution of the Employee's choice.

(B) The payroll stub shall show straight time, overtime hours and all taxable deductions mutually agreed upon between the Employer and the employee or the employee's duly authorized representative.

(C) Each employee will legibly complete a timecard, on a daily basis, supplied by the Employer and submit the time card to the person designated by the Employer.

SECTION 6 - JOB STEWARD

(A) The Employer agrees to recognize the right of the Union to select from the working force on the job site, a steward to act in behalf of the Union. A steward shall be required to do a full day's work, unless requested otherwise by the Employer. Said member shall not be discharged or discriminated against for performing his/her duties but may otherwise be terminated at any time. The Union agrees to inform the employer as to who the authorized steward shall be.

(8) The business representative or authorized representative of the Union shall be permitted to visit all job sites but shall in no way interfere with the progress of work. The business representative shall inform the job Superintendent or job Foreman that he is on the job, he must also abide by all visitation and safety rules of the Employer and owner.

SECTION 7- LUNCH PERIOD

A lunch period taken after five (5) consecutive hours of work shall be paid for at one and one half (1 ½) times the hourly rate of pay for the one half (1/2) hour lunch.

SECTION 8-GENERAL RULES AND UNDERSTANDINGS

- (A) There shall be no limitations to the amount of work an employee shall perform during his working day.
- (B) The Employer agrees that he/she will hire sufficient amount of Cement Masons so that the Cement Masons will be able to do their work in a workmanlike manner.
- (C) It is agreed that before concrete is ordered which will contain additives for quick set-up, the Cement Mason(s) shall be consulted.
- (D) No foreman shall use abusive language to his/her employees.
- (E) **Hard hat** Employees shall be allowed to wear his/her own hard hat unless the Employer insists on company hard hat. If so, it must be clean and have a new sweat band.
- (F) Employees shall not be liable for payment of such tools which are stolen or broken unless by employees neglect.
- (G) The Employer or his/her agents are requested not to work any man/woman who appears in an intoxicated condition or under the influence of drugs.
- (H) Employees required to leave their employment on a temporary basis on behalf of the Union activities, shall not be discriminated against, nor laid off because of such activities and shall be compensated for any loss of wages by the Union.
- (I) Employees who take a vacation should give proper and reasonable notice to the Foreman, Superintendent, or Employer.
- (J) Employers shall make proper facilities for sanitary conditions. Drinking water shall be from paper cups or bubbler. Toilet facilities shall be provided for on all jobs. Heated and dry shelter.
- (K) The Employer shall make every reasonable effort to provide but not pay for adequate parking for the worker on or near the job site.
- (L) Full wages per hour shall be paid to employees transferring from one (1) job to another during the work day.
- (M) If an employee is injured in the course of his/her employment and requires medical attention away from the job site, returns to work on the job site on the same day of his/her injury, he/she shall be paid for all hours away from the job site for which he/she received medical attention.

(N) In cases where an employee is injured in the course of his/her employment because of the Employer's negligence and the Employer is assessed an additional fifteen percent (15%) penalty under worker's compensation law, the employee shall be paid for a full eight (8) hours of work at the regular rate on the date of injury.

(O) The Union will have the right to request that the Employer terminate any employee not in good standing with the Union.

(P) Employees shall not use cellular phones, pagers and other personal entertainment devices while working on the project site. Use of such equipment, unless specifically authorized by the employer, shall be confined to non-working hours, including the lunch break.

(Q) There shall be a Cement Mason employed on all jobs where the customary tools such as straight edge used to finish concrete, darby, float, trowel, and templates require to finish concrete are used to do cement finishing work.

(R) The Employer **cannot** leave one (1) man alone on any job after hours of darkness where probable safety hazards exist.

(S) On tunnel work, the Employer shall use any proper method to be sure that the air is fit for human respiration.

(T) The Employer shall furnish cement masons with appropriate respiratory protection devices while grinding or other work requiring such protection and proper provision shall be made by the employer to keep said apparatus sterile for use by employees.

(U) It is stipulated and agreed by and between the parties to this agreement that the act of the Operative Plasterers' and Cement Masons International Association and its officers and agents, shall not in any manner become a party to this agreement, nor is there a duty, liability, or obligation imposed upon the International Association, its agents or officers respecting the terms of and the conditions of this contract in any manner whatsoever.

(V) Employers shall furnish all specialty tools not normally furnished by the cement mason, such as goggles, respirators, bull floats, bush hammers.

(W) On any work crew of cement masons that number four (4) or more, there shall be appointed by the Employer a Cement Mason Foreman whose responsibility shall be to direct that work crew of Cement Masons in their ordinary duties of cement finishing. The foreman's rate of pay shall be two dollars and fifty cents (\$2.50) over the negotiated scale of wages agreed upon.

(X) On all job sites in this jurisdiction, at least fifty percent (50%) of the Cement Masons employed shall be members of Local #599 Area 204. If the Employer requires an employee with specific training and skills to satisfy the fifty percent (50%) rule, and the Union cannot supply a member of Local #599 Area 204 who meets the requirements, then the Employer may use another union cement finisher.

SECTION 9 - SAFETY

The Employers, the Union, and the employees covered by this agreement shall comply with all rules and laws pertaining to safety and sanitation established by federal, state and local governments. Safety devices provided by the employers shall not be removed by the workmen, and where individual safety devices are provided by the employer to be worn by employees, they shall be worn. The Union shall cooperate with the employers to see that these provisions are carried out and enforced. Failure to comply with this requirement of wearing safety devices when provided is cause for discharge. Any equipment furnished by the Employer shall remain the property of the owner.

ARTICLE IV - SUB-CONTRACTING CLAUSE

SECTION 1

(A) It is agreed that the Employer will not sublet any work in the jurisdiction of the O.P. & C.M.I.A. Area 204 which he has contracted or agree to do to any person, firm or corporation unless at the time of subletting such sub-contractor is bound by the applicable collective bargaining agreement of the trades involved to provide the wages, fringe benefits and working conditions provided in such collective bargaining agreement.

(B) If federal or state regulations require the use of Minority Business Enterprises or Women's Business Enterprises, Disadvantaged Business Enterprises or Small Business Enterprises and the Union Minority Business, Women's Business, Disadvantaged Business or Small Business Enterprises are not available, the Employer has the right to use non-union MBEs, WBEs, DBEs or SBEs.

SECTION 2- PICKET LINE

(A) It shall not be a violation of this agreement nor cause for discharge if an employee, in the course of his/her employment, refuses to cross a picket line legally established by the building trades craft unions or of the AFL-CIO affiliated unions.

ARTICLE V - SUBSTANCE ABUSE TESTING

(A) The parties to this Agreement recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. All companies signatory to this Agreement and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug free, alcohol free, safe healthy work environment for all employees. The AGC of Wisconsin Construction Trades Substance Abuse Testing & Assistance Program, the full terms and conditions of which are hereby incorporated into this Section by this reference, details the program to which all companies and Unions signatory to this Agreement endorse and agree to abide by. See "Appendix A," attached at the end of the contract.

(B) 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 to pay the sum established for such program in Article XIII - Wages.

ARTICLE VI - WORKMEN'S & UNEMPLOYMENT COMPENSATION

SECTION 1

If the Employer is not subject to the provisions of the Wisconsin Unemployment and Workmen's Compensation law at the time of the signing of this agreement, he/she agrees to make application for said coverage as required by statutes.

SECTION 2 - SEPARABILITY

In the event that any part of this agreement is found to be illegal by any court of law or by any federal or state administration agency, it is distinctly understood that the remainder and balance of this agreement shall remain in full force and effect for the term of the agreement and that such a finding shall not affect the remainder of this agreement. For this purpose the provisions of this agreement shall be severable and the illegality of one shall not make the remainder of this agreement null and void.

ARTICLE VII - EXISTING BENEFITS

Any employees who, at the time of the execution of this agreement, are receiving wages, fringes, subsistence and travel time that are not part of the final negotiated contract, shall suffer no reduction in those items unless so specified.

ARTICLE VIII - ASSIGNMENTS & JURISDICTIONAL DISPUTES

SECTION 1

(A) The Employer's assignment of work described in this agreement to members of the bargaining unit is void in the case of work assigned by another collective bargaining agreement if it is claimed by another collective bargaining unit, labor organization or craft. In such cases, the Employer shall continue with his original assignment until the jurisdictional claim in the dispute is resolved under this article.

(B) In the event of a jurisdictional dispute, it is agreed by the parties that there shall be no strike, work stoppage, slow down or other coercive activity by the Union or its members while a dispute is pending and the craft assigned to and doing the work shall continue with the assignment until the jurisdictional dispute is resolved.

(C) For a claim of improper assignment to merit consideration for assignment of members of the claiming craft, the claim of improper assignment must be made in writing within twenty-four (24) hours to the employer from the time of or discovery of the claimed item award. When such claim is made, the local representative of the local unions involved in the jurisdictional dispute shall make every effort to settle the dispute. If these local representatives of the local unions fail

to resolve the jurisdictional dispute within seven (7) days after the dispute has been referred to them, it is further agreed that the proper representatives of the International Union of the local unions involved shall be informed and requested to act to settle the jurisdictional dispute.

(D) If the representative of the International Unions fail to settle or resolve the jurisdictional dispute within ten (10) days after the dispute has been referred to them, then the dispute shall be referred to the National Joint Board for settlement of jurisdictional disputes for settlement and adjudication in accordance with the rules and regulations issued by such national joint board and approved by the Building and Construction Trades Department of the AFL-CIO.

SECTION 2 - PRE JOB

On any project on which the contractor is to utilize sub-contractors, the Union may request in writing, a pre-job conference. Upon such notification, the union and the Employer shall jointly establish a time and place for a pre-job conference.

ARTICLE IX- OPERATIVE PLASTERERS' & CEMENT MASONS JURISDICTIONAL WORK

SECTION 1 -JURISDICTION & AREA

(A) DANE, GRANT, GREEN, IOWA, LaFAYETTE & ROCK

(B) The craft jurisdiction of this union shall be such as has been established by agreements and memorandums of understanding with other crafts, awards contained in the green book, and results of decisions of the National Joint Board for the settlement of Jurisdictional Disputes.

(C) Members of Area 204 working outside of the Madison jurisdiction at the request of the Employer, shall receive pension and health benefits equal to Area 204's.

SECTION 2 -TRAVEL AND SUBSISTENCE

Each employee reserves the right to negotiate a travel subsistence when asked by the Employer to travel outside the jurisdiction of Area 204 (Dane, Grant, Green, Iowa, Lafayette and Rock counties). Should an employee elect not to travel, the employee shall be put to work locally. However, if there is no local work available, the Employer reserves the right to lay off the employee for the lack of work.

SECTION 3- CEMENT MASONS JURISDICTION

All concrete construction, such as buildings, bridges, elevators, concrete stacks, all curb and gutter and sidewalk forms, all footing, and pad forms one board high, all metal mechanical screeds and all shut-off's notched or fitted if they are used to screed from. All sand blasting of concrete as well as all bush hammering, all grinding of exposed finished surfaces including floors. The cutting of nails and wall ties in preparation of patching, all concrete slabs and all flat surfaces of concrete. The curing of finished concrete wherever necessary whether by compounds chemical or otherwise. The rodding, darbying, floating, troweling by either hand or machine. The pointing and patching around all metal or steel window frames and steel doors frames set in concrete. All dry packing, grouting and finishing in connection of setting machinery, base plates and the leveling thereof in the erection of steel columns. All fabricating

of pre-stressed beams, columns, floor slabs, joists and the setting of the same when fabricating is done on the construction site. (Pending meetings of committees on rewrite of jurisdictional claims). The spreading, finishing of all epoxy materials on floors and the six inch base shall come under the jurisdiction of the Cement Mason. Cement Masons claim the waterproofing of all work included in their jurisdiction such as Thoro seal, Ironite, Plasterweld and any similar regardless of the tools used or the method of application. All soft expansion materials, all screeds metal or wood, The operation of the Laser Screed. The contractor shall determine how to properly staff the laser screed. All metal keyways that are to remain in the concrete. All joint sawing on commercial work and city sidewalk. The stamping, stenciling, staining and coloring of **horizontal decorative concrete**.

SECTION 4- REFERRAL SYSTEM

In order to maintain an orderly and efficient system of production in the industry and an orderly procedure of referral of applicants for employment and to preserve the legitimate interests of employees in their employment, the Employer and the Union agree to the following plan of referral of applicants to employment.

(A) The Employer shall have the right to employ a minimum number of key employees who may consist of a foreman, superintendent and general foreman. In addition, the Employer shall have the right to employ directly on any job in the locality in which the Employer has his/her place of business, all employees are required on such jobs or job provided such employees are regular employees of the employer during the previous twelve (12) months

(B) All other employees required by the Employer shall be furnished by the Union.

(C) The Employer has the right to reject any applicant who is not mechanically qualified.

(D) The Union shall register all applicants for employment on a basis of individual qualities and skills.

GROUP "A" All those applicants who duly qualified as journeymen cement masons.

GROUP "B". All those applicants who primarily work curb and gutter and highway construction.

GROUP "C" All those applicants classified as apprentices .

(E) The Union shall select and refer applicants of employment without discrimination against applicants by reason of membership or non-membership in the Union and such shall not be affected in any way by rules, regulations, by-laws, constitution provisions or any other aspect or obligation of Union membership policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan.

(F) The provisions set forth in this Article notwithstanding, the right of any applicant for referral may be suspended in accordance with the following:

(i) Should any person referred for employment be terminated for just cause, he or she shall receive a written warning from the Union describing potential penalties if additional just cause terminations should occur in the future. Should the same person be terminated for cause

a second time within a twenty-four (24) month period, his or her referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a fourth time within the same twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely. The twenty-four (24) month period shall begin with the written warning from the Union, and additional terminations within the twenty-four (24) month period shall not extend the twenty-four (24) month penalty window.

(ii) A termination shall not be considered "for just cause" if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination "for just cause." A grievance challenging the propriety of a termination shall be processed in accordance with Article V.

(iii) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of two (2) members appointed by the Union and two (2) members appointed by the Association, may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine that equity requires such action. The Termination Review Committee shall not have authority to determine if a termination was "for just cause."

SECTION 5 HIRING

(A) The Union shall maintain each of the separate group lists previously set forth, which will list the applicants within each group in the order of the date they register as available employment.

(B) If the registration list is exhausted and the Union is unable to refer applicants of employment to the Employer within forty-eight (48) hours from the time of receiving the employer's request, (Saturdays, Sundays and holidays excluded), the Employer shall be free to secure applicants, without using the referral procedure, but such applicants, if hired shall have the status of (temporary employees). The employer shall notify the business representative of the names and social security numbers of such temporary employees.

(C) The local Union through its examining board, shall examine all job applicants who have not been previously examined by a duly affiliated local Union of the same international union, in order to determine the qualifications of the applicants in reference to referral. Such examinations shall be held once a month.

(D) The Employer and the Union shall post in appropriate places all provisions relating to the hiring arrangements set forth in this agreement

(E) The Employer and the Union agree that there will be no discrimination in employment based upon race, color, creed, national origin, sex, age or handicap, and that nothing elsewhere in this agreement shall be construed as requiring or permitting such discrimination. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative actions by either or both as are proper and necessary to ensure equality of opportunity in all aspects of employment.

ARTICLE X- PENSION & HEALTH FUNDS

SECTION 1- PENSION

(A) During the life of this agreement, each Employer covered by this agreement shall pay the sum stipulated in Article XIII - Wages per hour for each hour worked by all employees by this agreement to the trustees of the Operative Plasterers' & Cement Masons 204 Pension Fund. These payments shall be made not later than the fifteenth (15th) of each month following the month for which payment is being made.

(B) The parties to this agreement, and all Employers covered thereby, agree to be bound by all of the terms of the trust agreement governing the establishment, administration and operation of the Operative Plasterers' and Cement Masons Area 204 Pension Fund, and of the pension plan established there under, 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 trustees in accordance with the trust agreement and pension fund. The parties to this agreement, and all employers covered thereby, hereby accept as trustees the trustees appointed under and in accordance with such trust agreement and all succeeding trustees as shall have been or will be appointed under and in accordance with 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 their authority.

(C) The trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against and to be paid by any Employer who fails to make timely payment to the Operative Plasterers' & Cement Masons Area 204 Pension Fund in accordance with subsection (a) preceding.

SECTION 2 - SUPPLEMENTAL RETIREMENT FUND

(A) During the life of this agreement, each Employer covered by this agreement shall defer from each employee's base hourly rate the sum of \$0.00 to \$10.00, per hour, for each hour worked, to the trustees of the Operative Plasterers' & Cement Masons Local 599 Area 204 Supplemental Retirement Fund. Each employee covered by this agreement must state annually in writing to the fund office on or before June 1 of each year, what amount will be deferred. If an employee does not notify the fund office of any change in the deferred amount, the deferred amount shall remain the same as the preceding year.

(B) The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration and operation of the Operative Plasterers and Cement Masons Local 599 Area 204 Pension Fund, and of the Pension Plan established there under, as amended from time to time, and, further, agree to be bound by all the actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with such Trust Agreements. The Employer and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

(C) The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to the

Operative Plasterers and Cement masons Local 599 Area 204 Pension Fund in accordance with subsection (A) preceding.

SECTION 3 - HEALTH & WELFARE FUND

(A) During the life of this agreement, each employer covered by this agreement shall pay the sum as stipulated in Article XIII - Wages per hour for each hour worked by all employees covered by this agreement to the unions designated Welfare Fund. These payments shall be made not later than the fifteenth (15th) day of each month following the month for which payment is being made.

(B) The parties to this agreement, and all employers covered thereby, agree to be bound by all of the terms of the trust agreement governing the establishment, administration and operation of the Unions designated Welfare Fund, 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 trustees in accordance with the trust agreement. The parties to this agreement and all employers covered thereby, hereby accept as trustees the trustees appointed under and in accordance with such trust agreement and all succeeding trustees as shall have been or will be appointed under and in accordance with 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 their authority.

(C) The trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to the Unions designated Welfare Fund in accordance with subsection (a) above.

(D) At any time during the term of this agreement, the union, upon providing the employer with a sixty (60) day written notice, may designate an alternative health and welfare fund for whom the employer shall make contributions in accordance with the terms of this agreement, providing the union meets all withdrawal requirements from the existing fund and the union is responsible for any and all cost associated with withdrawing from an existing fund or joining a new fund.

In the event that the contribution rate for the alternative health and welfare fund is in excess of that provided for in this agreement, any additional contribution shall be taken from the employee's base hourly rate. If the contribution rate is lower, the difference shall be added to the employee's base hourly rate.

SECTION 4 – HOME-FUNDING

(A) For key or recruited employees, who are members of an OP&CMIA local union, the employer may make fringe benefit payments for **health and welfare, pension or pensions** contributions to the employee's home fund for the employee's home area. Pension contributions may be separate or combined, depending on the employee's home fund or funds. The hourly wage rate may be adjusted to reflect contributions at the home fund rates, but the total wage benefit package shall remain equal to the wage benefit package for the area in which the work is performed. Other remittances will be made in accordance with the contribution rates for the area in which the work is performed. Remittance forms will be provided by the OP&CIA and by the local union having jurisdiction over the area in which the work is performed.

(B) For employees, Cement Masons and/or Plasterers, working under this agreement, who are members of a local union that is not affiliated with the OP&CMIA. The employer shall direct all fringe benefit payments for the health and welfare and pension contributions to the employee's home area fund, and not to the funds of locals affiliated with the signatory OP&CMIA Local 599 or 633 at rates designated by the pension and health and welfare for the local area union fund to which the employee belongs. The employee's hourly base wage will be adjusted upwards or downwards to reflect contributions at the home fund rates, but the total wage benefit package shall remain equal to the wage benefit package negotiated under this collective bargaining agreement. Other remittances, including those for working dues, all education fund contributions, or any industry pension fund that might be established, shall be made for all employees in accordance with the contract for the area in which the work is being performed, in accordance with the area remittance form provided by the OP&CMIA.

(C) Industry promotion fund: upon providing sixty (60) days written notice to the employer's signatory to this agreement, the union may establish an industry promotion fund to which the union shall require remittances from the employer negotiated under this collective bargaining agreement.

SECTION 5 - PENSION & WELFARE COLLECTIONS

(A) The trustees of the Operative Plasterers' & Cement Masons Area 204 Pension Fund and of the Unions designated welfare Fund (to which fund's payments are required to be made by Employers under this agreement) may for the purpose of collecting any payments required to be made to such funds, including damages and costs and for the purpose of enforcing rules of the trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this agreement.

(B) If at any time either or both funds (sections 1 & 2) are discontinued, those amounts shall revert to the employee.

(C) The Employer agrees to submit fringe benefit payments on all union and non-union employees covered by this agreement.

(D) All payments to the fringe benefit funds during the term of this collective bargaining agreement are deemed to be paid pursuant to this collective bargaining agreement.

(E) The Employer shall promptly furnish to the trustees of any fringe benefit fund or their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this agreement, including any relevant information that may be required in connection with the administration of the trust fund.

(F) The Employer agrees that the Union may apply the increase in monies bargained for during these negotiations as the Union sees fit, for wages, pensions, health and welfare funds, vacation funds, training funds (educational) and any other funds existing under present collective bargaining agreements of the Cement Masons Unions. It is agreed that during the term of this contract, management and the labor organizations will work for the goal of consolidating all existing craft funds for the purpose of reducing administrative expenses and improving benefits.

(G) In the event national health insurance becomes law, this agreement shall be open for the sole and exclusive purpose of apportioning the amount of then-current hourly contribution required by this article between national health insurance, the Unions designated Health Care Fund contribution and wages. The reapportionment shall be made in accordance with the trustees of said fund and the negotiating committees of the AGC of Wisconsin, and O.P. & C.M.I.A. Local #599 Area 204.

ARTICLE XI - APPRENTICESHIP & TRAINING FUND

SECTION 1

(A) The Employer shall pay into the Wisconsin O.P. & C.M.I.A. Journeyman and Apprenticeship Training Fund the sum per hour specified in article XII wages, here to for each hour an employee works, by the fifteenth (15) day of the following month.

(B) The Employer and the Union and all employees covered by this agreement agree to be bound by all terms of the Wisconsin O. P. & C.M.I.A. journeyman's and apprenticeship training fund, and by all of the actions of the trustees administering such apprenticeship and training funds in accordance with the trust agreement, plan and rules shall not be inconsistent with this agreement. Each Employer covered by this agreement hereby accepts as trustees the trustees appointed in accordance with the respective trust agreements. The Employer hereby ratifies all actions already taken or to be taken by such trustees consistent with applicable law and within the scope of their authority.

(C) Payment to the apprenticeship and training fund are to be made at the end of each month on forms prescribed by the trustees of the of the respective fund, but no later than the fifteenth (15) day of the following month, after which time payments will be considered to be delinquent. In the event an Employer becomes delinquent in its payments to the fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment is such event, such Employer shall be assessed 5% of the delinquent contributions, but in any event not less than ten dollars (\$10.00) which amount shall immediately become payable to the trust at its principal office as liquidated damages and not as a penalty. Payments and liquidated damages unpaid by the first day of the month following the due date shall bear interest at the maximum rate allowable by law but not to exceed 11/4 % per month.

(D) Employers who fail to remit timely payments shall be subject to having this agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, unless the Employer shows satisfactory proof that the payments are not delinquent to the Wisconsin O.P. & C.M.I.A. Journeyman and Apprenticeship Training Fund.

ARTICLE XII - DUES CHECK-OFF

SECTION 1

(A) The Union shall give the Employer thirty (30) days notice before implementing dues check-off.

(B) Upon Employer's receipt of the employee's written authorization, which shall be irrevocable for not more than one year or the term of this agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, dues 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 to the Wisconsin Masons Benefit Funds 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 Employer pursuant to this agreement. Such written authorization by an employee may be revoked by the employee during a ten (10) day period prior to the anniversary or termination date of the 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.

(C) Upon the Contractor's request, the Union shall furnish the Contractor with a copy of any employee's voluntary written authorization for check-off of membership dues, including for those employees for whom the Contractor has already been making such deduction(s). Failure of the Union to submit a copy of such authorization shall relieve the Contractor of any obligation to make a deduction hereunder. For any person who provides the Union with a voluntary written authorization for check-off of membership dues on June 1, 2017 and thereafter, the Union agrees that it will provide a copy of said voluntary written authorization for check-off of membership dues to the Contractor that employs that person, upon request. Failure of the Union to submit a copy of such authorization shall relieve the Contractor of any obligation to make a deduction hereunder. The provisions of this section are enforceable to the extent permitted by law.

(D) The Union agrees to protect, defend (including providing the legal defense), indemnify and hold harmless any Employer who is bound by this Agreement against any loss, damages and costs and against any actions, demands, claims or other forms of liability asserted by any person or government agency that may arise out of or by reason of action taken by any such Employer in agreeing to and complying with this Article of the Agreement. The parties shall mutually agree upon the selection of the attorney who will provide legal defense.

(E) Within 14 days after the Employer notifies the Union that it has hired an employee to perform work covered by this agreement, the Employer shall provide the Union by email the following information: (1) the employee's full name; (2) the employee's home address; (3) the employee's telephone number; (4) the employee's email address; and (5) the employee's most recent job site location. However, should an Employer's failure to notify within 14 days be the result of clerical error or inadvertent act, it shall not be grievable nor shall the Employer be subject to any monetary penalty or damages.

(F) In order to facilitate the payment by employers of the contributions to the Operative Plasterers' and Cement Masons Area 204 Pension Fund and to the Unions designated Welfare Fund, required to be made pursuant to sections 1, 2 and 3 of Article X, there is hereby established a central clearing office, such clearing office to be operated and administered, under the name "Wisconsin Masons Benefit Funds" by the contract administrator employed from time to time by the trustees of the Wisconsin Masons Pension Fund for the administration of such pension fund.

(G) During the life of this agreement, all Employers covered by this agreement, shall pay the contributions required to be made to the several funds enumerated in section 1,2 and 3, of Article X to the Wisconsin Masons Benefit Funds (the central clearing office) for distribution to the trustees of these funds or to their authorized agents or depositories. All such contributions intended for the several funds may be paid with a single remittance, such remittance to be made payable to "Wisconsin Masons Benefit Funds" and to be sent, together with the required remittance reports, to:

WISCONSIN MASONS BENEFIT FUNDS
US Bank
P.O. BOX 78013
Milwaukee, WI. 53278-0013

Said contributions shall be paid at such intervals and at such times as is provided for in sections 1, 2 & 3 of this article.

(H) The costs and expenses of operation of the central clearing office shall be borne pro rata by the several funds participating in said central clearing office, including by the funds provided for under this agreement.

(I) The provisions of this Article are enforceable to the extent permitted by law.

ARTICLE XIII • WAGES

SECTION 1 • JOURNEYMAN RATE OF PAY

Any wages paid above the collectively bargained rate for each classification is premium pay, and is determined at the sole discretion of the Employer.

Effective: June 1, 2023 to Jun2, 2024

	BASE RATE	DUES	H&W	PENSION	APP.	BIG/STEP	IAP/CA	SATAP	TOTAL PKG.
Cement Mason	\$40.42	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$66.16
Foreman	\$44.67	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$70.41
Apprentices									
0-700 75%	\$30.32	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$52.15
700-1400 79%	\$31.93	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$54.15
1400-2100 83%	\$33.55	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$55.19
2100-2800 87%	\$35.17	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$56.71
2800-3500 91%	\$36.78	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$58.24
3500-4200 95%	\$38.40	-\$2.70	\$10.50	\$14.19	.90	.01	.13	.01	\$59.76

* Working dues contributions are deducted from base rate after taxes.

In consideration of the payment of volume dues and other fees AGC members pay eight cents (\$.08) per hour to the IAP/CA Fund.

SECTION 2 - APPRENTICE RATE OF PAY

0 - 700 hours -----	65% of journeyman's rate of pay+ 10% related training= 75%
701 - 1400 hours-----	69% of journeyman's rate of pay+ 10% related training = 79%
1401 - 2100 hours-----	73% of journeyman's rate of pay+ 10% related training = 83%
2101 - 2800 hours-----	77% of journeyman's rate of pay+ 10% related training= 87%
2801 - 3500 hours-----	81% of journeyman's rate of pay+ 10% related training= 91%
3501 - 4200 hours-----	85% of journeyman's rate of pay+ 10% related training = 95%

SECTION 3

(A) It should be noted that employees required to wait for their pay, should be paid at the regular rate of pay of straight time for regular working hours and regular working days until such time payment is made.

(B) Any drafted temporary help from other crafts used to assist the cement mason in an emergency to save concrete from spoiling shall be paid the cement masons scale of wages and Benefit's when pouring cement.

(C) Any Employer who employs apprentices shall abide by all rules set forth by indenture papers.

(D) It shall not be permissible for an apprentice to be employed when a journeyman cement mason is not employed.

(E) Effective June 1, 2002 Pension contributions for an apprentice shall be reduced by one dollar fifty cents (\$1.50) per hour for the life of the employee's apprenticeship. **(For all apprentices starting after June 1, 2002)**

(F) If an Employer employs more than four (4) Cement Mason Journey persons the Employer must employ at least one apprentice. The minimum ratio of journey persons to apprentices shall be eight (8) to one (1). The Employer, at its discretion, may reduce the ratio to three (3) to one (1). Employers' not hiring and training apprentices will be required to pay to Local 599 Apprentice and Training Fund two (2) time the base contribution specified for each craft worker employed.

This requirement is effective no later than June 1, 2006:

(G) Effective June 1, 2005 there shall be no pension contribution required for the first 780 hours of work for an apprentice.

SECTION 4-TRAINEE RATE OF PAY

(A) Beginning rate of pay to be established by Local 599 in consultation with the Employer.

(B) 1st 12 month period 85% of the journeyperson rate of pay
& 0-1200 hrs

2nd 12 month period 90% of the journeyperson rate of pay
& 1201-2400 hrs

3rd 12 months period 95% of the journeyperson rate of pay
& 2401-3600 hrs

TRAINEE MUST COMPLETE BOTH TIME AND HOURS TO RECEIVE INCREASE

(C) In addition to the above scale, the working conditions and fringe benefit contributions as set forth in this contract for journeyperson Cement Masons apply.

(D) Beginning rate of pay to determine length of Trainee period.

(E) In consultation with the Employer, the Union reserves the right to upgrade a Trainee to a journeyperson any time after six (6) months.

(F) Such Trainees are examined at least once a year by the examining board of the Union to determine their rate of progress and to determine if each individual trainee is a burden on the Employer or the Cement Mason on the job.

ARTICLE XIV - GRIEVANCE PROCEDURE

(A) All grievances arising under or concerning this agreement shall be submitted within thirty (30) days from the date of the occurrence and shall first be submitted to an authorized representative of the Union or to a representative of the Employer. The Employer and the Union shall attempt to dispose of the grievance within forty eight (48) hours.

(B) Grievance Committee. In the event the matter is not settled, it shall be referred to the Grievance Committee consisting of three (3) Employer Representatives, selected by the Association, and three (3) Union Representatives, selected by the Union. The determination of the Grievance Committee shall be final and binding and be governed by majority vote with each member thereof having one (1) vote, and, in the event a full complement of members of either side does not attend the meeting, those members of the particular side in attendance shall each have a proportionate portion of the vote of the absent member.

(C) Arbitration. Should the Grievance Committee be unable to resolve the matter, then the Union or the Employer may request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. All arbitrators shall have experience in construction-related disputes. From the list so submitted, the parties shall, within seven (7) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains. The person whose name so remains shall act as the arbitrator. The parties recognize that time is of the essence.

(D) It is understood that there shall be no stoppage of work during the period of arbitration and that the decision of the arbitrator shall be final and binding upon both parties. Each party to bear the expenses of the arbitration, excluding any legal fees.

{E} In the event the arbitrator finds a violation of this agreement, he/she shall have authority to award back pay to the aggrieved person or persons in addition to what other or further remedy may be appropriate.

{F} The trustees or administrators of the fringe benefit funds provided for in this agreement may, for the purpose of collecting any payment required to be made to such funds, seek any appropriate legal, equitable or administrative relief and shall not be required to revoke or resort to the grievance or arbitration procedure otherwise provided for herein.

{G} The Grievance Procedure shall not apply to jurisdictional disputes or collective bargaining.

ARTICLE XV - MANDATORY JOURNEYMAN UPGRADE TESTING

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

{B} The Union and the Employers agree to promote and require a minimum of one (1) upgrade training courses per calendar year. Employees who do not get one (1) course of upgrade training per year will not receive the next taxable base wage increase (i.e. the portion of the annual wage increase that is not applied to fringes) until such time as the course(s) are completed. If the courses are completed mid-contract year, the employee will receive the increase at that time. The joint trustees of the Cement Masons Local 599 Area 204 Apprentice & Training Fund will determine the classes that qualify for this upgrade training. This requirement will be effective with the June 1, 2006 contract anniversary date.

{C} Both parties agree that they shall meet a minimum of once a year to develop an upgrade training program geared specifically for Cement Masons. This program shall be funded by Cement Masons Local 599 Area 204 Apprentice & Training Fund. If the provisions of paragraph C are not followed then the requirements of Paragraph B shall not apply.

{D} If an Employer provides certified training to the 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 Journeyman upgrading program. This information shall be available to signatory contractors from the Union for immediate verification.

{E} In order to maintain eligibility for employment all OPCMIA Local 599 Area 204 members must receive OSHA 10 or OSHA 30 training at least every 5 years. This provision shall become enforceable effective May 31, 2017, new members to the Union and apprentices shall comply with this provision within one (1) year.

ARTICLE XVI- INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION FEE

During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay per hour for actual time worked to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund for each employee covered by or subject to this Agreement the amounts specified in the Article XII - Wages. 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 Wisconsin Mason's Fund Office, P.O. Box 8550, Madison, Wisconsin 53708-8550.

Effective June 1, 2014, the hourly contribution rate shall be eleven cents (\$.11) per hour. In consideration of the payment of volume dues and other fees AGC members pay six (\$.06) per hour to the IAP/CA Fund.

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

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

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

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

INDEMNIFICATION

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

SIGNATURE PAGE

Signed: June 1, 2023

For the Employer:

Associated General Contractors
of Wisconsin, Inc.

ROBERT L. BARKER
Vice President

For the Union:

Operative Plasterers &
Cement Masons
Local 599, Area 204



TODD GRAY
Executive Business Manage