

**OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
LOCAL 599 AREA 257 LA CROSSE AND EAU CLAIRE AREA**

LABOR AGREEMENT

This Agreement, made and entered into on the 1st day of June 2023, by and between:

Employer

AND

**OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
LOCAL 599 AREA 257 LA CROSSE AND EAU CLAIRE AREA**

witnesseth that the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed, and mutual benefits derived, and for the purpose of preventing strikes and lockouts, and as a means of settling disputes between Employers and Employees, agree to and with each other as follows:

**ARTICLE I
DEFINITIONS**

SECTION 1: The above-mentioned Employer will be referred to in this Agreement as the "Employer". Whenever the term "Employer" is used in this Agreement, it is intended to mean and shall refer to, the individual Employers or Contractors represented in collective bargaining by such Employer and who employ Cement Masons.

SECTION 2: Local 599 Area 257 of the Operative Plasterers' and Cement Masons' International Association will be referred to in this Agreement as the "Union". The Operative Plasterers' and Cement Masons' International Association will be referred to in this Agreement as the "International Union".

SECTION 3: It is agreed that the National Agreement as now in force will be agreed to by all parties hereto. However, this Agreement will govern local conditions within the jurisdiction of the Union.

SECTION 4: This Agreement made and entered into as of June 1, 2023, by and between the Employer and the Operative Plasterers' and Cement Masons' International Association Local 599 Area 257 is for the term of three years, and shall apply to all Contractors hiring Operative Plasterers and Cement Masons within the jurisdiction of the Union from June 1, 2023, through May 31, 2026.

**ARTICLE II
JURISDICTION**

SECTION 1: The jurisdiction of the Local 599 Area 257 Plasterers and Cement Masons shall consist of the area of Eau Claire, Pepin, Pierce, Buffalo, Jackson, Trempealeau, La Crosse, Vernon, Crawford, Richland, Juneau and Monroe counties, or parts thereof, excluding municipalities on State Highway #35 up to and including Alma, Wisconsin, and La Crescent, Minnesota in its entirety.

SECTION 2:

A. The Union has claimed and demonstrated and the Employers signatory to this Agreement are satisfied and acknowledge that the Union represents a majority of the Employers employees in classifications of work covered by this Agreement. Therefore, the Contractors and the Employers hereby recognize the Union as the exclusive bargaining agent under Section 9 (a) of the National Labor Relations Act with reference to wages, hours of work and conditions of employment for all employees employed by the Employers on all present and

future job sites in the Counties and Areas represented by this Agreement in Article II Section 1.

B. This jurisdiction shall include all phases of cement finishing such as commercial, residential work, curb and gutter and that work which has been historically, traditionally, or jurisdictionally assigned to the members of the Operative Plasterers' and Cement Masons' International Association Local 599 Area 257, as defined in the constitution of the Union.

If the employer owns a curb and gutter machine, he will use Cement Masons in conjunction with the machine to finish the curb. If the employer does not own a curb and gutter machine, he may sub-contract this work.

ARTICLE III UNION SECURITY AND RECOGNITION

SECTION 1 UNION SHOP: The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the union for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment. All present employees covered by this Agreement who are members of the Union on the effective date of this section shall remain members in good standing as a condition of continued employment. All present employees who are not members of the Union on the effective date of this section, and all employees who are hired after such effective date, shall, as a condition of continued employment, become and remain members of the Union, during the life of this Agreement, on or after the seventh calendar day after their employment by any Employers or Employer covered by this Agreement, or seven days after the effective date of this section, whichever is later. Such seven (7) day period within which an employee is to join the Union shall be computed from the first day such employee enters the employment of any Employer covered by this Agreement. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

SECTION 2 DUES CHECK-OFF: Upon the 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, and remit the same in an amount as specified to the appropriate 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 was performed. Such form shall also show the various fund contributions made by the Employer pursuant to the agreement. Upon the Employer's request, the Union shall furnish the Employer with a copy of any employee's voluntary written authorization for checkoff of membership dues. Including those the Employer is already making such deduction (s).

SECTION 3: The Employer shall notify the Union after seven (7) days of hiring an employee to perform work that is covered by this agreement, and provide the Union the following information: (1) the employee's full name, (2) the employee's address, (3) the employee's telephone number, the employee's email address, (5) the employee's most recent job location. However, should the Employer's failure to notify the Union within 7 days be the result of clerical error or inadvertent act, it shall not be a grievance nor be subject to any monetary penalty or damages.

SECTION 4: The parties hereto acknowledge that the Employer is engaged primarily in the building and construction industry, that the employees represented by the Union are engaged in the building and construction industry and usually perform their duties on building and construction sites, and that they belong to a labor organization of which building and construction employees are members and thus agree that this Article may be enforced and the appropriate provisions of the Agreement come within the terms of Sections 9c and 8f of the National Labor Relations Act as amended in 1959.

SECTION 5 ENFORCEMENT: The Union will inform the Employer in writing of any Union employee who is not in good standing with the Union and serve notice for termination of employment until he or she is in good standing with Local 599 Area 257. The provisions of this section of the Agreement are enforceable to the

extent permitted by law.

SECTION 6 JOB STEWARD: 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. He or she shall not be discharged or discriminated against for performing his or her duties. The Union agrees to inform the Employer as to who the authorized steward shall be.

SECTION 7 PRE-JOB CONFERENCE: A pre-job conference at the request of the Union or, the Contractor may be arranged at a time convenient for both parties before the project starts, to exchange information that might help avoid unnecessary disputes. Pre-job conferences may be held by telephone if mutually agreeable.

SECTION 8: The Union agrees to protect, defend (including providing 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 Agreement. The parties shall mutually agree upon the selection of the attorney who will provide legal defense.

SECTION 9: The provisions of this Article are enforceable to the extent permitted by law.

ARTICLE IV HIRING OF MEN

SECTION 1: In the interest of providing an opportunity of employment for all qualified journeymen Cement Masons while, at the same time, securing fair distribution of employment for those journeymen who reside within the area covered by this Agreement, it is agreed that at all times during the progress of any and all jobs, fifty percent (50%) of the Cement Masons of the Operative Plasterers' and Cement Masons' International Association employed by the Contractor, plus the odd man, if any, shall have been residents of the area covered by this Agreement for the six months preceding employment. The remaining work force covered by this Agreement may be residents of the area or non-residents, at the discretion of the Employer.

SECTION 2: The Union agrees to furnish journeymen on a non-discriminatory basis as required by the Employer within twenty-four (24) hours after notice by the Employer, excepting those requests for journeymen to be furnished on Mondays, in which case the Employer will give notice no later than the previous Friday. If the Union fails to furnish journeymen and/or apprentices as required, the Employer may draw from whatever sources are available to meet the requirement at the time.

SECTION 3 DRUG/ALCOHOL TESTING:

A. The Employer hereby agrees to pre-fund the cost of the testing pursuant to the Standardized Drug Testing program through a cents-per-hour contribution as determined by the Standardized Drug Testing Committee and each employer agrees to pay the sum established for such program as indicated under Article XIV-Wages.

B. In order to maintain a safe work environment for all employees, an Employer may implement random testing of employees if it done so using the DOT-CDL standards. This shall be done at no cost to the union or employee. Bargaining unit members shall receive two (2) hours pay, at the regular pay, for all time related to employer mandated testing if done on their own time. Employees who test positive shall receive no pay for the time of testing if done on Employers time the employees receive pay for time spent getting the test.

C. The pool of randomly testing employees shall be updated the first day of each quarter by adding or deleting the names of new employees or employees who have been laid off, discharged or quit.

D. Local 599 Area 257 has adopted and implemented the Construction Trades Substance Abuse Testing and Assistance program. A complete program will be attached to the contract as Exhibit "A".

SECTION 4 THREE STRIKES: The provisions set forth in this Article notwithstanding, the right of any applicant for employment may be suspended in accordance with the following:

A. 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.

B. 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.

C. The provisions in subsection (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: With the exception of the foreman, if local Cement Masons are available and the Employer elects to bring in Cement Masons from another local and they are employed on such jobsite, all Cement Masons shall receive the highest wage rate paid on that particular job.

SECTION 6 FLEXIBILITY TO MODIFY AGREEMENT TO EXPAND OR RECOVER WORK:

The provisions of this Agreement may be modified by the Area Business Agent(s) with the approval of the Local 599 Business Manager at their discretion, for the purpose of organizing, holding a job union, maintaining or entering a particular market segment, to meet owner mandated rules and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidders signatory with the Union.

ARTICLE V HOURS OF WORK

SECTION 1: Five (5) days from Monday to Friday shall constitute a work week. A six (6) day week, Monday through Saturday may be implemented if Article V section 5 is used.

SECTION 2: Eight (8) hours shall constitute a day's work for the day shift and shall be performed between the hours of 6:00 a.m. and 4:30 p.m. An earlier starting time, paid at straight time, may be permitted on a project-to-project basis, with mutual agreement of a majority of the Employees and the Employer with notification to the Union. All time worked by the day shift after completion of an eight (8) hour day shall be paid at the rate of time and one-half. All time worked by a shift after 12 hours shall be paid at the double-time rate.

SECTION 3: All time worked on Sunday and legal Holidays and all time worked after 4:30 p.m. the day before a legal Holiday shall be paid at double the established rate of pay. Time worked between 6:00 a.m. Sunday

and 6:00 a.m. Monday is considered Sunday work. The same principle applies to Holidays. The recognized legal Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 4. Work Shifts: 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 workday as provided for in this Agreement. 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) shift shall work eight (8) hours at a \$1.50 premium and the third (3rd) shifts shall work eight (8) hours pay for eight (8) hours worked at a \$2.00 premium. All Shifts must work a minimum of eight (8) hours except when there are weather related conditions beyond the Employers control. An Employer may assign other work other than Cement Mason work to fulfill the employee's eight (8) hour shift. Saturday 8:00 a.m. until Monday 8:00 a.m. shall not be included in shifts except at the established overtime rate. An employee shall not work more than one (1) shift in any twenty-four (24) hour period except at overtime rate of pay. No employee shall be required to work a broken shift.

SECTION 5: Saturday or Extended Work week, Make-up Days: (Weather related conditions beyond the control of the Employer). Saturday, may be implemented at the straight time hourly wage rate provided there is mutual agreement between the Employer and majority of the employees if the lost time is eight (8) or more hours it may be made up on Saturday at the straight time hourly wage. All work after forty (40) hours shall be paid at time and one half. Those employees who lost the eight (8) hours must be part of the crew working, as long as there is enough work to employ all of them. No employee who refuses to work the extended work week will be disciplined or discharged for such refusal. This provision shall not serve to vacate any regularly scheduled overtime. All hours worked on second and third shifts shall be paid at the rate of double time. It shall not be a violation of this Agreement for the Union to refuse to supply employees and applicants to and prohibit employees covered by this Agreement from working for any contractor who violates this section. The voluntary straight-time make up day on Saturday could lend itself to possible abuse, the Union and the Employer do hereby mutually agree to use the terms of Article X - Arbitration, comprised of five (5) person Board, to determine if a signatory Employer charged by the Union of violating the voluntary straight time make up day on Saturday is justified. If the Board determines that the charge violates the provisions of the makeup day, then the option for the violating Employer to use the makeup on Saturday shall be revoked for that Employer for the duration of the term of the contract and restitution to the aggrieved employee or employees shall be made.

SECTION 6: By mutual agreement between the Employer and a majority of the employees, and with notification of the union, a work week of 4 (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 hour days with one-half hour lunch break may be worked between 5:00 a.m. and 5:00 p.m.

NOTE: Both parties have agreed that for any reason, if a Cement Finisher is working on Saturday and has worked forty (40) hours during the week, he shall be paid at time and one-half (1 ½) the base wage rate.

ARTICLE VI SHOW UP TIME

SECTION 1: Any Cement Mason reporting to the job as ordered by the Contractor and not put to work shall receive two (2) hours pay if weather permits. Any Cement Masons called on the job that requires less than a day's work, shall receive the minimum of four (4) hour's pay. If the work goes into the afternoon, he shall receive the minimum of eight (8) hour's pay, if weather permits. The Contractor may assign other work other than Cement Mason work to fulfill the employee's eight (8) hour day.

ARTICLE VII SETTLEMENT OF DISPUTES

SECTION 1: Settlement of Disputes Should any disputes, controversies, or grievances under or involving the provisions of this Agreement arise between the parties to such Agreement, or between an Employer and the Union, or an employee represented by the Union, such matter shall be reduced to a written grievance and served on the other party within ten (10) business days of discovery of the incident. The non grieving party shall have ten (10) business days to respond in writing to the written grievance. If the non-grieving party fails to respond in that time, its failure to respond shall result in the grievant's favor, enforceable by a default award from an arbitrator selected consistent with Section 2.

SECTION 2: If the grievance cannot be satisfactorily settled or adjusted by the parties within ten (10) business days after the grievance response is due, it may be advanced to arbitration by request of either party in accordance with the following procedure:

(a) The Parties may agree on an impartial arbitrator to decide the grievance.

(b) If the parties cannot agree upon an impartial arbitrator within five (5) business days after arbitration has been requested, either party may request a panel of five (5) arbitrators from the Wisconsin Employment Relations Commission (WERC) or the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected by each party ranking their preferences on the panel, with the arbitrator most highly ranked on each party's respective list appointed and recognized by all parties concerned. If either party fails to rank their preferences within the time frame set by WERC or FMCS, they shall be deemed to have agreed to the other party's highest ranked choice.

(c) The Employer and the Union each shall bear the expense of their own representatives and the fees of the impartial arbitrator, shall be borne equally by the Employer and the Union. However, if an award is entered by default due to the non-grieving party's failure to timely respond to the grievance under Section 1, then the award shall include a requirement that the non-grieving party pay all costs and attorneys' fees incurred by the party filing the grievance, in an amount determined by the arbitrator.

(d) The decision or award of the arbitrator shall be final and binding upon all parties, and the arbitrator shall have full authority to make employees whole. The Arbitrator shall have no authority to change or modify any of the terms or conditions of this Agreement or to set any wage scales or benefits.

ARTICLE VIII PROJECT ACCESS

SECTION 1: Authorized representatives of the Union shall have access to all jobs under construction, provided, however, that they shall report their presence to the Contractor or his or her immediate representative on the job site and shall not interfere with employees during working hours. The Union representative will abide by all of the safety rules of the Contractor and the jobsite.

ARTICLE IX WORKER'S COMPENSATION

SECTION 1: Each Employers shall maintain Workers Compensation insurance coverage and Unemployment Compensation insurance coverage on their employees, in compliance with the Wisconsin Worker's Compensation Act and the Wisconsin Unemployment Compensation Act.

SECTION 2: All parties covered by this Agreement agree that there shall be no discrimination in employment

practices. This Agreement is subject to all Federal, State and Local Laws.

ARTICLE X COFFEE BREAKS

SECTION 1: There shall be a ten (10) minute coffee break at the site of the work, as near as possible to the middle of the first half of each shift, to be scheduled by the Project Superintendent.

SECTION 2: There may be a ten (10) minute coffee break taken near the middle of the second half of each shift when the employees are working on a shift that will last ten (10) or more hours.

ARTICLE XI LUNCH AREA

SECTION 1: It is agreed that the Employer shall furnish a safe and reasonably comfortable place at the site of construction where the workers can keep their tools and eat lunch.

Sanitation shall be as required by the Department of Workforce Development.

SECTION 2: Employees shall not use personal cellular phones and pager while working on the project site. Except in emergency use of such equipment shall be confined to non-working hours, including the lunch break.

ARTICLE XII FOREMAN

SECTION 1: The foreman shall be selected by the Employer and be a representative of the Employer. The foreman is to be a practical mechanic, a member in good standing with the Operative Plasterers' and Cement Masons' International Association and shall give instructions to all employees over whom he has charge.

SECTION 2: The rate of pay for a foreman shall be as follows: On jobs where there are three (3) or more employees covered by this Agreement, and one is assigned the duties of a foreman, he shall two dollars and fifty cents (\$2.50) over the regular scale of wages.

SECTION 3: All foremen shall see that the Cement Masons working under them start and quit at the proper time and that all material is in proper condition for working. All foremen shall be held responsible for the kind of work done under them.

SECTION 4: All Cement Masons shall take their orders from the Cement Mason foreman or the Employer.

ARTICLE XIII SUBSISTENCE

SECTION 1: The Contractor acknowledges that when he requests an employee to work at a jobsite which requires the employee to stay away from home, he should meet with that employee to arrive at a mutually agreeable arrangement to compensate the employee for the cost of the added expense involved with his overnight stay. When an employee declines to commute to a project further than 75 miles from his residence, the Contractor will not dispute his unemployment benefits.

SECTION 2: Under no condition shall one Cement Mason be left alone on a job site when unsafe conditions exist. The other Cement Mason can be designated by the Employer.

SECTION 3: Members of the Union, as a condition of employment, shall be required to sign a statement indicating a receipt of a willingness to comply with the safety instructions for employees as published by the Associated General Contractors of Wisconsin or any other safety program, if the Contractor adopts these safety instructions as a portion of his or her company's safety program.

ARTICLE XIV WAGES

SECTION 1: Witnesseth that the parties have negotiated with each other relative to wages and conditions of employment to prevail in the area covered by this Agreement, for the period of June 1, 2020 through May 31, 2023, and by these presents and in the considerations of the mutual benefits to be derived do contract and agree:

It is agreed that the Union may apply the increase in monies as the Benefit Fund Trustees deem necessary to upgrade existing benefits during the duration of this Agreement, provided, however, that any such increase shall be subject to the mutual agreement by and between the negotiating agents.

The rate of pay shall be as follows:

When working in Eau Claire, Pepin, Pierce, Buffalo, Jackson, Trempealeau, La Crosse, Vernon, Crawford, Richland, Juneau and Monroe counties in Wisconsin and La Crescent, Minnesota in its entirety, the following wage rate will apply:

Effective Date	Base Wage	Work Assmt.*	Ed. Fund	SATAP	WI Mason Health	WI Mason Pension	Int'l Pension	Total Package
6/1/203	36.04	-2.49	.68	.01	10.50	11.30	2.82	\$61.85
6/1/204								\$64.85
6/1/205								\$67.85

* work assessment is deducted after taxes
Foreman shall be paid \$2.50 over Journeyman base rate.

PREMIUM PAY: Any wages, bonus or other form of payment above the collectively bargained rate for each classification is premium pay and is determined at the sole discretion of the Employer.

SECTION 2: The employment of apprentices shall be encouraged. Apprentices shall be Contracted in accord with Chapter 106 and Amendments thereto of the Wisconsin Statutes, including attendance at school, and their employment shall be in accord with the rules of the Department of Workforce Development governing apprentices. The formula for apprentice wages shall be:

1st	period of 670 hours	60% of the skilled wage rate;
2nd	period of 666 hours	65% of the skilled wage rate;
3rd	period of 666 hours	70% of the skilled wage rate;
4th	period of 666 hours	75% of the skilled wage rate;
5th	period of 666 hours	85% of the skilled wage rate;
6th	period of 666 hours	95% of the skilled wage rate.

SECTION 3: The apprentice shall at all times work with and under the supervision of a competent mechanic who shall be responsible for his training on the job.

SECTION 4: The ratio of one apprentice for the first two journeymen, and one additional apprentice for each additional three journeymen, but no Employer shall have more than five apprentices at one time. However, this ratio may be adjusted by the local committee to meet the need of this locality with approval of the Union.

A. Apprentices shall be governed by the Apprentice Standards agreed upon by the Joint Area Apprenticeship Committee and the Wisconsin Department of Workforce Development.

SECTION 5 TRAINEE:

A. A Trainee classification is hereby established for those new employees who have at least three (3) years or more experience in the cement mason trade. Employee may be classified as a Trainee after a fourteen (14) day evaluation if mutually agreed upon by the Union and Employer. Said Trainee shall be paid at seventy-five percent (75%) of the current journeyman's rate.

B. Beginning rate of pay to be established by Local 599.

C.	1st	6 month's period	70% of the Journeyperson rate of pay
	2nd	6 month's period	75% of the Journeyperson rate of pay
	3rd	6 month's period	80% of the Journeyperson rate of pay
	4th	6 month's period	85% of the Journeyperson rate of pay
	5th	6 month's period	90% of the Journeyperson rate of pay
	6th	6 month's period	95% of the Journeyperson rate of pay

D. In addition to the above scale, the other working conditions and fringe benefit contributions set forth in this contract apply. The ratio of Trainees shall be the same as the ratio of apprentices.

E. Beginning rate of pay to determine length of Trainee period.

F. The Union reserves the right to upgrade a Trainee to a Journeyperson any time after six (6) months.

SECTION 6 MANDATORY TRAINING:

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

B. The Union and the Employer agree to promote and require a minimum of one (1) eight (8) upgrade training course per calendar year. Active Employees of Local 599 Area 257 who do not get one (1) eight (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 OPCMIA Wisconsin Masons Apprenticeship & Training Fund will determine the classes that qualify for this upgrade training. This requirement will be effective with the June 1, 2018 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 257 Apprenticeship & 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. The Employer and the Union agree to the formation of a Labor-management Committee to create and administer a program to track, store and disseminate employee data including an employee's safety record, training history, apprenticeship history and drug testing information. The Labor-Management Committee shall be vested with the authority to establish what information may be collected and other necessary rules to administer and fund the program. All decisions on what information may be included must be decided by unanimous vote of the Labor-Management Committee.

F. In order to maintain eligibility for employment, all OPCMIA Local 599 Area 257 members must receive OSHA 10 or OSHA 30 training at least every five (5) years. This provision shall become enforceable effective May 31, 2017.

SECTION 7 PRE-APPRENTICE:

- A. A Pre-Apprentice classification is hereby established for the purpose of being a feeder system to the Apprenticeship program. For anyone that has not met the qualifications of the apprenticeship program shall adhere to the 1st pay rate 60% established in Article XIV Section 2 at the \$2.00 reduction of the base rate.
- B. In addition to the above scale, the other working conditions and fringe benefit contributions set forth in this contract apply. The ratio of one pre-apprentice for the first two journeymen, and one additional pre-apprentice for each additional three journeymen.
- C. The Union reserves the right to upgrade a pre-apprentice to apprentice upon meeting the qualifications for the apprenticeship program.
- D. A pre-apprentice shall not be utilized on any prevailing wage work. The first six months will not be credited to the apprenticeship program.
- E. If a pre-apprentice does not enter the apprenticeship program, he/she will be frozen at 60% of scale with a \$2.00 reduction of the base rate.

ARTICLE XV HOME FUNDING

SECTION 1: For key or recruited employees, who are members of an O.P.&C.M.I.A. 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 O.P.&C.M.I.A. and by the Local Union having jurisdiction over the Area in which the work is performed.

SECTION 2: For employees, Cement Masons and/or Plasterers, working under this agreement, who are members of a Local Union that is not affiliated with the O.P.&C.M.I.A., 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 with the signatory O.P.&C.M.I.A. Local 599 or 633 - at rates designated by the Pension and Health 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 work is performed, in accordance with the Area remittance from provided by the O.P.&C.M.I.A.

ARTICLE XVI SCOPE OF WORK

SECTION 1: When the Contractor uses special additives (accelerators such as calcium chloride, for example) or when high-early strength concrete is used, the Cement Mason shall be notified.

SECTION 2: Any special tools such as cove tools, edger's over ½" radius, rubbing stones, power equipment, Fresno's, Bull floats, raingear, water brushes and rubber floats shall be furnished by the Employer.

SECTION 3:

- A.** All sawing of concrete slab control joints and grinding of exposed concrete shall be done by the Cement Masons.
- B.** All brushing and brooming of concrete as a finish shall be done by the Cement Masons.
- C.** The setting of screeds of lumber, metal or other materials to determine a proper grade for concrete slabs-on-grade, sidewalks, driveways, and curb and gutters when used to serve as forms shall be done by Cement Masons.
- D.** All dry packing, grouting, and finishing in conjunction with the setting of machinery.
- E.** Snapping and patching of all wall tie.
- F.** Sealing of all concrete work.
- G.** Rubbing all concrete walls and ceilings.
- H.** Rodding off of all concrete that required to be finished by a finisher.

ARTICLE XVII HEALTH AND WELFARE PLAN

SECTION 1: The Trustees of the various Funds covered by this Agreement, and Local 599 Area 257, may, for the purpose of collecting payments required to be made 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, and equitable and administrative relief and they shall not be required to invoke or resort to any grievance or arbitration procedure which may be provided for under this Agreement.

SECTION 2: The Education Fund is a Trust Fund agreement set up for the specific purpose of educating our apprentices and journeymen for their better well-being and to better supply the Contractor with qualified men. The amount outlined in the pay schedule in Article XIV shall be paid per hour for each employee covered by this Agreement and paid monthly to Wisconsin Masons' Benefit Fund.

SECTION 3: The Union Business Administration Fund is set up for the purpose of operating the business of Local 599 Area 257. The Employer agrees to withhold the amount outlined in the pay schedule in Article XIV for each hour worked from each member covered by this Agreement. It is agreed further that this money will be paid monthly to such jointly trusted Health Fund as the Union may designate.

SECTION 4: The Health and Welfare Plan in this contract is to be a jointly trusted Health Fund as the Union may designate. The Contractors agree to abide by the Constitution Trust Agreement, By-Laws, and Eligibility Rules adopted by the Fund and the Fund's Trustees.

SECTION 5: Each Contractor covered by this Agreement shall pay the sum as outlined in the pay schedule in Article XIV per hour for each hour worked by all employees covered by this Agreement to the Welfare Fund. Payment to such Welfare Fund must be made at the end of each month, but no later than the fifteenth (15th) of the following month.

SECTION 6: The Employers and the Union and all Employers covered by this Agreement agree to be bound by all the terms of the Trust Agreement creating the Welfare Fund and by all of the actions and rules of the Trustees administering such Welfare Fund in accordance with the Trust Agreement, and regulations of the Trustees, provided that such Trust Agreement, actions, regulations and rules shall not be inconsistent with this

Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreement and all succeeding Trustees as will be appointed under and in accordance with the Trust Agreement. Such Employer hereby will ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 7: The Trustees are hereby authorized to establish a schedule of liquidated damage to be assessed against, and to be paid by, an Employer who fails to make timely payments to the Welfare Fund in accordance with Section 5 of this Article.

SECTION 8: The Trustees of the Welfare Fund, may, for the purpose of collecting any payments required to be made to such Trust Funds, include 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 any grievance or arbitration procedure which may be provided for under this Agreement.

SECTION 9: The Pension Fund in this contract is to be a jointly trusted Pension Fund as the Union may designate.

SECTION 10: Each Employer covered by this Agreement shall pay the amount as outlined in the Pay schedule in Article XIV for each hour worked by all employees covered by this Agreement to the designated Pension Fund. Payment to such Pension Fund must be made by the end of each month, but no later than the fifteenth (15th) of the following month.

The above contribution to the Pension Fund shall increase per schedule at Article XIV.

SECTION 11: The Employers and the Union, and all Employers covered by this Agreement, agree to be bound by all of the terms of the Trust Agreement creating the Pension Fund and by all of the actions and rules of the Trustees administering such Pension Fund in accordance with the Trust Agreement, and regulations of the Trustees, provided that such Trust Agreement, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreement and all succeeding Trustees as will be appointed under and in accordance with the Trust Agreement. Such Employer hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 12: The Trustees are hereby authorized to establish a schedule of liquidated damage to be assessed against, and to be paid by, an Employer who fails to make timely payments to the Pension Fund in accordance with Section 10 of this Article.

SECTION 13: The Trustees of the Pension Fund, may, for the purpose of collecting the payments required to be made to such Trust Fund, 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 any grievance or arbitration procedure which may be provided for under this Agreement.

SECTION 14: Except as otherwise provided for in this Agreement, the only agreement between the Employer and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

A. Commencing with June 1, 1990, and for the duration of the Agreement, and any renewals and extensions thereof, the Employer agrees to make payments to the Bricklayers' and Trowel Trades' International Pension Fund for each employee covered by this Agreement, as follows:

B. For each hour or portion thereof, for which an employee received pay, the Employer shall make a

contribution in the amount as outlined in the pay schedule in Article XIV to the above-named Pension Fund. Each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

C. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and probationary employees.

D. The payments to the Pension Fund required above shall be made to the Bricklayers' and Trowel Trades' International Pension Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1972. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he or she had actually signed the same.

E. The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and the Declaration of Trust.

F. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

G. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due together with attorney's fees and such liquidated damages as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

H. The Pension Plan adopted by the Trustees of said Pension Fund shall at all time conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

SECTION 15 401 K PROVISIONS:

A. There shall be paid monthly, by each Employer covered by this agreement, the Wisconsin Masons 401 (k) Plan and Trust (hereinafter "401 (k) Trust Fund") any and all amounts of compensation which any employee covered by this Agreement, has agreed to defer and deposit in the Fund for the immediately preceding month in accordance with the terms and provisions of the Fund's controlling documents and the procedures established in writing by the Fund's Trustees.

B. Each Employer shall be obligated to deposit amounts in the 401 (k) Trust Fund which are agreed to be deferred by employees, and no Employer shall be obligated for any other amount, including but not limited to any fees, expenses or other costs associated with the maintenance, operation and administration of the Fund. Contributions to the Fund shall be made in accordance with the procedures established in writing by the Fund's Trustees.

C. Payments to the 401 (k) Trust Fund are to be made at the end of each month in which the work was performed, but not later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in such payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate

ascertainment, such Employer may be assessed, by the Trustees, as liquidated damages, twenty percent (20%) of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

D. The Employers and the Union agree to abide by the terms and conditions of the above mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement, and accepts the Trustees as provided in said Trust Agreement as the representatives to administer such Fund, and all such part and succeeding Trustees as shall have been or will be appointed. The Employer and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 16 NATIONAL HEALTH INSURANCE: In the event National Health Insurance becomes law, this Agreement shall be open for the sole and exclusive purpose of apportioning the amount of the then current hourly contribution required by this Article between National Health Insurance, OPCMIA, and Wages. The reapportionment shall be made in accordance with the agreement reached between the Trustees of said fund and the negotiating committees of the Contractors Association and OPCMIA bargaining units.

SECTION 17: At any time during the term of this Agreement, the Union, upon providing the Employer with 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.

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 employees' base hourly rate.

SECTION 18: ANNUITY FUND

A. The Employer agrees to pay fringe benefit contributions into the Union Individual Account Retirement Plan ("Annuity Fund"), for each hour, or portion thereof, for which an employee received pay, at the rate allocated by the Union consistent with Articles XIV and XVIII of the Mason Agreement. Each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

B. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and probationary employees.

C. Employees may also elect to make voluntary 401(k) contributions to the Annuity Fund. Voluntary contributions may only be made consistent with the Annuity Fund's minimum requirements, and employees are responsible for completing an enrollment form or other documents as required by the Annuity Fund. The amount of voluntary contributions elected by each employee shall be in the form of a pre-tax wage deduction, and subject to IRS maximum deferral rules. Employers are responsible for withholding any 401(k) contributions authorized by individual employees and reporting and paying said amounts to the Annuity Fund, consistent with the remainder of this Agreement.

D. The Employer hereby agrees to be bound by and to the Agreement and Declaration of Trust establishing and governing the Annuity Fund as though he or she had actually signed the same, and the Agreement and Declaration of Trust for the Annuity Fund is incorporated herein by reference.

E. The Employer hereby irrevocably designates as its representative on the Board of Trustees

such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and the Declaration of Trust.

F. The Trustees shall have the authority to have an independent certified public accounting firm audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Annuity Fund.

G. Payments to the Annuity Fund are to be made at the end of each month in which the work was performed, but not later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. Payments shall be paid to a location identified by the Annuity Fund. In the event an Employer becomes delinquent in such payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment, such Employer may be assessed, by the Trustees, as liquidated damages, twenty percent (20%) of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance. In the event that the Annuity Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

H. The Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

I. The benefits Plan adopted by the Trustees of the Annuity Fund shall at all time confirm with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Annuity Fund as a deduction for income tax purposes.

ARTICLE XVIII
DURATION OF AGREEMENT

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) but no more than ninety (90) days prior to the expiration date or any anniversary thereof.

A \$3.00 increase to the “total package” shall be effective as of June 4, 2023 for each classification. Changes to the total package in subsequent years, are as follows, June 2nd, 2024 \$3.00, June 1st 2025 \$3.00

ARTICLE XIX MISC. PROVISIONS

DRUG/ALCOHOL TESTING: The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. All Contractors signatory to this Agreement and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment for all employees. Exhibit "A" of this Agreement, which is made part of this section, details the program to which all Contractors and Unions signatory to the Agreement endorse.

NOTE: Upon completion of the Drug Testing Language now being written by AGC, Union and Management agree to adopt it as a revised Exhibit "A".

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION OF UNITED STATES AND CANADA CODE OF CONDUCT

"Promoting Pride in Craftsmanship and Customer Satisfaction"

Introduction

The purpose of the Operative Plasterers' and Cement Masons' Code of Conduct is to stimulate our members pride in craftsmanship and customer satisfaction.

Fostering membership pride in our Plasterers, Cement Masons, and Shop Hands is key to our survival. To achieve this goal our Local Union Officers must implement this Code of Conduct immediately, uphold it strictly, and apply it consistently. The result will be to increase our members self-worth, bolster quality craftsmanship, improve working conditions, leverage higher wages and benefits, and create increasing work opportunities for our members. It will also benefit our Contractors by increasing their productivity, ensuring timely job completions, keeping projects within (or under) budget, and providing them with reliable, quality craftsmanship.

To be successful, the Code of Conduct must have the full support of the Local Union at all levels. Officers must wholeheartedly dedicate themselves to this task by "setting the standard" and acting as role models for the membership.

Any member found in violation of the Code will be subject to the disciplinary procedures of the International and Local's Constitution which includes, but is not limited to, charges being filed and the possibility of a fine, suspension, and/or expulsion. While charges may be brought at any time a three strike policy shall be in effect. This means that any member who has three written complaints filed by Employers shall face disciplinary charges and after a hearing may be fined, suspended, or expelled.

Responsibilities under the Code

Both the Union and Contractor have responsibilities under the Code. For the Code to be mutually beneficial, both parties must take their respective duties seriously, and communicate with the other party constructively and on a consistent basis.

Local Union Responsibilities

The Business Manager and Business Agents are responsible for communicating the OPCMIA Code of Conduct to all members, and ensuring they are fully compliant.

To achieve the goals of the Code, the Business Manager and Business Agents shall ensure that:

Members shall apply their knowledge, skills, and experience diligently on the job.

Members shall make every effort to upgrade their skills on a regular basis.

Members, especially those with extensive experience in the trade, shall convey their knowledge and skills of Cement Masonry and Plastering to their colleagues to strengthen the overall value of the OPCMIA's workmanship as well as encourage teamwork.

Members meet their responsibility to their fellow workmates and Contractors by arriving on time fit for work.

Members strictly adhere to break times and lunch periods allowed in their Contract(s) and Agreement(s).

Members bring the necessary tools as established on the tool list, and ensure they are in proper working order prior to arriving on the job.

Members abide by the zero tolerance policy for substance abuse.

Members perform consistently productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job.

Members respect the property of the customer, and are fully aware that graffiti and other forms of destruction are not tolerated.

Members respect their Union, their Contractors, and their clients by not wearing clothing or buttons with offensive words or symbols.

The Business Manager and Business Agents, in cooperation with Employers on the jobsite, will approach members who demonstrate bad work habits, advise them of their responsibilities as Union members, and provide guidance and direction.

In addition, the Business Manager and Business Agents shall ensure that:

Slowdowns and other methods utilized to extend jobs or give rise to overtime are not tolerated.

Outside activities that cast the OPCMIA or its Local Unions in a negative light are not tolerated.

Inappropriate behavior, harassment, or discrimination exercised towards another member or person, or group of members or persons, are not tolerated.

Members are meeting their contractual obligations to utilize the proper safety equipment and methods.

members are not leaving the jobsite during their work periods without the prior approval of their superior(s).

No member is soliciting funds on any project or job without prior approval.

Cell phones are not used on the project site, except during official lunch and break periods.

Merchandise is not sold on the jobsite without the prior approval of the Business Manager.

Contractors' Responsibilities

Our signatory Contractors have a responsibility to manage their jobs as well as our members who work on their jobs. This task will be made easier by adhering to their responsibilities under the Code, including:

Addressing ineffective Superintendents, General Foremen, and Foremen.

Ensuring proper job layout to minimize downtime.

Ensuring the proper storage of Contractor as well as employee tools.

Ensuring the appropriate number of employees are on the jobsite to perform the work efficiently, economically, and safely.

Providing the necessary leadership and training skills for jobsite leaders to eliminate problems.

Ensuring that the proper types and quantities of tools and materials are available on the site to facilitate speedy progress.

Ensuring that jobsite leaders take responsibility for mistakes created by management and rectify them expeditiously.

Eliminating unsafe working conditions and ensuring that the proper safety training, equipment, and methods are used.

It shall be the Employers' responsibility whenever a member has violated the Code of Conduct to report such violations immediately by providing the responsible Local Union with a letter detailing the alleged violation(s) and the circumstances surrounding.

Dispute Resolution Mechanism

Both the OPCMIA Local Unions and the signatory Contractors have obligations respecting the resolution of disputes. In the early stages of a dispute, our Local Unions must actively facilitate dialogue between its members and the Contractors. Similarly, Contractors should promptly address any and all problems and issues of concern as they arise. If these initial remedial actions of the Local Union and Contractor fail to resolve the matter, the parties will pursue their respective remedies under the collective Agreement(s).

Letter of Understanding

Regarding Youth Apprenticeship School to Work Program

The Operative Plasterers and Cement Masons International Association, Local 599, Area 257 ("Union") and ("Employer") are signatory to a collective bargaining agreement, effective June 1, 2023 through June 1, 2026 ("Agreement"). Pursuant to this Letter of Understanding, effective as of the last date set forth below, the Employer and Union hereby modify the Agreement to establish and implement a Youth Apprenticeship School to Work Program on terms that are just.

It is not the intent of the school to work program to displace qualified workers, but to aid high school students in their decision to pursue a career as a cement mason.

1. To be eligible, a student must be at Junior or Senior in High School.
2. The student must obtain an OSHA 10 certificate prior to starting. The class fee, if any, shall be paid by the employer.
3. Students will be eligible for assignment starting the summer prior to their junior year of high school and may be employed under the terms of this program until August 31st, after their scheduled graduation.
4. Youth Apprentice must be a bona fide student and enrolled in a School to Work Youth Apprenticeship Program registered with the State of Wisconsin.
5. The student, parent or legal guardian, school representative, YA representative, union and employer must sign a statement of understanding. Copy to be filed with the Local Union.
6. Work performed under the terms of this memorandum will not count towards a contracted apprenticeship.
7. Work performed as a first year Youth Apprentice will not count towards advanced work placement in the Apprenticeship program.
8. Work performed as a second year Youth Apprentice will count towards advanced placement in the apprenticeship program.
9. Students employed in the School to Work Youth Apprenticeship Program shall be compensated one dollar less than 1st year apprentice rate without the benefit package.
10. While in school, hours of work shall be between the hours of 6 am and 6:30 pm. No shift work.
11. On non-school days, the starting time will be no earlier than 6 am. No shift work.
12. All hours in excess of 8 per day shall be compensated at one and one half the straight time rate.
13. All hours worked on Saturday shall be compensated at one and one half the straight time rate.
14. All hours worked on Sunday shall be compensated at two times the straight time rate.
15. OPCMIA Local 599 will be given an opportunity to meet with students that become hired at the Boot Camp class, or as needed.
16. Youth Apprentices shall not work on jobs that are Project Labor Agreements, Financed by Union trust funds, NMA, GPPMA.
17. All grievances/disputes will be handled according to Article VII of the agreement.
18. Individual employers must be approved as a Youth Apprenticeship training contractor by the local JATC. Approved contractors may employ Youth Apprentices, but at no time shall they employ more Youth Apprentices than contracted apprentices. A maximum of two (2) Youth Apprentices may be employed per employer. There shall be no more than one Youth Apprentice per job. This may be waived with prior approval of the Business Manager. Availability of Youth Apprentices shall be limited to the local signatory employers employing at least one apprentice from the apprenticeship program. This may be waived with prior approval of the Business Manager. The use of Youth Apprentices shall be limited to projects within the jurisdictional boundaries of OPCMIA Local Union 599 Area 257.
19. This Letter of Understanding is effective as of the date both parties have signed it and will terminate without further notice as of 11:59 p.m. December 31, 2023.
20. All other terms and conditions of the agreement shall continue to apply except as modified herein.

AGREEMENT

This Agreement, made this 5th day of June 2023, through May 31, 2026, by and between the Cement Masons' Local 599 Area 257 and the undersigned Contractors and/or Association:

WHEREAS: The Employer has received a copy and is familiar with the provisions of a Collective Bargaining Agreement as entered into for the period June 4, 2023 through May 31, 2026, by the Employer named above and the Cement Masons' Local 599 Area 257, and

WHEREAS: The undersigned Employer wishes to employ Cement Masons affiliated with said Cement Masons' Local 599 Area 257,

THEREFORE: This undersigned Employer hereby subscribes to and agrees to be bound by the provisions, articles, terms and conditions of the said Collective Bargaining Agreement and accept all of it the same as if it were herein contained and further agrees that he will furnish the Cement Masons' Local 599 Area 257 with certificates of coverage with Workers Industrial Accident Insurance and will voluntarily elect to become subject to coverage under the Wisconsin Unemployment Compensation Act and make contributions accordingly.

The Employer further agrees to accept as an obligation for and on behalf of his firm, to oversee the payment of established rate of wages and payment of contributions to the designated-Health and Welfare and Pension Funds, as provided by the above-described Collective Bargaining Agreement, and accepts the Trust Agreements and Trustees of said Trust Funds.

The undersigned Employer further agrees that he will remain in compliance with provisions hereof and as they may be amended or extended until the date of expiration of the aforementioned Collective Bargaining Agreement, and thereafter until such time as this Agreement is canceled or suspended by another Agreement.

Cement Masons' Local 599 Area 257

Company Name

By Matthew Ganhs, Business Rep.

Representative Signature and Title

Address, City, State, Zip

Date

Date

e-mail address

opcmia599.matt@gmail.com

Phone and Fax

EXHIBIT "A"
CONSTRUCTION TRADES
SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

1. This Substance Abuse Testing and Assistance Program ("Program") has been adopted and implemented pursuant to negotiations between the Associated General Contractors of Wisconsin, Inc., (hereinafter "Association") and the Northern Wisconsin Regional Council of Carpenters, the Wisconsin Laborers' District Council, the Wisconsin District Council of Bricklayers and Allied Craftworkers, The Ironworkers Local Union 383, the Operative Plasters' & Cement Masons' International Union, Local 599, Area 204, and the International Union of Operating Engineers, Local 139 (hereinafter the "Unions").
2. Drug abuse can jeopardize the safety of the employee, coworkers and customers. For this reason, the Association, the Unions and signatory Contractors (hereinafter "the Parties") are committed to ensuring a drug free workplace for every employee covered hereunder. In addition, the Parties have an obligation to their customers to ensure the provision of high-quality services and customer satisfaction. Substance abuse by employees could result in serious mistakes in judgment and thereby compromise both the high quality of services and customers' trust.
3. Maintaining confidentiality of employees' private information including substance abuse information is of utmost concern to everyone under this Program. Each signatory Contractor shall designate one or more "Employer Communicator(s)" within the company who shall be the sole person(s) that will receive any information relating to employee substance abuse test results and related information under this Program. The Employer Communicators, the clinics, the laboratories, the MRO, the Third-Party Administrator and the Union will treat as confidential all test-related information, subject to the terms of this Program. Such information includes, but is not limited to, test results, information regarding referral for counseling, rehabilitation, other treatment, or aftercare, the result of any such referral for counseling, rehabilitation, other treatment or aftercare, and the reason(s) for any disciplinary action taken under this Program.
4. The Parties have established this Program to:
 - (a) Provide a safe and healthy workplace free of illegal drugs for all employees;
 - (b) Teach employees about the consequences of substance abuse;
 - (c) See that employees with substance abuse problems get appropriate care and assistance;
 - (d) Reduce substance abuse related injuries and property damage;
 - (e) Reduce substance abuse related absenteeism and tardiness, and improve employee productivity;
 - (f) Improve the reputation of signatory Contractors, their products and services and their employees with customers; and
 - (g) Show the commitment of signatory Contractors and the Unions to a workplace free from the effects of substance abuse.
5. This Program is designated to offer assistance, including rehabilitation and counseling, to employees who have substance abuse problems. All employees who abuse drugs and/or alcohol are encouraged to seek help. Requests for assistance will be handled in strict confidence through the Employee Assistance Program (EAP) or a comparable substance abuse program.

GENERAL PROVISIONS

1. "Contractors" under this Program includes all Contractors signatory to one or more of the current Agreements between the Association and the Northern Wisconsin Regional Council of Carpenters, the Wisconsin Laborers' District Council, the Wisconsin District Council of Bricklayers and Allied Craftworkers, the Ironworkers Local Union 383, the Operative Plasters' & Cement Masons' International Union, Local 599, Area 204 and/or the International Union of Operating Engineers, Local 139. Such Contractors prohibit the use, possession, sale or distribution on work premises or work sites of alcohol, other illegal drugs and drug

paraphernalia. For purposes of this Program, “premises” means all land, property, buildings, structures, installations, parking lots, equipment and/or means of transportation owned by or leased to the Contractor, property of customers on which the Contractors’ employees are working, property otherwise being used for Contractor’s business, and private vehicles parked on Contractor or customer property. Employees must not report to work or be on work premises under the influence of alcohol or any other illegal drugs, even if used off Contractor premises and time. The use and possession of legally prescribed drugs are permitted provided the drugs are in the original prescription container, prescribed by a medical practitioner for current use of the person in possession of the drug and do not impair the employee’s ability to perform his or her job. Contractors also permit use of lawfully acquired over-the-counter drugs provided the use is consistent with the manufacturer’s instructions.

2. For purposes of enforcing this Program, the Program Committee has contracted with a Third-Party Administrator, which is responsible for contracting with clinics and certified testing laboratories to collect and test urine, breath, saliva, and blood specimens for the presence of drugs and/or alcohol.

3. The Third-Party Administrator will keep a database of employees who are on “Active Status” and employees who are on “Inactive Status”. “Active Status” shall mean employees who are subject to and complying with the Program’s terms and are eligible for employment. All employees shall initially be presumed to be on Active Status unless they violate any of the terms of this Program. “Inactive Status” shall mean employees who have violated the Program’s terms and who are ineligible for hire or placement until they have met the criteria for reinstatement on Active Status. Inactive Status shall include employees who fail to report for a drug test, refuse to execute a consent and release form, attempt to adulterate, substitute or tamper with a specimen, refuse to cooperate with the MRO or otherwise attempt to interfere with the specimen collection or testing process. Inactive Status shall also include employees who are temporarily placed in the database pending a conclusion by the MRO as to whether an employee is legally using a prescription or over-the-counter medication, or pending receipt of a test result of a reasonable suspicion or post-incident drug test. An employee may also be placed on Inactive Status for using a drug prescribed for someone else or abusing a prescribed drug.

4. Employees on Inactive Status will be subject to the terms of the referral list of the employee’s local Union. Contractors shall have the right to reject the referral of an employee who is on Inactive Status.

5. The Contractor reserves the right to have additional alcohol or other drug testing mandated by law. Such testing shall be performed in strict accordance with the procedures provided for herein.

6. Persons found illegally in possession, offering for sale, purchasing or distributing any illegal drug may be reported to civil authorities.

7. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.

8. Where a project owner, owner’s representative or contracting agent requires alcohol or other drug testing of contractor employees other than provided for in this policy, the Contractor must implement the owner or contracting agent required program for the project. Employees and the Unions must be notified of the special provisions for these projects as soon as reasonably possible. The costs associated with this drug testing will not be paid for by this Program and are the responsibility of the Contractor.

9. The cost of all random testing under this Program, including specimen collection, testing and selection, will be paid by the monies collected from Contractors by the appropriate Fund pursuant to the provisions of the Collective Bargaining Agreements. Any employee of the Contractor who loses time from work in order to provide a specimen for random drug testing will be paid compensation and benefits for the time lost, and the Contractor will be reimbursed for this cost under this Program on an annual basis. An employee who is required to provide a specimen for random drug testing on the employee’s own time, due to irregular shift

hours or other circumstances that make testing on work time during normal clinic hours impracticable, will be paid by the Contractor the equivalent of up to two-hours of the employee's straight-time hourly wage package, and the Contractor will be reimbursed for this cost under this Program on an annual basis. All costs, including specimen collection/testing and lost time, of any pre-employment, post-accident and reasonable suspicion drug testing will be borne by the Contractor requesting such testing.

10. The Association and/or Unions can grieve and fine Contractors the equivalent of two hours pay, including benefits, for failing to send an employee(s) for random testing.

IMPLEMENTATION TESTING

It is the goal of the Parties to have every covered employee tested for illegal drugs within three years of the Program's implementation date. "Implementation date" means the first date upon which the TPA selects employees for random drug testing under this Program. Therefore, all bargaining unit and active alumni employees of every signatory Contractor will be required to take a test for drugs other than alcohol within three years of the Program's implementation date under the same testing procedures as set forth below. An employee on Active Status that tested pursuant to random or pre-employment testing provisions within the first three years of the implementation date of the Program shall not be required to undergo Implementation Testing.

If the employee undergoes Implementation Testing on the employee's own time, the employee will not be paid for the time to take the test. If the employee loses time from work for Implementation Testing, the Contractor will pay the employee for the time lost up to two (2) hours of the employee's wage package. However, Contractors will not be reimbursed for time paid to employees for purposes of Implementation Testing. In the event an employee's Implementation Test result returns positive, the employee will be treated as if he or she tested positive on a random drug test. (See below).

EMPLOYMENT SCREENING

All applicants for employment may be required to take a drug test conducted under the same testing procedures as set forth below. An applicant or employee who is on Active Status and can establish to the Contractor's satisfaction that he or she tested negative for drugs under the random terms of this Program or of a similar program applying identical or more stringent terms within the past 90 days (without subsequently having tested positive) will not be required to submit to testing as a condition of hire. In the event an employee or job applicant's test result returns positive, his or her employment offer shall be withdrawn, and the individual will be placed on Inactive Status. The Contractor will pay all costs related to project mandated testing.

When an applicant so chooses on his or her own to take a drug test for the purpose of obtaining work, and was not required to do so by the Union or Employer, such cost including the time for the testing and the cost of the test will be borne directly by the applicant, unless pre-approved by the committee.

POST-HIRE SCREENING

1. **Reasonable Suspicion Testing.** Any employee whose supervisor has reasonable suspicion to believe the employee is in the possession of or under the influence of alcohol or an illegal drug will be subject to discipline, up to and including suspension, and be required to undergo an alcohol or other drug test. "Reasonable suspicion" is a belief based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc. Circumstances, both physical and psychological, will be given consideration.

Whenever possible, before an employee is required to submit to testing based on reasonable suspicion the employee should be observed by more than one supervisory or managerial employee. A form that may be used in determining reasonable suspicion is attached to this Program. The Contractor who is requiring an employee to be tested based upon reasonable suspicion will provide transportation for the employee to the

testing facility. Under no circumstances will an employee thought to be under the influence of alcohol, or an illegal drug be allowed to operate a vehicle or other equipment for any purpose. Such employee will be placed on Inactive Status pending the Contractor's receipt of notice of the test result. The employee will have the right to request that a Union representative or designee be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive, the employee will be treated as if he or she tested positive on a random drug test. (See below). The Contractor will pay all costs related to this testing. If the test result is negative, the employee will be placed on Active Status and will be put to work by the Contractor and be paid for all lost time according to the shift the employee was working prior to undergoing testing.

2. **Post-incident testing.** Signatory Contractors can also require alcohol or other drug testing for illegal drugs where an employee was involved in or caused a work related accident or where an employee was operating or helping to operate machinery, equipment or vehicles involved in a work related accident which resulted in a significant recordable injury as defined by OSHA regulations or property damage and for which cause of the accident is not readily explainable. Employees, whose actions it is clear, were not a contributing factor to the accident or incident, but who were otherwise involved will not be tested by the Contractor. An employee being tested post-incident will be placed on Inactive Status pending the Contractor's receipt of notice of the test result. If the test result is negative, the employee will be placed on Active Status and, if practicable, will immediately be put back to work by the Contractor and paid for all lost time, according to the shift the employee was working prior to undergoing testing, subject to any Contractor disciplinary policy for other misconduct or circumstances that lead to the accident or injury. If the test result is positive, the employee will be treated as if he or she tested positive on a random drug test. (See below). The Contractor will pay any costs related to this testing.

3. **Random Testing.** (a) All employees covered by this Program are subject to testing for illegal drugs on an unannounced basis pursuant to random testing. Selection of individuals to be tested will be made by the Third-Party Administrator by computer from among a pool of all signatory Contractors' employees on Active Status. Other crafts and holders of CDL's will be tested as specified by law or their Collective Bargaining Agreements.

(b) The total number of random tests in a calendar year shall equal twenty (20) percent (subject to labor-management review) of the total number of participants in the Program, including bargaining unit employees and active alumni employees.

(c) Testing procedures shall be identical to those provided below.

4. **Testing Procedures.** (a) A positive test result means a result having a drug concentration that meets or exceeds the levels set by appropriate State or Federal Department of Health & Human Services (DHHS) and/or Department of Transportation (DOT) regulations as amended from time to time. Positive tests for drugs other than alcohol will be confirmed. Initial testing for drugs other than alcohol will be immunoassay or other acceptable testing methods as determined by the testing laboratory. Confirmation testing for drugs other than alcohol will be gas chromatography/mass spectrometry. The laboratory will be certified for Federal Workplace Drug Testing Programs by the U.S. DHHS - Substance Abuse and Mental Health Services Administration (SAMHSA). Chemicals tested for are marijuana, cocaine, opiate, phencyclidine, and amphetamines. Testing for alcohol content will be by saliva or breathalyzer unless necessity for blood analysis is required. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Wisconsin State DOT regulations.

(b) Urine, blood, saliva or breath specimens will be collected by a clinic(s) selected by the Third-Party Administrator. An unbroken chain of custody, including tamper proof handling methods, shall be maintained to protect employee confidentiality and to protect specimens from adulteration and misidentification. The laboratory must follow test manufacturer's instructions, test administration and reporting of results.

(c) Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test. A consent and release form that can be used is attached to this policy. In the event an employee is not competent or able to authorize specimen collection or is in need of medical help, such help shall not be delayed pending specimen collection. Such employee, however, must authorize the treating health care provider to conduct specimen collection and release to the Medical Review Officer the necessary records to monitor the employee's compliance with this Program.

(d) to protect the employee's right to confidentiality any test results shall be disclosed only to the testing lab, the Employer Communicator, Medical Review Officer, the employee and the designated Union Representative.

(e) Within three (3) working days of notification of a positive test result an employee may request, by certified letter or hand delivery with receipt, that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor will reimburse the employee for the cost of the retest, immediately reinstate the employee, including paying the employee for any lost time according to the shift the employee was working immediately prior to testing.

(f) At the request of any employee tested a portion of the original specimen(s) will be preserved for private testing by the employee at his or her own expense by an independent laboratory. Tests performed under this Program will be admissible under grievance and arbitration procedures only if the testing laboratory is SAMHSA certified.

(g) If the test's result is negative, the employee will remain or be placed in the data base of "Active Status" employees and be eligible for work. The employee shall be immediately reinstated and paid any wages and benefits that would have been paid had work hours not been interrupted by the test. Compliance with this provision will be considered full reinstatement.

(h) An employee whose test result is confirmed positive will be subject to the procedures described below.

5. **Medical Review Officer.** All tests indicating a positive result will be reviewed by a Medical Review Office (MRO), as determined by the Third-Party Administrator, and confirmed that a violation of this Program has occurred. The MRO will make reasonable attempts to contact any tested employee for information the MRO deems necessary to make a determination that the employee's test result was or was not positive, before being reported to the Employer Communicator and (if applicable) the employee's Union as positive. In the event the employee refuses to discuss or provide information requested by the MRO, or the MRO is unable for two (2) days to reach the employee despite reasonable efforts, the MRO will report the result as positive to the TPA who will in turn convey that information to the Contractor Communicator and Union Representative.

6. **Referral to EAP.** In the event of a first, positive confirmatory test for alcohol or other drug the tested employee will be referred, if eligible, to participate in the Employee Assistance Program (EAP) of the applicable Health Fund. If the employee is not eligible to participate in the EAP of the Health Fund, the TPA will provide the employee with a list of government assisted EAP programs. Strict adherence to guidelines and medical recommendations will, for a first violation, avoid severe discipline or termination except where the employee was under the influence at the time he/she caused or was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft of property from the Contractor or a Contractor's customer.

7. **First Positive.** An employee who tests positive for substance abuse a first time and who enters any required or recommended EAP within 30 days will make the employee eligible for immediate reinstatement provided (1) the contractor has work available, (2) the employee continues in any EAP or recommended aftercare program and (3) the employee takes and passes a drug screen test at personal cost through the TPA. The employee will be reinstated on Active Status as long as the employee complies with the terms of the treatment program. An employee, who has tested positive and successfully completed counseling, rehabilitation or other treatment under this Program, will be subject to unannounced drug testing (in addition to testing set forth above) for a period of one year as a condition of being on Active Status. In the event an

employee refuses to enter or enters but fails to adhere to a required aftercare program he/she will be placed on Inactive Status and may be subject to discharge. Employees, who are not eligible for EAP assistance through the applicable Health Fund, will pay for the costs, if any, of rehabilitation testing.

Any employee determined to have been involved in switching, adulterating, tampering with, or attempting to switch, adulterate or tamper with a specimen for testing, or otherwise interfering with the specimen collection and or testing process will be treated the same as if the employee had a positive test result. An employee who has three (3) diluted test results in connection with one (1) random selection will be treated as if the employee had a positive test result under this paragraph unless the diluted test results are the product of legitimate medical reasons as verified by a medical doctor.

8. **Refusal to Test.** If an employee refuses to be tested for substance abuse, he or she will remain on suspension for thirty days. Continued refusal to submit to drug screening after the 30-day period, will result in Inactive Status and subject the employee to disciplinary action up to and including termination.

9. **Second Positive.** An employee who has tested positive and has returned to work after successfully completing counseling or rehabilitation and who tests positive again under any provision of this Program will be terminated and placed on Inactive Status.

10. **Appeal.** Employees disciplined or discharged under this Program may grieve the action taken under the appropriate Collective Bargaining Agreement between the Association or the Contractor and the Union.

COUNSELING OR TREATMENT

A. The Parties, through the TPA or applicable Health Funds, shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.

B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment may be borne by the applicable fringe benefit fund.

C. If an employee participating in the treatment program prescribed does not comply with recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Third-Party Administrator. An employee who is referred to an EAP agrees to sign a release permitting the EAP to notify the Contractor and the Union Representative if the employee is not adhering to guidelines and medical recommendations. This does not apply to an employee who voluntarily seeks assistance pursuant to the rehabilitation portion of this program.

D. An employee who feels he or she has developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance. Any employee who comes forward to seek assistance may be placed on Inactive Status and suspended without pay pending completion of a counseling assessment and the furnishing of certification by a Counselor/Physician that the employee is able to return to his or her job and perform it safely.

MISCELLANEOUS PROVISIONS

A. An appropriate notice concerning this Program, including treatment and counseling available as well as penalties, will be communicated to all employees.

B. This Program is designated in accordance with Local Union Agreements negotiated by the AGC of Wisconsin, Inc. However, for employees covered by other Collective Bargaining Agreements, the language contained in the appropriate Agreement governs the exact drug and alcohol rules applicable to their participation.

C. This Program may be modified from time to time by the Substance Abuse Testing Committee as established by the Parties. The Committee shall also review, as needed, the performance of the Third-Party Administrator.

INSTRUCTIONS FOR USE OF THE OPTIONAL REASONABLE SUSPICION CHECKLIST

This reasonable suspicion checklist was designed to assist Contractors in focusing on the symptoms of drug use. Some of the symptoms manifest themselves when a person is under the influence of alcohol or an illicit drug. Other symptoms manifest themselves over longer periods of abuse. Both types of symptoms are listed on the checklist for consideration.

The checklist, while not mandatory, is helpful for anyone requesting an employee to submit to a drug and alcohol test or an EAP referral.

REASONABLE SUSPICION CHECKLIST

Date of Report _____
Time Period Covered by Observation _____
Employee Name _____
Address _____
Social Security Number _____

Check all that apply:

PHYSICAL SYMPTOMS

Flushed or Pale Face	_____
Dilated Pupils	_____
Glassy Eyes	_____
Bloodshot Eyes	_____
Swaying, Wobbling, Stumbling, Staggering or Falling	_____
Dizziness	_____
Excessive Sweating in Cool Areas	_____
Smell of Liquor	_____
Strange Chemical Odor on Breath	_____
Drowsiness	_____
Incoherent, Confused or Slurred Speech	_____
Apparent Insensitivity of Pain	_____
Reduced Reaction Time	_____
Poor Coordination	_____
Increased Breathing Rate	_____

MOOD SYMPTOMS

Antagonistic	_____
Restless	_____
Overreacts to Minor Things	_____
Insulting	_____
Unusually Talkative	_____
Excessively Withdrawn	_____

Excessive Laughter or Hilarity	_____
Baseless Panic	_____
Withdrawn	_____
Rapid Mood Swings	_____
Irritable	_____
Combative	_____
Aggressive	_____
Depressed	_____
Exaggerated Sense of Self Importance	_____

WORK SYMPTOMS

Doesn't Follow Task Instructions	_____
Shows Disregard for Safety of Self and Others	_____
Exhibits Excessive Carelessness	_____
Appears Unable to Concentrate	_____
Excessive Mistakes	_____
Unexplained Declines in Productivity	_____
Dangerous Behavior	_____
Unable to Order Tasks	_____
Excessive Focus on Minute Details	_____

LONG TERM FACTORS

Complaints from Co-Workers	_____
Excessive Work Absences	_____
Leaves Job Early for Variety of Reasons	_____
Comes Late for a Variety of Reasons	_____
Accident Prone	_____
Unexplained and Frequent Absences from Work Areas	_____
Deteriorating Physical Condition	_____

Recommendation-Conclusion

Date of Report

By (Signature)

By (Signature)

Title

Title

Refer to EAP _____

Refer to Testing Facility _____

Union Representative Contacted _____

FOR UNION EMPLOYEES: Mail to the employee's Union after the consent form has been signed and a positive test result has been confirmed.

Date _____

To: _____ (Name)

_____ (Union)

_____ (Address)

In a (Check One) _____ Pre-employment

_____ Post Accident

_____ Reasonable Suspicion

Substance abuse test

_____ (Name)

_____ (Social Security Number)

_____ (Craft)

had a confirmed positive test for (check all that apply)

_____ Alcohol
_____ Amphetamines
_____ Cocaine
_____ Marijuana
_____ Opiates
_____ Phencyclidine

If you have any questions, please call _____ (Name)

at _____ (phone)

_____ (Company)

_____ (Address)

REINSTATEMENT PROCESS FOLLOWING A POSITIVE DRUG TEST

Workers who test positive for illegal drugs or alcohol are in violation of the AGC Construction Trades Substance Abuse Testing & Assistance Program and face certain consequences such as:

The worker is placed on INACTIVE status and is ineligible for work

The worker must complete the REINSTATEMENT process to become ACTIVE again

The worker is placed in a second selection pool for random drug testing

The REINSTATEMENT process requires the worker to complete the following two obligations:

1. PARTICIPATE IN A DRUG/ALCOHOL ASSESSMENT

This requires the worker to contact the EAP (Employee Assistance Program) provider for the worker's Union Local to schedule a personal assessment with a counselor. If your Union does not have an EAP provider, you should call your Union Health Fund provider to secure the name of a certified drug counselor covered under your plan. IF NEITHER OF THESE SERVICES ARE AVAILABLE TO YOU, YOU CAN CALL THE UNITED WAY NUMBER BELOW TO OBTAIN A REFERRAL TO A COUNSELOR IN YOUR AREA.

1-800-924-5514

When calling this number, identify your trade and Local and State that you failed a drug test and would like the number of a United Way agency in your area that offers substance abuse counseling services. Generally these services are provided on an ability-to-pay, sliding fee basis.

Following your assessment, the counselor must call CDS to verify that you have completed that part of your reinstatement. CDS will ask the counselor for a written statement to that effect.

2. PROVIDE A NEGATIVE DRUG TEST RESULT

After your assessment, you should call CDS to arrange for a return-to-work drug test. CDS will assist you in scheduling the test at a participating clinic near you and mail you a chain of custody form to take to the clinic when you report for your scheduled test. You will need to mail CDS a cashier's check or money order (no cash or personal check, please) in the amount of \$50.00 to cover the cost of the drug test. THE PROGRAM DOES NOT PAY FOR REQUIRED TESTS RESULTING FROM A POSITIVE DRUG TEST.

Call the CDS office the day following your drug test to obtain the test result. If negative, you are placed back on ACTIVE status and should notify your Employer IMMEDIATELY. Your Employer will call CDS for verification and put you back to work, if available.

NOTE: Communication with CDS is very important during the reinstatement process. *We all have the same goal: to get you back to work as soon as possible.* Contact Mike Holzknecht at CDS at (888) 314-4733.

EMPLOYEE ASSISTANCE PROGRAMS (EAPs)

Please call your Health Fund office for eligibility and benefit information!

International Union of Bricklayers and Allied Craftworkers

Member Assistance Program (MAP)

Call Monday - Friday from 8 a.m. to 8 p.m., EST

Phone: 1 (888) 880- 8BAC

<http://www.bacweb.org/map/index.htm>

or call the Wisconsin Mason's Health Fund office (800) 362-5474

International Union of Operating Engineers, Local 139

EAP-Health Management Center, Wauwatosa, WI

Call 24 hours a day, 7 days a week

Phone: (800) 472-4992

Preauthorization is required for inpatient & outpatient treatment

Health Fund Office: (800) 242-7018 or (262) 549-9190

Iron Workers Local 383

Health Fund Office: (800) 497-4766 or (608) 278-9500

For AHC Network Providers call (800) 952-8761

For Pre-certification call (877) 298-5659

Wisconsin Laborers' District Council

Health Fund Office: (800) 397-3373 or (608) 274-4773

For Network Providers call (800) 279-9776

Northern Wisconsin Regional Council of Carpenters

Health Fund Office: (800) 472-7368 or (715) 835-3174

Outstate Toll Free (800) 331-9565

For Pre-certification call (800) 424-3405

Operative Plasterers' & Cement Masons Union, Local 599

Wisconsin Mason's Health Fund Office: (800) 362-5474

THIRD PARTY ADMINISTRATOR:

CONSTRUCTION DATA SERVICES (CDS)

Regional Office: 1280 S. Van Dyke Rd.
Appleton, WI 54914
Phone: (920) 830-8440 or (888) 314-4733
Fax: (920) 830-8443
Contact: Mike Holzknecht

www.cdsonsite.com

Construction Trades Substance Abuse Testing & Assistance Committee:

LABOR

Sam Wilcox, IW Local 383
Ken Clark, NWRCC
Tim Ihlenfeld & Jeff Leckwee, BAC
Mike Ryan, WLDC
Ray Lavalley, OPCMIA, Area 204
Dale Miller, IUOE, Local 139

MANAGEMENT

Barry Scholz, The Boldt Company
Rich Lynch, J.H. Findorff & Sons
Darren Lett, C.R. Meyer & Sons Co.
Pat Smith, C.D. Smith Construction
Rick Skaife, Monona Masonry

Additional copies (8 ½ x 11 format) of the Construction Trades Substance Abuse Testing & Assistance Program can be printed from the AGC website at www.agcwi.org . Revisions to the program will also be posted on the website as needed.