

**AGREEMENT BETWEEN
INDEPENDENT PLASTERING CONTRACTORS AND
OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION OF AMERICA
LOCAL 599 AREA 204
JUNE 1, 2022 THROUGH MAY 31, 2025**

PREAMBLE

This Agreement is made and entered into by and between the Independent Plastering Contractors, on behalf of Contractors employing Plasterers' hereinafter referred to as "Employers" and the Operative Plasterers' & Cement Masons' International Association, Local 599, Area 204, hereinafter referred to as the "Union".

ARTICLE I - PURPOSE

This Agreement is motivated by the desire of the parties to continue harmonious relations, to provide orderly collective bargaining relationships and prompt and equitable disposition of grievances, to maintain fair wages, hours, and other working conditions, to allow the Employers to operate and manage their affairs as efficiently and flexibly as possible, to prevent work stoppages, strikes and lockouts, to promote good relations between the parties, and to reduce to contract form all the understandings arrived at by collective bargaining with reference to terms and conditions of employment.

ARTICLE II - RECOGNITION

SECTION 2-1

The Employers bound by this Agreement recognize the Union as the exclusive majority representative of all employees covered by this Agreement in the bargaining unit set forth in this Agreement pursuant to Section 9(a) of the Labor-Management Relations Act. This majority status has been established by the Union's unequivocal demand for recognition as majority representative, the Employers unequivocal granting recognition of the Union's majority 9(a) status based on the Union having shown or having offered to show an evidentiary basis of the Union's majority support. Section 9(a) status may have also resulted based on a National Relations Labor Board certification that the Union is a majority representative of the bargaining unit covered by this Agreement, doing any work covered by this Agreement, including the following:

(2-1A) All cement plastering, which shall be supervised and executed by the Plasterer on walls, over and above the six (6) inch base.

(2-1B) All waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plaster weld and any similar products, regardless of the tools used, or the method of application, or the color of materials used and regardless of the type of base these materials may be applied to.

(2-1C) All moldings run in place and all staff work, the making of templates and horsing of molds in and on buildings must be made and produced by members of the O.P. & C.M.I.A.

(2-1D) Plasterers' claim hollow metal door frames in stud partitions when grouted with plaster materials.

(2-1E) All work listed in the Operative Plasterers' & Cement Masons' International Association Constitution.

SECTION 2-2.

The Union recognizes the Independent Plastering Contractors, as the exclusive bargaining representative with reference to wages, hours of work and conditions of employment, for all Plastering Contractors on all present and future work sites within the geographical area covered by this Agreement.

ARTICLE III - EMPLOYER RIGHTS

The Employer shall at all times, subject only to the express limitations of this Agreement, have full control of matters relative to the management and control of their business.

ARTICLE IV - UNION SECURITY

SECTION 4-1.

All present employees of the Employer who are members of the Union as of the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall as a condition of continued employment, maintain membership in such Union to the extent of tendering the periodic dues and initiation fees uniformly required by such Union as a condition of acquiring or retaining membership, after the seventh (7) day following the date of hire or the effective date of this Agreement, whichever is the latter. Nothing in this Section shall be construed so as to require or allow the Employer or the Union to violate any applicable law.

SECTION 4-2.

The Employer shall have freedom of selectivity in hiring applicants and may do so at the job site. Nevertheless, the Employer shall notify the Union of all available jobs so as to enable the Union to keep their members apprised of such opportunities for employment. If any Employer decides to obtain employees from the Union on any job, he shall specify the number of employees required, the location of the job, the nature and type of work to be performed and such other information as is deemed essential to enable the Union to make proper referral of applicants. The Employer may reject any applicant whether referred by the Union or otherwise.

ARTICLE V - APPRENTICES

SECTION 5-1.

Apprentices shall receive all fringe benefits at the sum per hour specified in **appendix "A" Wages** attached hereto for each hour that an employee works.

SECTION 5-2.

In order to maintain a sufficient number of skilled Plasterers, the necessity for employment of Apprentices is hereby recognized. The employment and proper training for as many Apprentices as is reasonable and practical shall be encouraged by all parties to this Agreement. The rules of the Joint Apprenticeship Committee shall be strictly adhered to by all Employers and employees covered by this Agreement. Copies of said rules to be furnished to all parties concerned by the committee.

SECTION 5-3.

Each Employer signatory to this Agreement will be required to hire one Apprentice for every four (4) Journeymen, if available.

SECTION 5-4.

Effective June 1, 2019, Pension contributions for Apprentices shall be set at \$1.00 per hour the first year, \$5.00 per hour the second year and \$10.00 per hour the third year, with increases effective one year from the date of first hire and completion of hours per year required below:

First Year: 1560 Hours

Second Year: 3120 Hours

Third Year: 4680

SECTION 5-5. -APPRENTICE SCALE OF WAGES

0 - 780 hours	50% of journeyman's rate of pay + 10% related training
781 - 1560 hours	55% of journeyman's rate of pay + 10% related training
1561 - 2340 hours	65% of journeyman's rate of pay + 10% related training
2341 - 3120 hours	70% of journeyman's rate of pay + 10% related training
3121 - 3900 hours	80% of journeyman's rate of pay + 10% related training
3901 - 4680 hours	85% of journeyman's rate of pay + 10% related training

ARTICLE VI - EMPLOYEE CONTRACTING

Any member of the Union who contracts work shall abide by the terms of this Agreement. Such member, however, shall not contract, bid for work, or do any work for private parties while still in the employ of an Employer who is party to this Agreement unless he first notifies his Employer and the Union Business Representative and has the consent of both the Employer and the Union. If a member has contracted work for three (3) months, he must hire at least one employee in addition to himself. Any Employer who subsequently works as a Journeyman for another Employer shall not engage in contracting again for a period of one year from such employment as a Journeyman, unless he receives the approval of the parties hereto, and this Agreement shall be canceled as to such former Employer while he is employed as a Journeyman. Not more than one owner of any contracting firm shall work with tools of the trade without being a member of Local 599 Area 204.

ARTICLE VII - UNEMPLOYMENT AND WORKER'S COMPENSATION

Every Employer who is subject to this Agreement, regardless of the number of persons employed by each Employer, shall obtain coverage under the Worker's and Unemployment Compensation Acts of the State of Wisconsin.

ARTICLE VIII - GENERAL PROVISIONS

SECTION 8-1.

There shall be no limitation as to the amount of work an employee may perform in a day. All work shall be done in a good and workmanlike manner and the Employer shall allow a reasonable amount of time to have the same done so.

SECTION 8-2.

There shall be no restrictions of the use of machinery or tools furnished by the Employer.

SECTION 8-3.

All members of the Union are at liberty to work for any Employer who is a party to this Agreement. All Employers are at liberty to employ and discharge any employee with just cause and without discrimination.

SECTION 8-4.

No employee shall drink intoxicating beverages during working hours.

SECTION 8-5.

All rods and straight edges will be furnished by the Employer. It will be the duty of all persons to use such straight edges to perform satisfactory workmanship in accordance with the American Standards Association.

SECTION 8-6.

(8-6A) Me-Too Clause: With the exception of the Foreman, if Local Plasterers are available, and the Employer elects to bring in Plasterers from another Local, and they are employed on such jobsite, all Plasterers shall receive the highest total package rate paid on that particular job.

(8-6B) On all job sites in this jurisdiction, at least fifty percent (50%) of the Plasterers employed plus the odd one shall be members of Local #599 Area 204 (when available).

(8-6C) It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary lawful Labor dispute, or refuses to go through or work behind any lawful or primary picket line, including a primary picket line established by this Local Union, and including primary picket lines directed at the Employer party to this Agreement.

SECTION 8-7.

The employees covered by this Agreement will use, handle, and operate the plastering machine on the same terms and conditions of employment as apply to hand applied work, and plaster pump, hose, nozzle, etc., which shall be work within the jurisdiction and scope of the Plasterers.

ARTICLE IX - STILTS

Stilts can be used in the jurisdiction of Operative Plasterers' & Cement Masons' Local 599 Area 204 under certain conditions:

(9-A) Stilts may be used when certain special materials are used, spackling drywall, and thin coat material.

(9-B) Stilts will not be used when the area to be finished is over 9' high on walls. If ceilings are to be finished, 8' is the maximum height.

(9-C) All areas where stilts are to be used shall have the floor broom clean with no materials or equipment within 6' of the work.

ARTICLE X - JURISDICTION & AREA

The territorial jurisdiction of this contract shall cover the counties of **Dane, Grant, Green, Iowa, Lafayette and Rock Counties** in the State of Wisconsin.

ARTICLE XI - PLASTERERS' JURISDICTION

All interior or exterior plastering, cement, stucco, stone, imitation, dryvit, sto, R-wall, sure-wall and all other out-sulation materials and all similar materials, pertaining to the plastering industry or any patent material when cast, the setting of same, Wert, Dry and Intumescent fireproofing, Air/Vapor Barrier and also corner beads when stuck must be done by practical Plasterers of the O.P. & C.M.I.A. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applied; also the taping and pointing of all joints, nail holes and bruises on wallboard, regardless of the type of materials or tools used, when covered in its entirety, also the setting in place of plasterboards, ground blocks, patent dots, cork plates, Styrofoam, and brownstone, including temporary nailing, cutting, and fitting in connection with the sticking of same. All acoustic blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the Plasterer only. Also the sticking, nailing, and screwing of all composition caps and ornaments. The preparing, scratching, and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by Plasterers of this association, allowing sufficient thickness to allow the applying of terrazzo or tile and the application of any plastic material to the same must be done by the members of the O.P. & C.M.I.A. who are practical Plasterers. The taping, pointing, and finishing of all drywall. All applications of Water Proofing and Spray Foam.

ARTICLE XII - JURISDICTIONAL DISPUTES

SECTION 12-1.

It is agreed that this Collective Bargaining Agreement covers all work within the work jurisdiction of the Operative Plasterers' and Cement Masons' International Association as presently set forth in its International Constitution under the sections dealing with Plasterers' and Cement Masons' jurisdiction. The Employer agrees to recognize the jurisdictional claims of the Union that have been established by agreements of record with other crafts, awards contained in the Green Book, or as a result of decisions by the National Joint Board for the Settlement of Jurisdictional Disputes.

SECTION 12-2.

The Plasterers shall have the jurisdiction over but shall not be limited to the scope of work listed in the Constitution of the Operative Plasterers' and Cement Masons' International Association of America.

SECTION 12-3.

The Employer and the Union severally agree to be bound by all terms and provisions of the Plan establishing procedures for the resolution of jurisdictional disputes in the construction industry known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter referred to as the "Plan"). In particular, the parties agree to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrator or National Arbitration Panels established under the Plan and to fulfill the obligations of the Employer as set forth in the Plan and under the Agreement.

SECTION 12-4.

The Union and the Employer shall cooperate to the fullest extent in the settlement of jurisdictional disputes. There shall be no stoppage of work or slowdown arising from any jurisdictional dispute.

ARTICLE XIII - ARBITRATION

SECTION 13-1.

In case of any disagreement over the interpretation, application of enforcement of specific terms of this Agreement, except Jurisdictional disputes, between the Union and an Employer which cannot be settled between such parties, the same shall be submitted in writing within forty-eight (48) hours of the date of the complaint (which in no case shall exceed fourteen (14) days from the date the reason for the grievance occurred) to a Board of Arbitration composed as follows: Three (3) members to be chosen by the Independent Contractors and three (3) members to be chosen by the Union. In case of disagreement a seventh member shall be chosen by the six (6) members first chosen, within forty-eight (48) hours and incase the six (6) cannot agree on the seventh member, then the Federal Mediation & Conciliation Service shall be requested to supply a panel of five (5) names, from which each party will alternately strike two (2) names, the remaining name being the seventh member of the Board of Arbitration. A decision of a majority of this Arbitration.

The decision of the Board shall be rendered within seven (7) days and shall be binding on both parties. In rendering its decision, the Arbitration Board shall neither add to, detract from nor modify any of the provisions of this Agreement. Either party failing to fulfill its obligations under this clause shall forfeit their contention in the dispute to the other party. It is further agreed that expenses incurred by the Arbitration Board are to be borne equally by both parties, except that each party shall bear its own costs for its witnesses, attorneys, and all other out-of-pocket expenses it incurs. Nothing herein shall be construed to obligate either party to arbitrate differences with respect to the terms of a new agreement when this Agreement has been terminated as herein provided.

SECTION 13-2.

Each party hereto agrees that there shall be no strikes or lockouts during the life of this Agreement.

ARTICLE XIV - TOOLS, EQUIPMENT, SAFETY AND SANITATION

SECTION 14-1.

Each Plasterer shall furnish suitable hand tools for the proper performance of his work. Minimum tools required: Hawk, hatchet, two (2) trowel (one suitable for finishing), level (minimum 18"), white coating brush, browning brush, margin or pointing trowel, chisel, square (12" by 18"), angle float, sand finish float, scoop, scarifier, tape measure, rasp, knife, and EIFS floats.

SECTION 14-2.

The Employer, Union and the employees covered by this Agreement shall comply with all rules and laws pertaining to safety and sanitation established by the federal, state, and local governments. Safety devices provided by the Employer shall not be removed by the workers and where safety devices are furnished by the Employer to be worn by the employees, they shall be worn, and the Union will cooperate with the Employer to see that these provisions are enforced. Failure to comply with this requirement of wearing safety devices is cause for discharge.

ARTICLE XV - STEWARDS AND UNION BUSINESS REPRESENTATIVES

SECTION 15-1.

If a steward is appointed on a job, he shall perform his duties at such time as will not interfere with his regular work. The steward shall not be discriminated against or discharged by the Employer for the performance of his duties.

SECTION 15-2.

The representatives of the Union shall be allowed to visit jobs during working hours to interview the Employer, steward, or employees at work, but in no way hindering the process of the work. The Union shall be required to carry compensation and liability insurance on its Business Agents or its Representatives. Such Union Representatives shall obey all safety rules while visiting jobs.

ARTICLE XVI - HOUR OF EMPLOYMENT AND BREAKS**SECTION 16-1.**

Eight (8) hours per day between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a day's work. Any staggered starting time may be permitted by the Union.

SECTION 16-2.

Five (5) days shall constitute a normal work week. Monday through Friday inclusive. Optional, employee may work 10-hour days, 4 days per week, with mutual agreement with the Union and Employer.

SECTION 16-3.

An employee shall be entitled to a ten (10) minute coffee break in the morning of the workday, Coffee break must be taken at the job site. Lunch shall be one half hour (½).

SECTION 16-4.

Employees shall be allowed a five (5) minute wash-up period at the end of the workday.

SECTION 16-5

If the starting time is before 6:00 am, the hours worked shall be continuous with lunch of one-half (1/2) hour taken approximately four (4) hours after time of starting. Hours worked in excess of eight (8) hours shall be at the regular overtime rate.

ARTICLE XVII - OVERTIME RATES AND HOLIDAYS**SECTION 17-1.**

Saturday, except when the makeup day provision is used, under Article XIX and all work performed other than during the regular scheduled eight (8) hour workday shall be paid for at time and ½ the regular straight time rate of pay.

SECTION 17-2.

All work performed on Sundays and holidays shall be paid for at the double the regular straight time rate of pay.

SECTION 17-3.

Holidays are: New Year's Day, Memorial Day, July 4, Labor Day, Christmas Day and Thanksgiving or the days observed as such.

ARTICLE XVIII - PAY PROVISIONS**SECTION 18-1.**

The minimum scale of wages for each type of class employee shall be as indicated on "Appendix A", attached hereto.

SECTION 18-2.

Employees must furnish their own transportation. If an employee is transferred from one job to another during the day, regular wages shall be paid for the time spent traveling.

SECTION 18-3.

Any Plasterer reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting. The employee must remain on the job for those two (2) hours at the Employer's request.

SECTION 18-4.

Payday shall be on or before Friday of each week. Employees laid off or discharged at any time will be paid on the regular payday. Employees who are laid off, discharged, or quit shall have 15 minutes to pack tools. If an employee quits of his own accord, he shall be paid on the regular pay day.

SECTION 18-5.

All wages are to be paid weekly by check on the job at or before quitting time or by mail postmarked by pay day or direct deposit and not more than five (5) days shall be withheld at any time.

SECTION 18-6.

The Foreman shall be the agent of his Employer, and shall have the right to hire and/or discharge any or all employees, subject to the control, direction and instruction of his Employer. It shall be the function of the Foreman to tell the worker what to do, how to do it, and to see that the work is properly done. He shall be responsible for the placing of employees, assigning their tasks, selection of proper materials and tools, maintaining safe working conditions and planning and effecting efficient execution of work. He may perform such acts incidental to, or in the operation of plastering as the Employer may direct. Foreman shall receive **two dollars and twenty-five cents (\$2.25)** per hour over the Journeyman rate of pay.

ARTICLE XIX - MAKEUP DAY

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 four (4) 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 four (4) 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. 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 Employer 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 XI - Arbitration, comprised of five (7) 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 make-up day, then the option for the violating Employer to use the make-up day Saturday shall be revoked for that Employer for the duration of the term of the Agreement and restitution to the aggrieved employee or employees shall be made.

ARTICLE XX - SUBCONTRACTING

The Employer agrees not to sublet, assign, or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm, or corporation except where the Employer signifies and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement. All charges of violation of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

ARTICLE XXI - PENSION AND HEALTH & WELFARE FUNDS

SECTION 21-1-PENSION FUND

(21-1A) During the life of this Agreement, each Employer covered by this Agreement shall pay the sum stipulated in **Appendix "A" Wages** for each hour worked by all employees covered by this Agreement to the trustees of the Operative Plasterers' and Cement Masons' Local 599 Area 204 Pension Fund. These payments shall be made not later than the fifteenth (15) day of each month following the month for which payment is being made. The amount changes from year to year providing the Union chooses to do so.

(21-1B) The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration and operation of the Operative Plasterers' and Cement Masons' Local 599 Area 204 Pension Fund, and of the Pension Plan established there under, as amended from time to time, and, further, agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with such Trust Agreement. The Employer and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

(21-1C) The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to the Operative Plasterers' and Cement Masons' Local 599 Area 204 Pension Fund in accordance with subsection (A) preceding.

SECTION 21-2 - ANNUITY

(21-2A) During the life of this Agreement, each Employer covered by this Agreement shall defer from each employees' base hourly rate the sum of \$0, or \$1.00 thru \$10.00, per hour, at each employee's discretion, for each hour worked, to the trustees of the Operative Plasterers' & Cement Masons' Local 599 Area 204 Supplemental Retirement Fund. Each employee covered by this Agreement must state annually in writing to the Fund office on or before Jan.1 and/or June 1 of each year, what amount will be deferred. If an employee does not notify the Fund office of any change in the deferred amount, the deferred amount shall remain the same as the preceding year.

(21-2B) The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration and operation of the Operative Plasterers' and Cement Masons' Local 599 Area 204 Supplemental Retirement Fund, and of the Pension Plan established there under, as amended from time to time, and, further, agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with such Trust Agreement. The Employer and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

(21-2C) The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to the Operative Plasterers' and Cement Masons' Local 599 Area 204 Supplemental Retirement Fund in accordance with subsection (A) preceding.

SECTION 21-3. - HEALTH AND WELFARE FUND

(21-3A) During the life of this Agreement, each Employer covered by this Agreement shall pay the sum stipulated in **Appendix "A" Wages** per hour for each hour worked by all employees covered by this Agreement to the Union's Health Care Fund of choice or to the members base rate of pay if no Health Care Fund is available. These payments shall be made not later than the fifteenth (15th) day of each month following the month for which payment is being made.

(21-3B) The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration, and operation of the Union's Health Care of choice, as amended from time to time, and further agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreement. The parties to this Agreement, and all Employers covered thereby, hereby accept as Trustees the Trustees appointed under and in accordance with such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with such Trust Agreement. The Employer and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

(21-3C) The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to the Union's Health Care of choice in accordance with subsection (A) above.

(21-3D) The Trustees of the Operative Plasterers' and Cement Masons' Local 599 Area 204 Pension Fund, of the Operative Plasterers' and Cement Masons' Local 599 Area 204 Supplemental Retirement Fund and of the Union's Health Care of choice (to which Funds payments are required to be made by Employers under this Agreement) may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in the Agreement.

(21-3E) If at any time any of the Funds (Sections 1, 2 & 3) are discontinued, those amounts shall revert to the employee.

(21-3F) The Employer agrees to submit fringe benefit payments on behalf of all Union and Non-Union employees performing any work covered by this Agreement.

(21-3G) All payments to the Fringe Benefit Funds during the term of this Collective Bargaining Agreement are deemed to be paid pursuant to this Collective Bargaining Agreement.

(21-3H) The Employer shall promptly furnish to the Trustees of any fringe benefit Fund or their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Trust Fund.

(21-3I) The Employer agrees that the Union may apply the increase in monies bargained for during these negotiations as the Union sees fit for wages, pension, annuity health and welfare Funds, vacation Funds, training Funds (educational) and any other Funds existing under present Collective Bargaining Agreements of the Cement Masons and Bricklayers Unions. It is agreed that during the term of this Agreement, management and the labor organizations will work for the goal of consolidating all existing craft Funds for the purpose of reducing administrative expense and improving benefits.

(21-4A) In the event a National and /or State Health Insurance Plan becomes law, this Agreement shall be opened for the sole and exclusive purpose of appointing the then-current hourly contribution that is required between National and /or State Health Insurance, the Health and Welfare Funds provided for in this Agreement, and the remainder to wages.

21-4B) The Union and the Association agree that in no event will a mandatory health insurance program result in a total package (including any payroll taxes) increase in the then current total package.

(21-4C) It is further agreed that with respect to the meetings and discussions had or to be had pursuant to subsection (21-4A) of this Section, there shall be no strike, slowdown, concerted cessation of work or other job action on the part of the Union or of the Employees, and there shall be no lockout on the part of the Employer.

ARTICLE XXII - DUES CHECK OFF

Upon receipt of the employee's written authorization, which shall be irrevocable for not more than one year or the term of this Agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, dues in the amount per hour certified to the Employer by the Union as representative of that required of all members to maintain membership in the Union, and remit the same in an amount as specified to the Wisconsin Masons Benefit Funds on a remittance form showing the names and amounts from whom the deductions were made in the amount required for the particular area where the work is performed. Such form shall also show the various Fund contributions made by Employer pursuant to this Agreement. Such written authorization by an employee may be revoked by the employee during a ten (10) day period prior to the anniversary or termination date of the Agreement, whichever occurs first. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods during the term of this Agreement.

ARTICLE XXIII - HOME FUNDING AND CENTRAL CLEARING

SECTION 1 – HOME FUNDING

(23-1A) For key or recruited employees, who are members of an OP&CMIA Local Union, the Employer may make fringe benefit payments for health and welfare, pension, or annuity contributions to the employee's home fund for the employee's home area. Pension and annuity contributions may be separate or combined, depending on the employee's home fund or funds. The hourly rate may be adjusted to reflect contributions at the home fund rates, but the total wage benefit package shall remain equal to or greater than the wage benefit package for the area in which the work is performed. Other remittances will be made in accordance with the contribution rates for the area in which the work is performed. Remittance forms will be provided by the OP&CMIA and by the Local Union having jurisdiction over the area in which the work is performed.

(23-1B) For employees, Cement Masons and/or Plasterers, working under this Agreement, who are members of a Local Union that is not affiliated with the OP&CMIA. The Employer shall direct all fringe benefit payments for the health and welfare and pension contributions to the employee's home area fund,

and not to the Funds of locals affiliated with the signatory OP&CMIA Local 599 at rates designated by the pension and health and welfare for the Local area Union Fund to which the employee belongs. The employee's hourly base wage will be adjusted upwards or downwards to reflect contributions at the home fund rates, but the total wage benefit package shall remain equal to the wage benefit package negotiated under this Collective Bargaining Agreement. Other remittances, including those for working dues, all education fund contributions, or any industry pension fund that might be established, shall be made for all employees in accordance with the contract for the area in which the work is being performed, in accordance with the area remittance form provided by the OP&CMIA.

SECTION 2- CENTRAL CLEARING OFFICE

(23-2A) In order to facilitate the payment by Employers of the contributions required to be made pursuant to Articles XXI, XXII, XXIII and/or XXIV, there is hereby established a central clearing office, such central clearing office to be operated and administered, under the name of "Wisconsin Masons Benefit Funds," by the contract administrator employed from time to time by the Trustees of the Wisconsin Masons Pension Fund for the administration of such Pension Fund.

(23-2B) During the life of this Agreement, all Employers covered by this Agreement, shall pay the contributions required to be made to the several Funds enumerated in Articles XXI and XXIV, to the Wisconsin Masons Benefit Funds (the central clearing office) for distribution to the Trustees of these Funds or to their authorized agents or depositories.

All such contributions intended for the several Funds may be paid with a single remittance, such remittance to be made payable to "**WISCONSIN MASONS BENEFIT FUNDS**" and to be sent together with the required remittance reports to:

**WISCONSIN MASONS BENEFIT FUNDS
US BANK
P.O. BOX 78013
MILWAUKEE, WISCONSIN 53278-0013**

(23-2C) At any time during the term of this Agreement, the Union, upon providing the Employer with a thirty (30) day written notice, may designate an alternative health and welfare Fund for whom the Employer shall make contributions in accordance with the terms of this Agreement, providing the Union meets all withdrawal requirements from the existing Fund and the Union is responsible for any and all cost associated with withdrawing from an existing Fund or joining a new Fund.

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

Said contributions shall be paid at such intervals and at such times as is provided for in Section 3 of Article XXI.

ARTICLE XXIV - APPRENTICESHIP & TRAINING FUND

SECTION 24-1.

The Employer shall pay into the Wisconsin Operative Plasterers' & Cement Masons' Journeyman & Apprenticeship Training Fund the sum per hour specified in appendix "A" attached hereto for each hour that an employee works, by the 15th day of the following month.

SECTION 24-2.

Each Employer covered by this Agreement shall contribute to the Wisconsin Operative Plasterers' & Cement Masons' Journeymen & Apprentice Training Fund, for apprenticeship benefits and administrative costs, the sum per hour as specified in appendix "A" effective June 1, 2022, through May 31, 2025, for all hours worked, for all employees covered by this Agreement.

SECTION 24-3.

The Union and all Employers covered by this Agreement agree to be bound by all terms of the Wisconsin Operative Plasterers' & Cement Masons' Journeymen & Apprenticeship Training Fund, and by all of the actions of the Trustees administering such apprenticeship Funds in accordance with the Trust Agreement, plan and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed in accordance with the respective Trust Agreements. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

SECTION 24-4.

All monies, for apprenticeship reports and checks must be mailed to **Wisconsin Masons Benefit Fund**, not later than the fifteenth (15th) day of each month. If not received by the twentieth (20th) day of each month, it shall be mandatory that Local 599 Area 204 reserves the right to remove all employed members of this Agreement from the employment of the delinquent Employer, and the Union may demand payment immediately. Each week thereafter, the monies shall be paid by cashier's check until such time the Union feels the affected Contractor is making effort to comply with the contract. Each fringe benefit and contribution will be itemized on regular forms furnished to the Employer. It shall be a violation of this Agreement not to treat all signatories equally under this clause.

ARTICLE XXV - ENFORCEMENT OF PAYMENTS TO FRINGE BENEFIT FUNDS

SECTION 25-1.

A "Fringe Benefit Fund", as that term is used in this Article, is any Trust Fund to which the Employer is obligated to make contributions under this Agreement.

SECTION 25-2.

The Employer's obligation under this Agreement to make payments and contributions to Fringe Benefit Funds for all employees covered by this Agreement applies to all employees regardless of membership or non-membership in the Union and is from the employee's first hour of employment.

SECTION 25-3.

All payments to the Fringe Benefit Funds for employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.

SECTION 25-4.

The Employer shall promptly furnish to the Trustees of any Fringe Benefit Fund, or their authorized agents, on demand, all necessary employment, personnel, or payroll records relating to its former or present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Fringe Benefit Fund. The Trustees or their authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of the Fringe Benefit Fund.

SECTION 25-5.

The Trustees of any Fringe Benefit Fund may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure other provided for in this Agreement In the event it becomes necessary to commence any such legal, equitable or administrative action against any Employer, such Employer shall be obligated to pay the respective Fringe Benefit Fund or Funds attorney fees, Auditor fees, as well as any court reporter fees, filing fees, and the actual costs of effecting service of papers.

ARTICLE XXV1 - BONDING

All new Employers will be required, upon signing a Collective Bargaining Agreement, to post on a form approved by them, the Business Manager of Local 599 Area 204 a bond written by a company rated by A M Best as A- or better to guarantee payment of all Funds, Bonds shall be in the amount of:

1 to 5 covered employees	\$15,000
6 to 20 covered employees	\$50,000
Over 20 covered employees	\$100,000

If the Employer becomes delinquent for two months of contributions, the Business Manager shall call the bond and divide the proceeds of the bond among all the Funds in the Plasterers' Agreement that the Employer is obligated to pay into according to the prorated extent of each Fund's claims.

The bond will remain in force until the Employer has a record of one year of complete and timely contributions.

Any Employer who has not been required to post a bond will be required to do so as soon as the Employer becomes delinquent for two months of contributions. This bond in the amount specified above will remain in place until the delinquent Employer has accumulated a record of one year of complete and timely contributions.

Employers who do not provide required bonds will have their employees removed after a 15-day notice to the Employer until such time as they are in compliance with the bonding requirements.

If the employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

ARTICLE XXVII - SEVERABILITY CLAUSE

The parties agree to abide by all provisions of the Labor Management Relations Act as enacted by the Congress of the United States. Any provision in the Agreement that may be held unlawful under such Act, or any other law shall not void the rest of the Agreement.

ARTICLE XXVIII - NO DISCRIMINATION & GENDER

It shall be the policy of the Employer and the Union, not to unlawfully discriminate in employment based upon race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, sexual orientation, or military service and to provide equal employment opportunity for all qualified persons.

ARTICLE XXIX - OTHER CONTRACTS

SECTION (29-1).

No agreements, alterations, understandings, variations, waivers, or modifications of any of the terms, conditions or covenants contained in this Agreement shall be made by any Employer or group of Employers with any employees or group of employees, and in no case shall it be binding on the parties hereto.

SECTION (29-2).

This Agreement may be amended at any time by mutual consent of the parties hereto, such amendment to be in writing and executed in the same manner as this Agreement.

SECTION (29-3).

Whatever work is under Plasterer jurisdiction on the job site, shall remain under Plasterer jurisdiction off job site.

EXAMPLE: Prefabrication work that is done, either on or off job site, the part or parts which would have come under Plasterers' jurisdiction on the job site shall remain under Plasterers' jurisdiction off job site.

ARTICLE XXX - MANDATORY JOURNEYMAN UPGRADE TRAINING

SECTION (30-1).

(30-1A) The Union recognizes the importance of journeymen training/upgrading and agrees to fully cooperate with Employers in a concerted effort to provide a highly skilled workforce in which to compete in the marketplace.

(30-1B) The Union and Employers agree to promote and require a minimum of eight (8) hours upgrade training courses per calendar year. Employees who do not get eight (8) hours 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 in mid-contract year, the employee will receive the increase at that time. The Joint Trustees of the Operative Plasterers' & Cement Masons Local 599 area 204 Apprentice & Training fund will determine the classes that qualify for this upgrade training. This requirement will be effective with the June 1, 2006, contract anniversary date. If paragraph (C) below is not implemented the paragraph (b) shall not apply.

(30-1C) Both parties agree they shall meet a minimum of once a year to develop an upgrade training program geared specifically for Plasterers. This program shall be funded by the Operative Plasterers' & Cement Masons Local 599 area 204 Apprentice & Training fund. If the provisions of paragraph (C) are not followed, then the requirements of paragraph (B) shall not apply.

SECTION (30-2).

If Employer provides certified training to Union employees, notification of such training shall be forwarded to the Union by the Employer. The Union shall compile and maintain an accurate record 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.

ARTICLE XXXI - DRUG TESTING

Local 599 Area 204 has adopted and implemented the **Construction Trades Substance Abuse Testing and Assistance program**. A copy of the complete program will be attached to the Contract as **Appendix “D”**.

APPENDIX “A” WAGE

EFFECTIVE JUNE 1, 2022, \$1.92

JOURNEYMAN:

Base Hourly Rate of Pay	\$37.96
Health & Welfare	\$10.25
Pension	\$16.75
Apprenticeship. & Training	\$ 0.85
Big Step	\$ 0.01

Total Package	\$65.82
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Foreman’s Pay	\$2.25 over Journeyman’s rate
Dues Check Off	\$2.53 (per hour)
Annuity (to be deferred)	0 to \$10.00

******* Future Raises *******

MAY 30, 2023, To Be \$1.97
JUNE 3, 2024, To Be \$2.03
MAY 31, 2025, To Be Negotiated

Local 599 Area 204 reserves the right to divert any of the aforementioned monies to fringe benefits upon a thirty (30) day notice to the Contractor

Letter of Understanding

Appendix “B”

- A. **“Special Clothing Requirements”** Example, when working in food plants, hair nets, gowns, or other garments to be supplied by the owner or Contractor to be worn by the men doing the work.
- B. **“Safety rules and requirements”** Glasses and other related equipment to perform the job.
- C. **“Restricted access areas”** Places to be kept out of or certain entrances to be used,
- D. **“Sanitation and personal hygiene requirements”** Example, washing hands after going to the bathroom when working in a food plant or hospital.
- E. **“Security rules and requirements”** Identification badges may be required, also the inspection of toolboxes and lunch boxes.
- F. **“Drug and Alcohol sale, possession or usage rules”** Refer to Drug language.
- G. **“Drug and Alcohol testing requirements”** Refer to Drug language.
- H. **“Noise limitations”** Refers to loud mufflers on cars near hospitals, jack hammers and nail guns at certain times.
- I. **“Rules related to the use TV’s, radios, CD players and transmitters”** Example, they may be banned in open offices or when they interfere with other people.
- J. **“Smoking restrictions”** Construction tradesmen may use owner’s smoking area, example, hospitals, schools, areas with explosive flues etc.
- K. **“Sexual harassment rules”** Include but not limited to offensive T-shirts, verbal abuse, etc.
- L. **“Rules related to the use of owner’s facilities, utilities, material and equipment”** Example, owners require lunch to be eaten in certain areas, materials to be stored in certain areas, job to be cleaned up every day.
- M. **“Objectionable language, pictures and printer apparel”** Example, no swearing while working in a church, T-shirt that offend the place you are working in.
- N. **“Site accesses and parking restrictions”** Example, the owner may direct Contractors’ employees to park in certain areas and only certain doors for access to his building.
- O. **“Cell Phones”** the personal use of company or personal cell phones shall be prohibited during working hours. Personal cell phones may be used for personal calls only during lunch and coffee breaks.

For other owner-imposed rules, the Contractor shall discuss requirements with the Union prior to implementation and come to an accord before implementation

Article XXXII - Duration

This Agreement shall be binding upon the parties, their successors, and assigns, and shall continue in full force and effect from JUNE 1, 2022, and from year to year thereafter, unless terminated by written notice given by either party to the other at least sixty (60) but no more than ninety (90) days prior to the expiration date MAY 31, 2025, or any anniversary thereof. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subjects of selective bargaining between them, it is expressly agreed that there shall be no re-opening of this Agreement for any matter pertaining to rates of pay, wages, hours of work, or other terms and conditions of employment, or otherwise, during the term of this Agreement.

Signed This _____ Day of _____ 2022

Independent Plastering
Contractor

For the Union

Employers Name

OPERATIVE PLASTERERS'
&

Employers Address

CEMENT MASONS
LOCAL 599 AREA 204

City

State & Zip

TODD GRAY

Business Rep. Area 204

Phone Number

Business Manager Local 599

E-Mail

opcma599.todd@gmail.com