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AGREEMENT BETWEEN
TRI-COUNTY CONTRACTORS' ASSOCIATION, INC.
AND THE
OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION OF AMERICA
LOCAL UNION #599-Area 845 - MILWAUKEE, OZAUKEE, WASHINGTON,
WAUKESHA, RACINE, KENOSHA, Walworth WISCONSIN

PREAMBLE

This Agreement is made and entered into by and between the TRI-COUNTY CONTRACTORS' ASSOCIATION OF RACINE, KENOSHA AND WALWORTH COUNTIES, hereinafter referred to as the "ASSOCIATION", on behalf of the CONSTRUCTION CONTRACTORS OF Walworth, RACINE AND KENOSHA COUNTIES employing Cement Masons, hereinafter referred to as "Employers" and LOCAL UNION NUMBER 599 Area 845 of the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION OF AMERICA, 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 of the understandings arrived at by Collective Bargaining with reference to terms and conditions of employment.

ARTICLE II - RECOGNITION

Section 1. The Union has claimed and demonstrated and the Employers, both individually and as a group, are satisfied and acknowledge that the Union represents a majority of the Employer's employees in classifications of work covered by this Agreement.

Therefore, the Association and the Employers hereby recognize the Union on a multi-employer basis 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 in Milwaukee, Ozaukee, Washington, Waukesha, Racine, Walworth and Kenosha Counties on all present and future job sites, doing the following work:

A. All concrete construction such as building bridges, elevators, tunnels, tanks, subways, smokestacks, curbs and gutters, islands, slabs, sidewalks, steps, driveways, street and alley paving, setting of all grade, strips and screeds for concrete work of any kind.

Footings will be done with a composite crew, (Cement Mason, Carpenter, and Laborer).

B. All rodding, leveling, darbying, bull floating, stamping, troweling and finishing of all concrete construction and paving, the chipping, brushing, the using of any colored pigment or waterproofing substance when mixed with cement, silica sand, and calcium which is applied with a scrubbing brush, or special made brush. Any application of colored pigments and hardeners for decorative concrete.

C. All cement finishing, spreading, rubbing, and patching of concrete walls, steps, sills, coping, posts, tanks, manholes, tunnels, subways, sewers, cisterns and the operation of all machines for scouring and grinding of all floors, sawing of joints, walls, and any finished surface on concrete construction that may be used in connection with the Cement Masons trade.

D. All laying and finishing of all composition and mastic floors, latex or epoxy, and the laying of all underlaying for soft tile and linoleum, whether laid free hand or from a precast form on the job, whether done by machine grinding or by brush, broom, trowel, or any other process.

E. All running of concrete, mastic or composition base six (6) inches or less in height.

F. All setting of all glass in cement, patching and pointing around all metal window frames that are set in concrete, the operation of Kelly float and finishing machines of any make.

G. Laser guided screeds to be under Cement Masons' jurisdiction.

H. Specialty floors - Trap rock, master plate, white, and calamine floors. The operation of machines for scoring, polishing, and Diamond polishing and all preparatory work needed.

I. Cement based three-dimensional (3D) printing used in the construction, maintenance, alteration, restoration, inspection and/or repair of any kind,—will be under the Cement Masons' jurisdiction. Cement Masons shall also have jurisdiction over the installation of the printed components, products or structures, as well as any traditional work of the Cement Mason once the installation is complete.

J. Cement Masons shall have jurisdiction over Building Information Modeling (BIM), computerized global positioning systems, computer-aided drafting and/or hand detail drawings for ceilings, floors, walls, and all concrete or cement construction, repair, restoration and inspection, as it pertains to the Cement Masons scope. This section will not interfere with the traditional role of a surveyor or surveying company.

Section 2. A.) All interior or exterior plastering, cement, stucco, stone, imitation, dryvit, sto, R-Wall, Sure-Wall and all other Outsulation materials, and all similar materials pertaining to the plastering industry or any material when cast, the setting of same, fireproofing, and also corner beads when stuck must be done by practical Plasterers of the OPCMIA. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applied; also taping and pointing of all joints, nail holes, 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 the 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 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 the terrazzo or tile and the application of any plastic material to the same must be done by members of the OPCMIA, who are practical Plasterers.

B.) All Cement Plastering shall be supervised and executed by the Plasterer on walls, over and above six (6) inch base.

C.) Plasterers claim 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 color of materials used and regardless of the type of base the materials may be applied to.

D.) 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 OPCMIA.

E.) Plasterers claim the grouting of hollow metal door frames in stud partitions when grouted

with plaster materials.

F.)The Plasterers claim all work listed in the Operative Plasterers and Cement Masons International Association Constitution

G. Plaster-based three-dimensional (3D) printing used in the construction, maintenance, alteration, restoration, inspection and/or repair will be under the Plasterers' jurisdiction. Plasterers shall also have jurisdiction over the installation of the printed components, products or structures as well as any traditional work of the Plasterer once the installation is complete.

H. Plasterers shall have jurisdiction over Building Information Modeling (BIM), computerized global positioning systems, computer-aided drafting and/or hand detail drawings for ceilings floors, walls and all plaster construction, repair, restoration and inspection as it pertains to the Plasterers scope. This section will not interfere with the traditional role of a surveyor or surveying company.

Section 3. A. The Union recognizes the Association on a multi-employer basis as the exclusive Bargaining Agent with reference to wages, hours of work and conditions of employment for all contractors in Racine, Walworth and Kenosha Counties employing Cement Masons.

B. The Union recognizes the Tri-County Contractors Association, Inc. as the Bargaining unit for all Employers who have so authorized the Association for all work covered hereunder. The Association agrees to furnish the Union lists of such Employers prior to June 1, 2003, and upon request thereafter. Upon such authorization any Employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to this Master Agreement. Individual Employers who have not so authorized the Association shall, by becoming part of this Master Agreement, also become part of the said multi-employer Bargaining unit, and said individual Employer authorizes the Association to negotiate successor Agreements on its behalf and said individual Employer specifically adopts all provisions of any successor Master Agreement entered into between the Association and the Union. Withdrawal from the multi-employer Bargaining unit may be accomplished only by written notice to the Union and to the Association at least sixty (60) but no more than ninety (90) days prior to the date of expiration of this Agreement or of any renewal period hereof. Notice to the Association shall constitute notice to each and all members of the multi-employer Bargaining unit.

ARTICLE III - ASSOCIATION LIABILITY

It is understood and agreed that the Association is a party to this Agreement only as a negotiating agent. Nothing in this Agreement shall be construed to make the Association liable for the failure of any Employer represented by it, or any other Employer covered by this Agreement, to comply with the provisions of this Agreement.

ARTICLE IV - EMPLOYER RIGHTS

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

ARTICLE V - UNION SECURITY

All present employees of the Employers who are members of the appropriate 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 appropriate 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. All present employees of the Employer who are not members of the appropriate Union, and all employees of the Employers hired after the effective date or execution date of this Agreement, whichever is the latter, shall, as a condition of continued employment, become and maintain membership in the

appropriate 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 day following the date of hire or the effective date of this Agreement or the execution date of this Agreement, whichever is the latter. Nothing in this Section shall require the Employer to violate any applicable law.

ARTICLE VI - EMPLOYEE CONTRACTING

Section 1. Any member of the Union who contracts work shall abide by the terms of this Agreement. Such member, however, shall not contact, bid for work, or do any work for private parties after regular working hours or on Saturday or Sunday while still in the employ of an Employer who is a party to this Agreement unless he first notifies his 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 card-carrying member of Local # 599 Area 845.

Section 2. In the event any employees represented by the Union violates this section of the Agreement, the party involved will be reprimanded and fined in accordance with the Union's Constitution and By-Laws.

ARTICLE VII - UNEMPLOYMENT AND WORKERS COMPENSATION

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

ARTICLE VIII - GENERAL PROVISIONS

Section 1. There shall be no limitation as to the amount of work an employee shall perform during his work day.

Section 2. There shall be no restriction of the use of machinery or tools furnished by the Employer.

Section 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 without discrimination.

Section 4. When an Employer desires an employee, he may call the employee but the employee must notify the Local so the Local knows the employee is working.

Section 5. No employee shall be put to work who appears to be in an intoxicated or drug induced condition. No employee shall drink intoxicating beverages or take illegal drugs during work hours or during noon lunch break. Violation thereof is cause for immediate dismissal.

Section 6. Miscellaneous Work Rules: (a) When any materials are added for the purpose of quick-setting the concrete, such as calcium-chloride or any other material similar to same, the Cement Masons shall be notified so they can govern themselves accordingly. (b) One Cement Mason is to be on the job during all the time concrete to be poured, placed, leveled, and finished. Under no condition shall one Cement Mason be left alone on any job after sunset. The other person can be designated by the Employer. (c) All Cement Masons must do their work in a workman-like, professional manner with the highest standard of the Cement Masons trade. (d) There shall be no restriction of the use of any raw or manufactured materials. (e) On all job sites in this jurisdiction, at least fifty percent (50%) of the Cement Masons employed, plus the odd number shall

be members of Local #599 Area 845 (when available).

ARTICLE IX - JURISDICTION

It is understood and agreed that Cement Masons' work in all of its branches is covered by this Agreement. In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work while the jurisdictional dispute is pending and the craft doing the work shall continue doing the work until the jurisdictional dispute is settled. It is mutually agreed that the parties to this Agreement will observe and be bound by the procedural rules and regulations of the National Joint Board for the settling of jurisdictional disputes in the Building and Construction Industry.

ARTICLE X - GRIEVANCE

Section 1. In case of any disagreement over the interpretation, application or enforcement of specific terms of this Agreement between the Union and an Employer, which cannot be settled between such parties, may go to mediation and 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: Two (2) members to be chosen by the Association and two (2) members to be chosen by the Union. In case of disagreement, a fifth member shall be chosen by the four (4) members first chosen within forty-eight (48) hours; and in case the four (4) cannot agree on a fifth member, then the Federal Mediation and 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 fifth member of the Board of Arbitration. A decision of the majority of this Arbitration 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 their 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-pockets 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 2. Each party hereto agrees that there shall be no strike or lockout during the life of this Agreement.

ARTICLE XI - TOOLS, EQUIPMENT AND SANITARY QUARTERS

Section 1. Employers are to furnish adequately locked quarters for employees to store tools. Also, sanitary facilities are to be provided. This section shall not apply to small jobs.

Section 2. Tools which are customary for the Employer to furnish in accordance with standard practices, such as special tools that are necessary to carry on the work, rubbing stones, rubber floats, and brushes, when there is rubbing and brushing to be done, shall be furnished by the Employer. Employers agree to furnish all power and mechanical tools. Employees shall take proper care of such tools. Any equipment furnished by the Employer shall remain the property of the Employer.

Section 3. Cement Masons Tools Required: Magnesium Float, 14 inch Trowel, 20 oz. Hammer, Nail holder apron and hammer holder, Wood darby at least 36 inches, Magnesium darby at least 36 inches, Margin Trowel, 25 foot tape, Edger, Joiner.

Section 4. The Employers, Unions, 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 contractors shall not be removed by the workers and where safety devices are furnished by the Employers to be worn by the employees, they shall be worn and the Union will cooperate with

the Employers to see that these provisions are enforced. Failure to comply with this requirement of wearing safety devices is cause for discharge.

ARTICLE XII - SUPERVISING FOREMAN

Section 1. The foreman shall be selected by and be the representative of the Employer.

Section 2. Any employee appointed by the Employer as a foreman must be qualified to direct the work of Cement Masons and Cement Mason Apprentices on all work which comes under the jurisdiction of the Cement Masons Local #599 Area 845.

Section 3. If three (3) or more Cement Masons are employed by an Employer, one Cement Mason shall be known as a foreman and shall receive the Cement Masons foreman's rate of pay which shall be 12 ½ % per hour over the base journeyman rate. There will always be one (1) Cement Mason foreman in every Employers company, if an owner works with the tools, the owner can be designated as the foreman.

Section 4. The Union shall recognize the rights of the Employer to delegate to his foremen the right to employ or discharge any and all the employees, subject to the provisions of this Agreement. It shall be the function of the foreman to instruct the workers of their duties and see to it that the work is properly performed. Subject to the overall policies, supervision, and direction of the Employer, the foreman shall be responsible for the placing of the employees, assigning them to their tasks, selecting the proper materials and tools, the maintaining of safe working conditions, and the planning and effecting execution of the work.

ARTICLE XIII - APPRENTICES AND TRAINEES

Section 1. The use of the Apprentices shall be encouraged by both the Union and the Employers. If an Employer employs more than (4) Cement Mason Journeypersons the Employer must employ at least (1) Apprentice. Employers not hiring and training Apprentices will be required to pay into the Operative Plasterers and Cement Masons Journeyman and Apprentice Training Fund two (2) times the contribution rate specified for each Craft worker employed.

Section 2. The parties to this Agreement agree to jointly maintain an adequate Apprenticeship system for the Industry. The Apprenticeship system shall comply with the applicable Wisconsin State Apprenticeship Laws and any additions hereto and the Constitution of the Operative Plasterers and Cement Masons International Association of America. No Apprentice shall be employed by an Employer unless he/she is either a member of an appropriate Union or, who upon being employed shall become a member of the appropriate Union to the extent of tendering the periodic dues and initiation fees uniformly required by such Union as a condition of acquiring or retaining such membership, within ninety (90) days after being employed as an Apprentice by the Employer. The Employer shall provide every opportunity to the Apprentice, enabling him/her to become a skilled crafts person. When an Employer requires more than two (2) journeypersons and does not have an Apprentice in his/her employ, and any Apprentices are unemployed, he/she shall be asked to employ such Apprentice as his/her third employee before hiring additional journeypersons. Additional Apprentices shall be started in accordance with the standards set up and approved for this Area. The Apprentice shall be laid off only for lack of diligence, ability, cooperation or other good and sufficient reasons, except Contractor falls below the number as when he/she was hired. When such lay-off occurs, the Contractor shall notify the Area Committee Secretary and the Union in advance so as to afford them time to place the Apprentice elsewhere, if possible.

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

Section 3. Apprentice wages shall be paid pursuant to the following schedule with minimum of:

1 st 6 months	60% skilled rate + 10% paid related instruction
2 nd 6 months	65% skilled rate + 10% paid related instruction

3 rd 6 months	70% skilled rate + 10% paid related instruction
4 th 6 months	75% skilled rate + 10% paid related instruction
5 th 6 months	80% skilled rate + 10% paid related instruction
6 th 6 months	85% skilled rate + 10% paid related instruction

Section 4. Every employee covered by this Agreement must attend a minimum of 8 hours per year of safety and skill improvement training as selected jointly by the Union and the Association.

Section 5. Trainee Wage

1 st	600 hours period	80% of the journeyperson rate
2 nd	600 hours period	83% of the journeyperson rate
3 rd	600 hours period	86% of the journeyperson rate
4 th	600 hours period	89% of the journeyperson rate
5 th	600 hours period	92% of the journeyperson rate
6 th	600 hours period	95% of the journeyperson rate

(b) All other working conditions and fringe benefit contributions shall be as set forth in this agreement.

(c) After the sixth (6th) six hundred (600) hour period, the trainee is a full-fledged journeyperson, and is to receive the prevailing journeyperson wage rate.

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

If the Employer provides certified training to Union employees, the Employer shall forward pre-approved notification of such training to the Training Fund, which will reimburse the cost of the training according to the reimbursement policy of the Union Training Fund or applicable Training Fund.

ARTICLE XIV - INDUSTRY ADVANCEMENT PROGRAM

Section 1. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program (hereinafter referred to as IAP) Fund for each employee covered by or subject to this Agreement the sum of ten (10) cents per hour for all hours worked by each employee. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. Payments that are to be paid under this Section shall not be referred to, or be considered, as wage or Fringe Benefit payments.

Section 2. A. Except to the extent otherwise provided in Section 3 of this Article, the payments received by the IAP Fund pursuant to Section 1 of this Article shall be used as provided in subsection (B) of this Section.

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

Section 3. A. In the event it becomes necessary to institute collection proceedings against any Employer delinquent in payments to the IAP Fund required by Section 1 of this Article, the Fund will assume, pro rata, the legal and other costs of collection.

B. The Employers covered by this Agreement agree to be bound by the terms of the Agreement

and Declaration of Trust of the IAP to the extent not inconsistent with this Labor Agreement. Said Employers do further consent to the appointment of, and accept, the Trustees of said Fund heretofore and hereafter designated and appointed in accordance with said Agreement and Declaration of Trust.

Section 4. In the event an Employer becomes delinquent in his payments to the IAP Fund, and after the Tri-County Contractors Association has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, as liquidated damages, 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 (1-1/2) percent per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Association 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 attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

Section 5. If the employees are removed from the job by the Union to enforce payments or liquidated damages assessments, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

Section 6. The Association hereby agrees to protect, defend, indemnify and hold harmless the Union against any and all loss, damages, costs and expenses and against, of and from any actions, demands, claims and all causes of action or other forms of liability arising out of this article.

Section 7. Effective June 1, 2015, subject to the approval of the Area 845 membership, two (2) cents from the 2015 wage increase shall be allocated to the Building Alliance and each Employer covered by this Agreement shall, in addition to the 2015 wage increase, subject to approval by the Association, contribute two (2) cents per hour to the Building Alliance. Said sums shall be remitted to the Association, which shall forward the total to the Building Alliance.

ARTICLE XV - STEWARDS AND UNION BUSINESS REPRESENTATIVES

Section 1. A steward may be appointed by the Union and the Employer on each job, who shall perform his duties at such times as will not interfere with his regular work, and should any grievance arise, the steward shall notify the Business Agent at once, who shall use every means to adjust the grievances without stoppage of work. He shall always, while at work, carry a copy of the working rules with him. He shall be subject to the jurisdiction of the Joint Arbitration Board. The steward shall be a competent worker and he shall not be dismissed without just cause nor shall he be discriminated against for performing his duties as outlined in this Agreement.

Section 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 progress of the work. Permission to interview the employees shall be obtained from the Employer or his representative. The Union shall be required to carry compensation and liability insurance on their Business Agent or their representatives, Business Agents shall furnish certificates of insurance to be kept on file at Tri-County Contractors' Association. Such Union representatives shall obey all safety rules while visiting jobs.

ARTICLE XVI - HOURS OF EMPLOYMENT

Section 1. A.) Eight (8) hours per day between the hours of 7:00 A.M. and 5:30 P.M. shall constitute a day's work. An earlier starting time may be permitted with mutual agreement of the Union and the Employer.

B.) There will be no staggering of starting times for personnel in the daily crew needed for that days'

work for the purpose of eliminating overtime pay.

Section 2. Six (6) days shall constitute a week's work, Monday through Saturday when Article XV, Section 7 is used.

Section 3. In the event shifts are worked, the first shift shall receive eight (8) hours pay for eight (8) hours work. Second and third shifts shall receive nine (9) hours pay for eight (8) hours worked. Shifts starting after 11 :00 P.M. Sunday will be considered a Monday shift and shifts starting after 11 :00 P.M. on Friday will be considered a Saturday shift.

Section 4. Employers shall allow each employee a ten-minute coffee break in the first part of such employee's workday, the time which may be staggered, to be determined by the foreman or the Employer.

Section 5. Noon hour is from 12:00 noon to 12:30 P.M. If any Cement Mason is able to eat from 11:00 A.M. and no later than 1:00 P.M., the Employer will not have to pay time and one half for noon, but if he is asked to eat earlier than 11:00 A.M. or later than 1:00 P.M., he will be paid time and one half for lunch and be allowed to eat when there is a chance.

Section 6. When any Employer calls a Cement Mason to work and there is three (3) or more day's work, he must employ the Cement Mason for at least three (3) days per calendar week before calling another Cement Mason out, if the employee is competent.

Section 7. 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 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.

ARTICLE XVII - OVERTIME RATES AND HOLIDAYS

Section 1. All work over eight (8) hours per day, all work on Saturday during the shifts described in Article XVI, Section 1 above, and if a shift described in Article XVI, Section 3 is worked, all hours worked on Saturday on such shift, shall be paid at the rate of time and one-half the regular hourly base rate except where Article 15, Section 7 prevails. All other work on Saturday, all work on Sunday (except if on a Monday shift described in Article XVI, Section 3 above), all work after twelve (12) consecutive hours, and all work on the following holidays shall be paid at the rate of double the regular hourly base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday, and falling on a Saturday shall be observed on the preceding Friday, without pay.

Section 2. No work shall be done on Labor Day unless to protect life and property.

ARTICLE XVIII - WAGE RATES

Section 1. The minimum scale of wages for each type of employee shall be as indicated on Appendix "A" attached hereto.

Section 2. 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 total package on that particular job. Any per diem included as wage shall be considered the highest wage rate paid.

Section 3. Employees must furnish their own transportation from home to the job and from the job to home at quitting time. In the event an employee is transferred from one job to another during the work day, his regular wages shall be paid by the Employer during such time.

Section 4. All Cement Masons working outside of the Racine and Kenosha Counties (the jurisdiction of Local #599 Area 845) shall be paid the approved IRS mileage reimbursement expenses, measured from the point at which the nearest highway crosses the County Line to the job site and return. If the Contractor provides transportation in a closed vehicle to and from the job, employees shall start at 15 minutes prior to starting time from the Contractor's place of business and pay shall commence at starting time and they shall leave on the return trip promptly at quitting time and shall not receive any mileage pay. Any overnight accommodations required by the Employer shall be paid for by the Employer at a two (2) star or higher rated hotel at a daily per diem for food and other expenses of forty dollars (\$40.00) per twenty-four (24) hour period for each worker. Said employee shall receive Area 845 wages and fringe benefits or Local Area total package wage rate, whichever is higher.

Section 5. Call in and reporting pay: (a) The employers must put cement masons to work at the time they are ordered to report, or pay them two (2) hours for reporting. And if put to work they shall be employed to the end of the normal work day, unless delayed or caused by inclement or adverse weather conditions, breakdowns, or delays beyond the control of the employer. If asked to wait, Employers must pay for all such waiting time. If employees are required to call in and fail to do so reporting pay shall not be required.

(b) Any Employer who regularly calls for additional help at a time other than the regular starting time and abuses the privilege shall be considered unfair and be subject to paying lost wages up to a maximum of \$250.00. This to be settled through Arbitration.

Section 6. When the employer has work specified in Article 2, Section 1 & 2 of this Agreement to be performed outside of the area covered by this Agreement and within the State of Wisconsin covered by any agreement with another affiliate of the Operative Plasters and Cement Masons International Association, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the job site area. Employers covered by this Agreement who are sent to projects outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Article II, Section 1 & 2 of this Agreement, but in no case less than the established minimum wage scale of the local Agreement covering the territory in which such work is being performed plus all contributions specified in the job site local Agreement. The provisions established in the job site local Agreement shall in all other matters govern the Employer. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Article II, Section 1 & 2 of this Agreement, the full terms and conditions of this Agreement shall apply.

Section 7. 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 any 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. The Union hereby agrees to protect, defend, indemnify and hold harmless any Contractor who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorney's fees) and against, of and from any actions, demands, claims and all causes of action or other form of liability asserted by any person or governmental agency that may arise out of or by reason of action taken by any Contractor in agreeing to and complying with the provisions of this Section.

ARTICLE XIX - PAY DAY

Section 1. All wages are to be paid weekly by check on the job before quitting time or by mail post marked by pay day or direct deposit and no more than one week shall be withheld at any time.

Section 2. Employees discharged or laid off from work shall receive their full pay within forty-eight (48) hours. Checks deposited in the mail within forty-eight (48) hours shall be deemed as payment.

Section 3. Employees quitting work of their own accord will be paid on the regular pay day.

ARTICLE XX - SUB-CONTRACTING

Sub-Contracting: A. It is agreed that any work sublet and to be done at the site of the construction, alteration or repair of a building, structure, or other work and when a portion of said work to be sublet is under the jurisdiction of this Agreement, the work shall be sublet to a Sub-Contractor signatory to an Agreement with the Operative Plasterers and Cement Masons International Association Local #599 or any of its affiliates.

B. Both parties agree that OPCMIA represents scope of work as per Article 2 Recognition. Should a situation arise when a contractor signatory to this agreement is bound to perform or subcontract any OPCMIA scope of work within the jurisdiction of this agreement, the Contractor, Union and low bidding non-signatory Contractor shall meet and attempt to work towards a solution by having the work in question done by members of the OPCMIA or become signatory to the Local Union #599 Area 845 agreement. If an agreement cannot be reached there will be no monetary penalty assessed to the Contractor signatory to the contract.

ARTICLE XXI - HOME FUNDING

Section 1. For key or recruited employees, who are members of an OPCMIA Local Union, working in Areas not covered by the Agreement between the Contractor and the Union the Employer shall 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 OPCMIA 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 OPCMIA, 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 OPCMIA Local 599 or 633 - at rates designated by the Pension and Health Funds for the Local Area Union Fund to which the employee belongs. The employee's hourly base wage rate 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 performed, in accordance with the Area remittance form provided by the OPCMIA.

ARTICLE XXII - INDUSTRY PROMOTION FUND

Upon providing sixty (60) days written notice to the Employers signatory to this Agreement, the Union may establish an Industry Promotion Fund to which the Union shall require remittances from the Employer negotiated under this Collective Bargaining Agreement.

ARTICLE XXIII - PENSION FUND

Section 1. The Employer shall pay into the Building Trades United Pension Trust 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 2. The Association and the Union and all Employers covered by this Agreement agree to be bound by all of the terms of the Building Trades United Pension Trust Fund Trust Agreement, and by all of the actions of the Trustees administering such Pension 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 3. Payments to the Pension Fund are to be made at the end of each month on forms prescribed by the Trustees of the respective Fund, but no later than the fifteenth (15) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in its payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer shall be assessed 5% of the delinquent contributions but in any event not less than Ten Dollars (\$10.00) which amount shall immediately become payable to the Trust at its principal office as liquidated damages and not as a penalty. Payments and liquidated damages unpaid by the first day of the month following the due date shall bear interest at the maximum rate allowable by law but not to exceed one and one-quarter percent (1-1/4%) per month.

Section 4. Employers who fail to remit timely payments shall be subject to having this Agreement terminated upon seventy-two (72) hour notice in writing being served by the Union, unless the Employer shows satisfactory proof that payments are not delinquent to the Building Trades United Pension Trust Fund. The Union shall have the right to strike to collect the unpaid contributions after the service of the said 72 hour notice.

ARTICLE XXIV - WELFARE FUND

Section 1. The Employer shall pay into the BAC International Health Fund, or such jointly trusted Health Fund as the Union may designate, 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 2. Each Employer covered by this Agreement shall contribute to the BAC International Health Fund, or such jointly trusted Health Fund as the Union may designate, for Health and Welfare benefits and administrative costs, the sum per hour as specified in Appendix "A " for all hours worked, for all employees covered by this Agreement.

Section 3. The Association and the Union and all Employers covered by the Agreement, agree to be bound by all of the terms of the BAC International Health Fund, or such jointly trusted Health Fund as the Union may designate, Trust Agreement, and by all of the actions of the Trustees administering such Welfare Fund in accordance with the Trust Agreement, Plan and rules of the Trustees provided that such 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 under said Trust Agreement by the Association and the Union, respectively, and all such succeeding Trustees as will be appointed in accordance with the Trust Agreement. 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 4. The Employer will also forward by the fifteenth (15th) day of each month a monthly report on the form prescribed for that purpose by the Joint Board of Trustees. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hour notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Wisconsin Masons Health Care Fund, or such jointly trusted Health Fund as the Union may designate. The Union shall have the right to strike to collect the unpaid contributions after the service of the said seventy-two (72) hour notice.

Section 5. Payments of the Health and Welfare Fund are to be made at the end of each month, but no later than the fifteenth (15) day of the following month after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in its payments to the Fund, and in view of the fact that the anticipated and actual damages are different or incapable of accurate ascertainment in such event, such Employer shall be assessed 5% of the delinquent contributions but in any event not less than Ten Dollars (\$10.00) which amount shall become immediately payable to the Trust at its principal office as liquidated damages and not as a penalty. Payments and liquidated damages unpaid by the first day of the month following the due date shall bear interest at the maximum rate allowable by law but not to exceed one and one-quarter percent (1-1/4%) per month.

Section 6. At any time during the term of this Agreement, the Union, upon providing the Employer within sixty (60) days 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 contributions shall be taken from the employees' base hourly rate. If the contribution rate is lower, the difference shall be added to the employees' base hourly rate.

ARTICLE XXV - APPRENTICESHIP FUND

Section 1. The Employer shall pay into the Wisconsin Operative Plasterers' and Cement Masons' Journeyman and Apprenticeship Training Fund the sum per hour specified in Appendix "A" attached hereto for each hour an employee works in Racine, Walworth and Kenosha Counties, by the 15th day of the following month. For each hour an employee works in Milwaukee, Ozaukee, Washington or Waukesha County, the Employer shall remit thirty (30) cents per hour, and such other amount which the Union allocates for the 558 Area, to the Area 558 Cement Masons Apprenticeship & Training Fund.

Section 2. The Association and the Union and all Employers covered by this Agreement agree to be bound by all of the terms of the Wisconsin Operative Plasterers' and Cement Masons' Journeyman and 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 3. Payments to the Apprenticeship Fund are to be made at the end of each month on forms prescribed by the Trustees of the respective Fund, but no later than the fifteenth (15) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in its payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer shall be assessed 5% of the delinquent contributions but in any event not less than Ten Dollars (\$10.00) which amount shall immediately become payable to the Trust at its principal office as liquidated damages and not as a penalty. Payments and liquidated damages unpaid by the first day of the month following the due date shall bear interest at the maximum rate allowable by law but not to exceed one and one-quarter percent (1-1/4%) per month.

Section 4. Employers who fail to remit timely payments shall be subject to having this Agreement terminated upon seventy-two (72) hour notice in writing being served by the Union, unless the Employer shows satisfactory proof that payments are not delinquent to the Wisconsin Operative Plasterers' and Cement Masons' Journeyman and Apprenticeship Training Fund. The Union shall have the right to strike to collect the unpaid contributions after the service of the said 72 hour notice.

ARTICLE XXVI - ANNUITY PENSION

Section 1. The Employer shall pay into Union Individual Account Retirement Fund (U.I.A.R.F.) 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 2. The Association and the Union and all Employers covered by this Agreement agree to be bound by all of the terms of the Union Individual Account Retirement Fund (U.I.A.R.F.), and by all of the actions of the Trustees administering such Pension 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 3. Payments to the Pension Fund are to be made at the end of each month on forms prescribed by the Trustees of the respective Fund, but no later than the fifteenth (15) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in its payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer shall be assessed 5% of the delinquent contributions but in any event not less than Ten Dollars (\$10.00) which amount shall immediately become payable to the Trust at its principal office as liquidated damages and not as a penalty. Payments and liquidated damages unpaid by the first day of the month following the due date shall bear interest at the maximum rate allowable by law but not to exceed one and one-quarter percent (1-1/4%) per month.

Section 4. Employers who fail to remit timely payments shall be subject to having this Agreement terminated upon seventy-two (72) hour notice in writing being served by the Union, unless the Employer shows satisfactory proof that payments are not delinquent to the Union Individual Account Retirement Fund (U.I.A.R.F.). The Union shall have the right to strike to collect the unpaid contributions after the service of the said 72 hour notice.

ARTICLE XXVII - ENFORCEMENT OF PAYMENTS TO FRINGE BENEFIT FUNDS

Section 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, specifically the Wisconsin Masons Health Care Fund, Building Trades United Pension Trust Fund, Apprenticeship Fund, Industry Advancement Program (IAP), and Union Individual Account Retirement Fund Pension (Annuity Fund).

Section 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 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 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 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.

Section 6. 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 XXVIII - 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 provisions in this Agreement that may be held unlawful under such Act or any other law shall not void the rest of this Agreement.

ARTICLE XXIX - NO DISCRIMINATION

It is agreed that there shall be no discrimination by either the Employer or the Union against any employee because of race, color, creed, sex, national origin, age, or handicap, contrary to Law.

ARTICLE XXX - OTHER CONTRACTS

Section 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 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 3. When requested, the Union will make available to the Association a list of all contractors who are not Association members who have signed this Agreement.

Section 4. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the Employees covered by this Agreement, or any Agreement or Contract with the said Employees, individually or collectively which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE XXXI - SURETY BOND

Section 1. All new employers will be required, upon signing a collective bargaining agreement, to post, on a form approved by them, with the Business Manager of Area 845 a bond written by a company rated by AM Best as A- or better to guarantee payment of all funds. Bonds shall be in the amounts 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 funds the Funds in the Cement Mason 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 amounts 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.

Section 2. In the event the Employer becomes a member of the Tri-County Contractors' Association, Inc., during the term of said Collective Bargaining Agreement, no surety bond shall be required unless the Employer becomes delinquent in payments to one or more of the Fringe Benefit Funds listed in Appendix "A" for more than sixty (60) days.

ARTICLE XXXII - OWNER MANDATED RULES

The contractor shall have the right to implement project owner requirements relating to the following:

1. Special Clothing Requirements
2. Safety Rules and Requirements
3. Restricted Access Areas
4. Sanitation and Personal Hygiene Requirements
5. Security Rules and Requirements
6. Drug and Alcohol Sale, Possession or Usage Rules
7. Drug and Alcohol Testing Requirements - No Random Testing
8. Noise Limitations
9. Rules Related to the use of TV's, Radios, Tapes or CD Players and Transmitters

10. Smoking Restrictions - Construction Tradesman may use Owner's Smoking Area
11. Sexual Harassment Rules
12. Rules Related to the use of Owner's Facilities, Utilities, Material and Equipment
13. Objectionable Language, Pictures and Printed Apparel
14. Site Access and Parking Restrictions
15. Use of Cell Phones/Pagers

A Letter of Understanding will be drafted to define the above.

For other owner implemented rules, the Contractor shall discuss owner's requirements with the Union prior to implementation and come to an accord before implementation.

See Letter of Understanding - EXHIBIT "B"

ARTICLE XXXIII - DURATION

This Agreement shall commence on June 1, 2023 and be in effect through May 31, 2026 and from year to year thereafter unless either party, by ninety (90) days' notice in writing prior to the expiration date hereof, indicates a desire to modify or terminate this Agreement.

In the event a new contract has not been agreed to prior to the above mentioned termination date, the parties shall work under the terms and conditions of this Agreement until a new Agreement is entered into, provided however, the Union shall have the right to strike and the Employer shall have the right to lock out at any time after the termination date of this Agreement.

Signed at Kenosha, WI this 1st day of June, 2023

TRI-COUNTY CONTRACTORS'
ASSOCIATION, Inc.

OPERATIVE PLASTERERS AND
CEMENT MASONS LOCAL 599 AREA 845


David Cecchini
dscecchini@unitedconstruction.net


Felix Ramirez
opcmia599.felix@gmail.com


Jason Rasch
jason@raschconstruction.com

Website:
opcmia599.com



Brian Nelson
brian@banenelson.com

June, 2020 Cement Masons
 APPENDIX "A"
 CEMENT MASONS AREA 845

The minimum scale of wages for each type of employee shall be as follows and shall remain in force and effect, unless changes are made as herein provided for:

EFFECTIVE JUNE 1, 2020 THROUGH MAY 30, 2021

	BASE RATE	WD*	H&W	PENSION	APPREN. FUND	IAF	ANNUITY PENSION	TOTAL PACKAGE
CEMENT MASON	37.52	-2.63	10.50	14.94	.58	.10	4.11	67.75
FOREMAN	42.21	-2.63	10.50	14.94	.58	.10	4.11	72.44

Foreman shall be paid 12 and ½ % over Journeyman base rate.
 Cement Masons on Kelly Floats and grinders will be paid \$.50 per hour over scale.

The wages of the **Apprentice** shall be as follows:
EFFECTIVE JUNE 1, 2023 THROUGH MAY 31, 2024

BASE RATE \$37.52	WITH MINIMUM HOURS OF:	WD*	H&W	PENSION	APPR	IAF	ANNUITY	TOTAL PKG.
60% + 10% \$26.26	1 st 6 months	-2.63	10.50	14.94	.58	.10	4.11	56.49
65% + 10% \$28.14	2 nd 6 months	-2.63	10.50	14.94	.58	.10	4.11	58.37
70% + 10% \$30.02	3 rd 6 months	-2.63	10.50	14.94	.58	.10	4.11	60.25

75% + 10% \$31.89	4 th 6 months	-2.63	10.50	14.94	.58	.10	4.11	62.12
80% + 10% \$33.77	5 th 6 months	-2.63	10.50	14.94	.58	.10	4.11	64.00
85% + 10% \$35.64	6 th 6 months	-2.63	10.50	14.94	.58	.10	4.11	65.87

*** Working dues are to be deducted from the base rate after taxes.**

Total package rates shall increase effective: **June 1, 2023 \$3.04, June 1, 2024 \$2.24, June 2, 2025 \$2.31, June 1, 2026 to be negotiated.**

If the Fringe Benefit hourly figures are changed at any time, an amendment will be made at Appendix "A". The total package amounts will remain as stated above throughout the contract period.

BUILDING TRADES AGREEMENT - CEMENT MASONS
LOCAL #599 AREA 845 - MILWAUKEE, OZAUKEE, WASHINGTON, WAUKESHA,
Walworth, RACINE/KENOSHA COUNTIES
APPENDIX "A"

EFFECTIVE June 1, 2023 through May 31, 2024

	BASE RATE	WD*	H&W	PENSION	APP. FUND	IAF	ANNUITY PENSION	TOTAL PKG
<u>CEMENT MASON</u>	37.52	-2.63	10.50	14.94	.58	.10	4.11	67.75
<u>FOREMAN</u>	42.21	-2.63	10.50	14.94	.58	.10	4.11	72.44

**Foreman shall be paid 12 and ½ % over Journeyman base rate.
\$.50 per hour for grinding pay.**

EFFECTIVE May 31, 2024 through June 1, 2025

	BASE RATE	WD*	H&W	PENSION	APP. FUND	IAF	ANNUITY PENSION	TOTAL PKG
<u>CEMENT MASON</u>								69.99
<u>FOREMAN</u>								

**Foreman shall be paid 12 and ½ % over Journeyman base rate.
\$.50 per hour for grinding pay.**

EFFECTIVE June 2, 2025 through May 31, 2026

	BASE RATE	WD*	H&W	PENSION	APP. FUND	IAF	ANNUITY PENSION	TOTAL PKG
<u>CEMENT MASON</u>								72.30
<u>FOREMAN</u>								

**Foreman shall be paid 12 and ½ % over Journeyman base rate.
\$.50 per hour for grinding pay.**

EFFECTIVE June 1, 2026 to be negotiated

	BASE RATE	WD*	H&W	PENSION	APP. FUND	IAF	ANNUITY PENSION	TOTAL PKG
<u>CEMENT MASON</u>								
<u>FOREMAN</u>								

**Foreman shall be paid 12 and ½ % over Journeyman base rate.
\$.50 per hour for grinding pay.**

*** Working dues are to be deducted from the base rate after taxes.**

EXHIBIT "B"
LETTER OF UNDERSTANDING

Pertaining to new Section - Owner Mandated Rules

1. "Special Clothing Requirements" means for 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.
2. "Safety Rules and Requirements" - glasses and other related equipment to perform the job.
3. "Restricted Access Areas" - places to be kept out of or only certain entrances to be used.
4. "Sanitation and Personal Hygiene Requirements" - for example, washing hands after going to the bathroom when working in a food plant or hospital.
5. "Security Rules and Requirements" - Identification badges may be required, also the inspection of tool boxes and lunch boxes.
6. "Drug and Alcohol Sale, Possession or Usage Rules" - Refer to Exhibit C in Agreement.
7. "Drug and Alcohol Testing Requirements - No Random Testing" - Refer to Exhibit C in Agreement.
8. "Noise Limitations" - refers to loud mufflers on cars near Hospitals, jack hammers and nail guns at certain times.
9. "Rules related to the use of TVs, Radios, Tapes or CD Players and Transmitters" - for example, they may be banned in open offices or when they interfere with other people.
10. "Smoking Restrictions - Construction Tradesmen may use owner's smoking area" - for example: hospitals, schools, areas with explosive fuels, etc.
11. "Sexual Harassment Rules" - include but not limited to offensive T-shirts, language, verbal abuse, etc.
12. "Rules related to the use of Owner's facilities, utilities, material and equipment" - for example, Owner requires lunch to be eaten in certain areas; materials must be stored in certain areas, job to be cleaned up every day.
13. "Objectionable language, pictures and printed apparel" - for example, no swearing while working in a church, T-shirt that offend the place you are working in, etc.
14. "Site Access and Parking Restrictions" - for example, the Owner may direct Contractors' employees to park in certain areas and only certain doors for access to his building.
15. "Use of Cell Phones/Pagers" - Employees shall not use cellular phones, pagers and other personal entertainment devices while working on the project site. Use of such equipment, unless specifically authorized by the Employer, shall be confined to non-working hours, including lunch break.

For other Owner imposed rules, the Contractor shall discuss Owner's requirements with the Union prior to implementation and come to an accord before implementation.

EXHIBIT 1

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Tri-County Contractors' Association, Inc. of Racine, Kenosha and Walworth Counties, hereinafter referred to as the ("ASSOCIATION") and Local Union Number 599 Area 845 of the Operative Plasterers and Cement Masons International Association of America, hereinafter referred to as the ("UNION"). The term "Contractor" or "Company" when used herein refers to the construction Industry Contractors who are signatory to a Collective Bargaining Agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the 2003 - 2008 Collective Bargaining Agreements ("Agreements").

PURPOSES

- A. To establish and maintain a safe, healthy working environment for all employees;
- B. To ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
- C. To reduce substance abuse-related accidental injuries to persons or property;
- D. To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;
- E. To provide rehabilitation assistance for qualified and eligible employees who seek help;
- F. To protect against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;
- G. To deter individuals from bringing, possessing, or using alcohol and drugs in connection with work;
- H. To clearly state the commitment of construction contractors and the effects of illegal drug use; and
- I. To comply with any Law or regulation requiring such program.

II. POLICY

A. GENERAL PROVISIONS

1. The Contractor prohibits the use, possession, or distribution on its premises or work sites of the following: Narcotics, illegal or unauthorized drugs (including marijuana). Employees must not report to work impaired by any drug, intoxicant, or narcotic. Legally prescribed drugs may be permitted on company premises or work sites, provided the drugs are contained in the original prescription container and are prescribed by a medical practitioner for the current use of the person in possession of the drug.

2. The Contractor prohibits the use, possession, and distribution of alcoholic beverages, or the presence of personnel impaired by such beverages on its premises or work site. The only exception to this policy is the possession of unopened and sealed alcoholic beverages, which are permitted in personal vehicles and on Company property.

3. The Contractor reserves the right to have authorized personnel conduct any additional substance testing mandated by law.

4. At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing, or distributing any illegal substance as described in item one of this section, will be reported to the civil authorities.

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

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

B. PRE-EMPLOYMENT SCREENING - REQUIRED BY EMPLOYER

Where pre-employment testing for drug or alcohol use is required by the Employer, applicants must consent to such testing. Successful passing of such tests will be required before applicants will be eligible for employment.

C. POST-EMPLOYMENT SCREENING

1. (a) Any employee that reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by the use of drugs, as defined in this section, will be subject to discipline up to and including suspension, and be required to undergo a drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is impaired by a controlled substance (slurred speech, inappropriate behavior, decreased motor skills, etc.).

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

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

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

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

(b) The Employer and the Union will select by mutual agreement a reputable laboratory to perform actual testing. The testing agency must be certified by State or Federal government health authorities as a Medical Laboratory, and must meet the regional requirement for forensic standards. Testing must be performed by a certified toxicologist on equipment exclusively dedicated to testing. An unbroken chain of custody of the specimen, from the time it was taken from the employee through the time the Laboratory tests the specimen, shall be preserved. Tamper-proof sample-handling methods must be observed. The Laboratory must follow the test manufacturer's instructions in both administration of the test, and the reporting of results as "positive" or "negative".

(c) At the request of any employee tested under the drug and alcohol testing procedure contained in this agreement, a portion of the original specimen(s) shall be preserved for private testing by the employee, at his or her own expense, by an independent Laboratory in the event questions are raised concerning the accuracy of the test administered at the request of the Employer. The additional test performed at the employee's request will be admissible under the grievance and arbitration procedures in this contract, however, if and only if the methodology employed is substantially identical and equivalent to the methodology authorized in this article.

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

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

5. In the event of a positive confirmatory test for a controlled substance, or a positive test for blood alcohol content, the employee will be referred to participate in the Employee Assistance Program (E.A.P.) of the respective Health Funds. Strict adherence to the guidelines and recommendations, medically recommended, from that program will, for a first violation, avoid severe discipline or termination, except where the employee was impaired at the time he was involved in an accident involving a serious injury or substantial damage to property, or where the employee was involved in and convicted of property theft from the Contractor or a Contractor's customer.

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

7. If an employee refuses to be tested for substance abuse, he will remain on suspension for a maximum of thirty days. A negative test in this 30 days will make the employee eligible for reinstatement providing he or she continues and successfully completes any required or recommended after care program.

Continued refusal to submit to drug screening after the 30-day period, if recommended by an E.A.P. counselor, will subject the employee to severe disciplinary action up to and including termination.

III. COUNSELING OR TREATMENT

A. The Employer Association and the Union shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers, and/or medical assistance centers.

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

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

D. Prior to the test, the applicant or employee must be given an opportunity to sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. The drug test will consist of a urinalysis drug screen and, if a drug screen is positive, a follow-up confirmatory test as per Post Employment Test Item 3. These tests shall be at the Contractor's expense.

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

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

IV. REHABILITATION

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

V. MISCELLANEOUS PROVISIONS

A. Contracting agencies may require certain Contractors to establish and maintain written drug awareness programs with certain minimum provisions. In the event that a Contractor becomes obligated to comply with such a program, the Contractor may do so only pursuant to the terms herein.

B. An appropriate notice to employees concerning the existence of this program, the treatment and counseling available, as well as the penalties described above, shall be communicated to employees

under the Agreement.

C. Neither the Employer Association nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

D. All positive tests shall be reported to the Union

VI. CONCLUSION

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

EXHIBIT A

CONSENT TO BREATH AND /OR BLOOD TEST

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

DATESIGNED

EXHIBIT B

CONSENT TO URINALYSIS

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

DATE _____

SIGNED

To: _____ (Name)

____ (Union)

_____ (Address)

In an (check one)

_____ Applicant

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)

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 job site without the prior approval of the Business Manager.

Contractor's 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 employer's 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).

PLEASE SIGN AND RETURN TO:

Operative Plasterers & Cement Mason's Local #599 Area 845
3030 - 39th Avenue
Kenosha, Wisconsin 53144

(Date) _____

I (We) hereby agree to be bound by the provisions of the June 1, 2023 through May 31, 2026 Collective Bargaining Agreement between the Tri-County Contractors' Association, Inc., and Operative Plasterers and Cement Masons International Association of America, Local #599 Area 845.

Signed _____

Contractor _____

Address _____

City/State _____

Phone _____

Fax _____

EXHIBIT "A"

AGREEMENT FOR VOLUNTARY RECOGNITION

This agreement for Voluntary Recognition is made and entered into this

_____ day of _____, 20____, by and between
OPERATIVE PLASTERERS AND CEMENT MASONS LOCAL 599 AREA 845 (herein referred to as "Union")
and _____ (hereinafter referred to as "Employer").

The Union claims, and the Employer acknowledges and agrees, that a majority of its employees has authorized the Union to represent them in Collective Bargaining.

The Employer agrees to recognize, and does hereby recognize the Union as the exclusive Collective Bargaining Agent for all employees performing Plasterers and Cement Masons work on all present and future job sites within the jurisdiction of the Union.

The parties affix their signatures hereto this _____ day of
_____, 20_____.

OPERATIVE PLASTERERS AND CEMENT MASONS
LOCAL 599 AREA 845

EMPLOYER:

BY: _____

TITLE: _____

BY: _____

TITLE: _____

PLEASE SIGN AND RETURN TO:

Operative Plasterers & Cement Mason's Local #599 Area 845
3030 - 39th Avenue
Kenosha, Wisconsin 53144

(Date) _____

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The parties affix their signatures hereto this _____ day of
_____, 20_____.

OPERATIVE PLASTERERS AND CEMENT MASONS
LOCAL 599 AREA 845

EMPLOYER:

BY: _____

TITLE: _____

BY: _____

TITLE: _____