

2022-2025 CEMENT MASONS' LABOR AGREEMENT

INDEX

| | |
|---|----|
| APPRENTICE WAGE ----- | 16 |
| APPRENTICESHIP AND TRAINING FUND ----- | 16 |
| APPRENTICESHIP AND TRAINING FUND AND INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION ----- | 17 |
| ARBITRATION----- | 19 |
| CENTRAL DEPOSITORY/ELECTRONIC TRANSFER ----- | 25 |
| DURATION OF AGREEMENT ----- | 21 |
| ENFORCEMENT OF PAYMENTS TO FRINGE BENEFIT FUNDS----- | 11 |
| FOREMEN ----- | 4 |
| GENERAL AND MISCELLANEOUS RULES AND PROVISIONS----- | 13 |
| HEALTH FUND----- | 9 |
| HOME FUNDING (REFER TO INFORMATION CLARIFICATION DOCUMENT) ----- | 9 |
| HOURS OF WORK----- | 5 |
| INFORMATION CLARIFICATION DOCUMENT FOR HOME-FUNDING (<i>REFER TO ARTICLE IX</i>) ----- | 26 |
| JURISDICTIONAL DISPUTES----- | 20 |
| LETTER OF UNDERSTANDING ----- | 24 |
| NON-DISCRIMINATION ----- | 21 |
| OTHER CONTRACTORS----- | 3 |
| OWNER MANDATED RULES----- | 15 |
| PENSION PLAN ----- | 10 |
| PURPOSE ----- | 2 |
| RECOGNITION----- | 2 |
| SAFETY ----- | 14 |
| SEPARABILITY CLAUSE----- | 21 |
| SUBCONTRACTING----- | 8 |
| SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM ----- | 15 |
| TRAINEE WAGE ----- | 17 |
| TRANSFER OF COMPANY TITLE OR INTEREST ----- | 21 |
| TRAVEL COMPENSATION----- | 12 |
| WAGE RATES ----- | 23 |
| WAGES----- | 7 |
| WORKER'S AND UNEMPLOYMENT COMPENSATION----- | 19 |

2022-2025 CEMENT MASONS' LABOR AGREEMENT

THIS AGREEMENT made and entered into this 1st day of June, 2022, by and between ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC. (ACEA), the ASSOCIATED GENERAL CONTRACTORS OF GREATER MILWAUKEE, INC., hereinafter referred to as the "Associations," and OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL NO 599 AREA 558, of the County of Milwaukee, hereinafter referred to as the "Union," both of the State of Wisconsin.

WITNESSETH

The parties hereto mutually agree to recognize and to follow the jurisdictional claims and working rules hereinafter set forth.

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 I **RECOGNITION**

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 multiemployer 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 (the six (6) and eleven (11)) County Agreements on all present and future job sites.

When performing work covered by this Agreement within Racine and Kenosha Counties, the Employer shall:

Make contributions directly to the 845 Area Training Fund in the amounts provided for in the 845 Area Agreement also referenced in Article XVII, *Apprenticeship and Training Fund*.

The Operative Plasterers' and Cement Masons' International Association Local 599 Area 558, is hereby recognized as the sole and exclusive Bargaining Representative for all the Foreman and employees doing all work listed in the OP&CMIA International Constitution, including the following work:

Section 1.1. All concrete construction, such as buildings, bridges, elevators, tunnels, smokestacks, curbs and gutters, islands, sidewalks, steps, driveways, street and alley paving; setting of all grades, stakes, strips and screeds for cement work of any kind, and the finishing of barrier walls cast in place. Footings done with crews of three or more will include a Cement Mason.

Section 1.2. All rodding, leveling, darbying, bullfloating, troweling, stamping, staining, exposed aggregate, stenciling and finishing of all concrete construction and floors whether done by hand or machine, the chipping, bushhammering, rubbing, patching, grouting of all types of bases, brushing, washing, 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 and all curing compounds. The rodding, screeding, and finishing of pervious concrete. The operation of any laser guided screed system or machine of any type that screeds concrete with or without the aid of a laser will be the work of a Cement Mason.

Section 1.3. All cement finishing of concrete 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 finishers' trade.

Section 1.4. All spreading and rubbing of steps, tunnels, tanks, and subways.

Section 1.5. All laying and finishing of latex and epoxy whether done by machine grinding or by brush, broom, trowel or any other process.

Section 1.6. All running of all concrete, curbs and sub-floors. Specialty floors such as trap rock, masterplate, white and calamine floors.

Section 1.7. All patching and pointing around all metal window frames that are set in concrete, the operation of Kelly float and finishing machine of any make including multiple blade riding finishing machine; and, subject to the employer's discretion to assign bargaining unit work, the operation of equipment supporting the Cement Masons trade including but not limited to: telehandlers/all-terrain forklift, skidsteer loaders with attachments, all line pulling and placing system, ride on or walk behind concrete buggies.

Section 1.8. Both parties agree the OPCMIA Local 599 represents plastering and EIFS scope of work. Should a situation arise when the contractor signatory to this agreement is bound to perform or subcontract any OPCMIA plastering scope of work within the jurisdiction of this agreement, the Contractor, Union, and the 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 Local 599 Plasterers area agreement.

Section 1.9.

(a) Jurisdiction of Local No. 599 Area 558 and Area 845 covers the following counties as designated by the Operative Plasterers and Cement Masons International Association, which is the parent association of Local No. 599: Milwaukee, Ozaukee, Washington, Waukesha, Racine and Kenosha Counties, unless the Employer or its successor was subject to a prior NLRB ruling, thereby extending the jurisdiction to also include Sheboygan, Fond du Lac, Dodge, Jefferson and Walworth.

(b) The Union recognizes the Associations as the Bargaining unit for all Employers who have so authorized the Association for all work covered hereunder. The Associations agree to furnish the Union lists of such Employers upon request. 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 Associations shall, by becoming part of this Master Agreement, also become part of the said multi-employer Bargaining unit, and said individual Employer authorizes the Associations to negotiate successor Agreements on its behalf and said individual Employer specifically adopts all provisions of any successor Master Agreement entered into between the Associations and the Union. Withdrawal from the multi-employer Bargaining unit may be accomplished only by written notice to the Union and to the Associations 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 Associations shall constitute notice to each and all members of the multi-employer Bargaining unit.

ARTICLE II
OTHER CONTRACTORS

It is agreed between the parties that in the event an employer or contractor from outside the area covered by this agreement and not represented by the Associations, should perform such work in the area covered by this Agreement, the parties will endeavor to recommend to such contractor to perform such work under conditions as provided in this Agreement.

ARTICLE III
UNION SECURITY

Section 3.1. Section 3.2 will not be in effect, nor will either party attempt to enforce its provisions, unless Wisconsin Act 1 of 2015 is repealed or enjoined by a court of competent jurisdiction.

Section 3.2. Upon demand in writing by the Union, the Employer agrees to require, during the life of this Agreement, membership in the Union, as a condition of continued employment of all Employees covered by this Agreement, after seven (7) days following the effective date of this Agreement, or after seven (7) days following the commencement of such employment, whichever is later; provided, however, that such membership in the Union is available to such Employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 3.3. Extra Contract Agreements. 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.

Section 3.4 The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agencies designated by said Union for collection of such money), the sum for each hour worked which the Union has specified, or specifies from time to time and so advised to the Employer in writing, as the portion of each Employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sum transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid. The Union shall defend and hold the Employer harmless for any claims arising out of the deduction of Union dues.

ARTICLE IV **UNION REPRESENTATIVES**

Section 4.1. Stewards.

(a) A steward must be appointed on each job who shall perform his duties at such times as will not interfere with his regular work. Should a dispute arise, the steward shall notify the Business Manager of the Union at once, who shall use every means to adjust such grievances without stoppage of work. The steward shall be a competent worker and shall not be dismissed without just cause. He shall always, while at work, carry a copy of the provisions of this Agreement with him. He shall be subject to the jurisdiction of the Arbitration Board.

(b) In the event of accident or sickness, he shall notify the office of this Local Union and use such precautions as are necessary for the safety and storage of the disabled cement mason's tools.

Section 4.2. Visitation at Job Site.

(a) The authorized representative of this Union may be allowed to visit the job during working hours to interview the contractor, steward or men at work, but in no way shall he hinder the progress of the work.

(b) Before proceeding to contact the steward and workmen on the job, the authorized representative shall obtain permission to do so from the contractor or his representative in charge of the job.

ARTICLE V **FOREMEN**

Section 5.1. The foreman shall be selected by the Employer.

Section 5.2. Any Cement Masons appointed by the Employer as a Foreman must be a qualified Cement Finisher to direct the work of Cement Masons and Cement Mason Apprentices on all work which comes under the jurisdiction of the Cement Masons.

Section 5.3. If three (3) or more finishers are employed on one job, one (1) cement mason shall be known as a working foreman and shall receive the cement mason foreman's rate of pay, which shall be twelve- and one-half percent (12.5%) above the journeyman's rate of pay.

Section 5.4. The Union shall recognize the rights of the Employer to delegate to his foreman the right to employ or discharge any or all the Employees, subject to the provisions of this Agreement. It shall be the function of the foreman to instruct the employees of their duties and to 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 men, assigning them to their tasks, selecting the proper materials and tools, and the planning and effecting efficient execution of the work.

ARTICLE VI **HOURS OF WORK**

Section 6.1. Work Day.

(a) There is to be no staggering of starting times of personnel within the crew for the purpose of eliminating overtime pay. Eight (8) hours shall constitute a regular day's work. The hours shall be from 7:00 A.M. to 5:30 P.M. with one-half (1/2) hour for lunch.

(b) If agreed to by a majority of the cement masons on the jobsite, they may start the workday as early as 6:00 A.M. with one-half (1/2) hour for lunch upon notification to the Union. This schedule shall not be changed from day to day without the permission of the Union.

(c) If the starting time is before 7:00 A.M., the hours worked shall be continuous with the lunch time of one-half (1/2) hour taken approximately four (4) hours after time of starting. Hours worked in excess of eight (8) hours, but less than twelve (12) hours, shall be at one and one-half (1 1/2) times the straight time hourly wage rate. All hours in excess of twelve (12) hours will be paid at two (2) times the straight time hourly wage rate.

(d) Changing of the starting time shall not replace shift work nor prevent the employer from operating shift work as outlined in Section 6.3.

Section 6.2. Overtime.

(a) Weekdays. The first four (4) hours of work performed outside of the designated shift shall be paid for at time and one-half (1 1/2) the straight-time hourly wage rate. Hours worked in excess of the first four (4) hours shall be paid for at two (2) times the straight time hourly wage rate.

(b) Saturday or Extended Work Week. In order to provide a full week's work for the employee and the Contractor, an extended workweek may be desirable. On any job or project where the majority of the employees employed lose four (4) or more hours of work in any calendar week, due only to inclement weather, or on a voluntary basis for employees who are unable to complete a 40-hour work week during the regular hours of work, and the Union is notified, the extended workweek may be used. The Contractor would have the option of extending the hours of the workweek by working on Saturday. If lost time is made up on Saturday, all hours worked in excess of eight (8) hours on Saturday shall be paid at double the base wage rate. Those employees who lost four (4) hours must be part of the crew working as long as there is enough work to employ all of them. If none or not enough of the crew are willing to work on Saturday to make up for the lost hours of work the Contractor may provide other cement finishers to allow the job or project to make up the lost time. No employee who refuses to work the extended workweek 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 a Contractor who violates this section. This provision shall not serve to vacate any regularly scheduled overtime, in the event time is lost and Saturday work was previously scheduled this work will be performed at the overtime rate. If it is discovered that an Employer is causing lost time for the purpose of extending the workweek this action will be a violation of this provision and be considered an offence subject to the grievance process. All hours worked on second and third shifts shall be paid at the rate of double time.

By notification of the employer to the Union representative, a work week may consist of four (4) ten (10) hour days paid at the regular hourly rate. This work week would be scheduled Monday through Thursday, with Friday as a make-up day. The ten (10) consecutive straight time hours with one-half lunch break may be worked between 6:00 a.m. and 6:00 p.m. All hours in excess of twelve (12) hours to be paid at two (2) times the hourly wage rate.

Any employee that does not receive a minimum of thirty (30) hours, in the work week Monday through Friday, will receive the rate set forth in Article 6.1(c).

(c) Sundays and Holidays. All work performed on Sundays and legal holidays from 12:01 A.M. to 12:01 A.M. the following day, shall be paid at a premium of double time. Legal holidays are Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day. As designated by Federal Government Regulations, all work performed on New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day shall be paid at double time. No work shall be performed on Independence Day or Labor Day without a permit from a Business Agent of Cement Masons Local Union No. 599 Area 558, which shall be given only to protect property and in which event double time must be paid for such work. 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. See Letter of Understanding - Appendix "B."

(d) The lunch break will begin between three and one-half to five hours after the start of the shift. If a member of this Union is asked or compelled to work during the lunch break, that member shall receive the overtime rate.

Section 6.3. Shift Operations.

(a) Regular Shifts. When three (3) or more consecutive workdays of the workweek are involved the following regular shift operations may be designated by the Employer: Whenever a three (3) shift operation is used between 12:00 midnight Sunday and 8:00 A.M. Saturday, the first shift shall consist of eight (8) hours as designated in Section 1(a) above. The second shift shall consist of seven and one-half (7-1/2) hours, but shall be compensated by an extra hour of pay. The third shift shall consist of seven (7) hours and shall also be compensated by an extra hour of pay.

(b) Emergency Start Times: On all other shifts operations between 12:00 midnight Sunday and 8:00 A.M. Saturday, the shift(s) shall consist of eight (8) hours' work at the straight-time hourly wage rate; however, shifts starting after 8:00 A.M. shall be compensated by an additional one dollar (\$1.00) per hour. Shifts starting after 5:00 P.M. shall be compensated by an additional one dollar and fifty cents (\$1.50) per hour. All work performed outside of the designated shift shall be paid for at overtime rates.

(c) First shift men to work and finish all concrete poured on the first shift. Second shift men to work and finish all concrete poured during the legitimate second shift.

(d) The time of all shifts must be designated for each job, and any overtime over the designated shift must be paid at overtime rates.

(e) No broken shifts shall be allowed at first shift rates.

(f) All shifts as described in this Section, unless otherwise provided, shall have a thirty (30) minute lunch period commencing at the midpoint of the shift and shall not be considered as time worked.

(g) The Employer shall have the right to designate the shift hours, subject to the approval of the Union.

(h) There may also be two shifts on paving where government rules require it. The hours shall be from six o'clock A.M. to 12:00 Noon; and 12:00 Noon to six o'clock P.M., and all overtime shall be paid at the rate of time and one-half (1 1/2) and the shift alternating each week.

(i) The same men shall not work on more than one (1) shift in any twenty-four (24) hours, at the regular rate of pay.

(j) Two or more shifts may be allowed on elevators and smokestacks, where sliding forms are used, or on concrete floors, where continuous pouring is required. Continuous pouring is twenty-four (24) hours.

Section 6.4. 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 workday, 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.

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

ARTICLE VII
WAGES

Section 7.1. List of Job Classifications and Wage Rates.

(a) There is attached hereto and made a part hereof Exhibit "A", which exhibit shall list the straight time hourly wage rates (including vacation pay) for all classifications.

(b) Effective and retroactive to May 31, 2022, the straight-time hourly wage rates of all Employees covered by this Agreement shall be as shown in Exhibit "A".

(c) Effective June 5, 2023, the straight-time hourly wage rates of all Employees covered by this Agreement shall be increased two dollars and zero cents (\$2.00) per hour for all classifications. The Union has the option, after notifying the Associations at least sixty (60) days prior to May 31, 2023, of allocating part of the two dollars and zero cents (\$2.00) to wages or any existing fund.

(d) Effective June 3, 2024, the straight-time hourly wage rates of all Employees covered by this Agreement shall be increased two dollars and zero cents (\$2.00) per hour for all classifications. The Union has the option, after notifying the Associations at least sixty (60) days prior to May 31, 2024, of allocating part of the two dollars and zero cents (\$2.00) to wages or any existing fund.

Section 7.2.

(a) Wages for work and services rendered by an employee shall be paid by check (or by electronic transfer to a thrift institution of the employees' choosing), not later than the fifth workday following the last day of the Employer's established payroll period.

(b) Discharge/Layoff. When an Employee is discharged or laid off, the employee shall be paid in full, by check (or by electronic transfer to a thrift institution of the employees' choosing) not later than the fifth workday following the last day of the Employer's established payroll period and the Employer shall furnish such Employee a slip showing the reason for the discharge. If the layoff/discharge occurs after the established payroll period but before the actual payday every effort will be made to include all wages on that payday.

Section 7.3: Me-Too Clause: 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 rate paid on that particular job.

ARTICLE VIII SUBCONTRACTING

Section 8.1. The Employer agrees not to enter into any individual Agreement which permits his Employees to perform their work on any basis of pay other than an hourly rate which shall not be less than the rate specified in this Agreement. It is further agreed that all forms of compensation related to employee productivity, such as bonus systems, quota systems, piecework systems, lumping labor systems and other incentive type arrangements will not be used.

Section 8.2.

(a) The Employer agrees that when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of this Agreement, and at the site of construction, alteration, painting or repair of a building, structure, or other work, he will sublet or contract out such work only to an Employer who has signed or is covered by a written Labor Agreement with the Union. At those job sites at which the Employer subcontracts work covered by this Agreement, the Employer agrees to employ, or his subcontractor agrees to employ, Union bargaining unit employees. In no event will the subcontracting clause be enforced through economic action.

(b) The Employer further agrees that he will give written notice to all subcontractors that such subcontractors are required to pay their employees the wages and fringe benefits provided for in the applicable written Labor agreement with the Union.

(c) When situations arise where the low bidder is not signatory to this agreement, the Union, the Contractor and the Subcontractor shall meet and attempt to work toward a solution by having the work in question done by members of the bargaining unit.

(d) When bidding out work covered by Section 1.5 of this agreement the Employer shall extend the opportunity to bid to subcontractors who have signed or are covered by a written Labor agreement with the union. The Employer shall have the discretion of whether to utilize said bids where such bids are not the low bid or the Employer has some other reasonable basis for rejecting the bid. At the request of the Union the employer will meet with the Union to discuss the basis for rejecting the bid(s). When the situation arises where the work is awarded to a subcontractor who is not signatory to a labor agreement with the Union, the Employer shall notify the Union, and the Union shall have the opportunity to meet with the subcontractor and attempt to work towards a solution by having the work in question done by members of the Union or become signatory to a Labor agreement with the Union.

(e) If Federal or State regulations require the use of Minority Business Enterprises or Women's business enterprises, Disadvantaged Business Enterprises or Small Business enterprises and the Union Minority Business, Women's Business, disadvantaged Business or Small Business Enterprises are not available, the employer has the right to use Non-Union MBEs, WBEs, DBE's or SBEs.

Section 8.3.

(a) No contracting by employees. It is agreed that employees represented by the Union shall not contract or subcontract any work that a union contractor would take or bid. This shall not prevent any employees represented by the Union from legitimately entering business as a Contractor providing he/she has been so recorded with the Union and agrees to abide by all the terms and conditions of this agreement.

(b) 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 Bylaws.

ARTICLE IX

HOME FUNDING (Refer to INFORMATION CLARIFICATION Document)

Section 9.1.

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

(b) For employees, Cement Masons and/or Plasterers, working under this Agreement, who are members of a Local Union that is not affiliated with the O.P.&C.M.I.A., the Employer shall direct all Fringe Benefit payments for the Health and Welfare, and Pension contributions to the employee's Home Area Fund - and not to the Funds of Locals affiliated with the signatory O.P.&C.M.I.A. 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 O.P. & C.M.IA.

(c) 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. The monetary amount directed by the Union to this Fund would be deducted from the total wage package in place at that time.

ARTICLE X

HEALTH FUND

Section 10.1.

(a) Each Employer covered by this Agreement shall pay monthly, effective and retroactive to May 31, 2022 to the Wisconsin Laborer's Health Fund, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844, the amount listed in Exhibit "A".

(b) Amounts effective June 7, 2023 and June 3, 2024 to be determined.

(c) (1) All of the hourly contributions paid by Employers to the Trustees of the Wisconsin Laborer's Health Fund pursuant to this Article shall become part of the trust fund of such Health Fund and shall be used for health and welfare benefits, administrative costs and as may otherwise be prescribed in the Trust Agreement governing such Fund.

Section 10.2. The Associations and the Union, and all Employers covered by this Agreement, agree to be bound by all of the terms of the Wisconsin Laborer's Health Fund, and by all of the actions of the Trustees administering such Health 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, 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 10.3.

(a) Payments to the Health Fund are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have 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, by the Trustees, 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 percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

(b) 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.

Section 10.4. Government Mandated Health Plan. 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 apportioning the amount of 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.

ARTICLE XI **PENSION PLAN**

Section 11.1.

(a) Each Employer covered by this Agreement shall pay monthly, effective and retroactive to May 31, 2022, to the Building Trades United Pension Trust Fund-Milwaukee and Vicinity, the amount listed in Exhibit "A".

(b) Amounts effective June 7, 2023 and June 3, 2024 to be determined.

(c) Each Employer shall pay to the Pension Fund for each apprentice the amount specified in Section 1 for all hours worked. Commencement of payment to the Pension Fund of the hourly contributions described in Section 1 for newly hired apprentices covered by this Agreement may be deferred, but shall commence not later than (i) upon the completion of one year or (ii) after completion of 750 hours worked, whichever is later, such periods to be calculated beginning with the following occurrences:

(1) From the first day of bargaining unit work performed for a participating Employer or a combination of such Employers; or

(2) From the first day of non-bargaining unit work performed for a participating Employer where such Employee thereafter performed bargaining unit work for the same Employer; or

(3) Where such Employee performed non-bargaining unit work for a participating Employer and thereafter performed bargaining unit work for a different participating Employer, then beginning with the first day of bargaining unit work so performed. Once an employee has become a Participant of the Fund, no Employer may defer payment of contributions for that employee.

Section 11.2. The Trust Agreement dated June 1, 1959, which establishes said Building Trades United Pension Trust Fund as it may be amended from time to time shall govern the establishment, administration, and operation of said Pension Trust Fund and of the Pension Plan, provided, however, that the said Trust Agreement and said Plan contain provisions requiring uniform formula of benefits and a single joint Employer-Union Board of Trustees. The Employees covered by this Agreement are to receive such benefits as they may be entitled to under said Trust Agreement and Pension Plan.

Section 11.3. The Employer agrees to abide by the terms and conditions of the above-mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the ACEA as provided in said Trust Agreement as his representatives to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the ACEA. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable laws and within the scope of their authority.

Section 11.4.

(a) Payments to the Pension Fund are to be made at the end of each month, in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have 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, by the Trustees, 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 percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

(b) If the Employees are removed from the job by the Union to enforce such payments and penalties, the employees shall be paid by the delinquent Employer for all lost time at the straight time hourly rate.

Section 11.5. The parties agree to attempt to establish a 401(k) Plan and Trust under which employees may make voluntary contributions by payroll deduction. This agreement would be opened to establish this action if approved by both parties.

Section 11.6. Any additional payments or contributions to the above Pension Fund required by law or mandated by trustees will be deducted from the overall negotiated wage package including the base rate if necessary.

ARTICLE XII

ENFORCEMENT OF PAYMENTS TO FRINGE BENEFIT FUNDS

Section 12.1. 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 Building Trades United Pension Trust Fund, the Wisconsin Laborer's Health Fund, the Apprenticeship and Training Fund, CLMC/BIG STEP and, further, the Industry Advancement Program/Contract Administration Fund.

Section 12.2. 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.

Section 12.3. All payments to the Fringe Benefit Funds for Employees covered by this Agreement are deemed to be paid pursuant to this Agreement.

Section 12.4. The Employer shall promptly furnish to the Trustees of any Fringe Benefit Fund or to 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 Fringe Benefit Fund. The Trustees or their authorized agent 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 12.5. 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 otherwise provided for in this Agreement.

Section 12.6. – Bonding - 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 558 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. 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 XIII

TRAVEL COMPENSATION

Section 13.1.

(a) Any overnight accommodations required by the Employer shall be paid for by the Employer, at a two (2) star or higher rated hotel, with no more than two (2) employees per room 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 Milwaukee wages and fringe benefits package wage rate or Local Area total package wage rate, whichever is higher.

(b) Employees required to travel outside of a forty-five (45) mile radius of the intersection of I-94 and Highway 45 will be reimbursed at the current IRS rate for mileage beyond the forty-five-mile radius. The State Line will be the southern border. Mileage will be paid in both directions.

(c) In the event the Employer assigns any of his Milwaukee area Employees covered by this Agreement to work, on a job site located outside of the geographical coverage of this Agreement (i.e., outside of the Counties of Milwaukee, Ozaukee, Washington, Waukesha, Racine and Kenosha), the Employer shall continue to make the payments to the fringe benefit funds as provided in Articles IX, X, XI, XVI and XVII of this Agreement for such Milwaukee area Employees, unless such Employer is required to pay, and does pay, contributions to like fringe benefit funds pursuant to a labor agreement covering the work at the job site entered into with the Cement Masons local union having geographical jurisdiction over such job site. It is the intent of this Section (i) to facilitate the continuity of health benefit coverage for such Milwaukee area Employees when working outside the geographical coverage of this Agreement and (ii) to assure that such Employer is not required simultaneously to pay contributions to the fringe benefit funds specified in this Agreement and also to like fringe benefit funds under the labor agreement having geographical coverage over the job site.

ARTICLE XIV

GENERAL AND MISCELLANEOUS RULES AND PROVISIONS

Section 14.1. The Associations will furnish the Union with a list of Employers represented by them and the Union will furnish ACEA with a list designating those non-Association Employers who have signed individual labor agreements with this Union.

Section 14.2. 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 any job during all the time concrete to be finished is being poured.

(c) Under no conditions shall one cement mason be left alone on any job after sunset. The other person can be designated by the Employer.

(d) Whenever a floating or troweling machine is used, it shall be handled by a cement mason.

(e) The operation and control of all types of vacuum mats used in drying of cement floors in preparing same for finish must be operated by employees covered by this Agreement.

(f) No cement mason shall be required to work on any job under police protection, or any other job from which the authorized agent of this Local is barred, unless government regulations require police protection or unless such disallowance of work would be in violation of any law.

(g) All workmen are at liberty to work for whomsoever they see fit, and all Employers are at liberty to employ and discharge for just cause whomsoever they see fit.

(h) Any cement mason leaving a job when it will cause a loss of material without a just grievance and failing to put a person in their place, will be properly disciplined upon notification by the Employer.

(i) All cement masons must do their work in a workmanlike manner with the highest standards of the cement mason's trade.

- (j) If an Employer puts in more work than the cement masons can handle and the Employer urges the work to be done in a hurry-up or sloppy style, the cement masons cannot be held responsible.
- (k) At no time shall an apprentice be placed in charge of a job.
- (l) When cement masons are sent from one job to another during working hours, their time going to and from the job must be paid by the Employer.
- (m) No Employer or his representative shall be required to put to work any man who appears to be in an intoxicated condition.
- (n) No member of this Union will be allowed to take subcontracts or piecework from any Employer.
- (o) Respirators are to be furnished to all cement masons while grinding, and proper provisions must be made to have same sterilized before being issued for further use.
- (p) There shall be no restriction of the use of machinery or tools.
- (q) There shall be no restriction of the use of any raw or manufactured materials.
- (r) The use of apprentices shall be encouraged.
- (s) Employers shall furnish lay-off slips to all cement masons who are laid off.
- (t) An Employer shall be required to furnish, along with the payroll check, a stub that spells out straight-time hours worked, overtime, and SSA and State and Federal tax deductions.
- (u) On all job sites in this jurisdiction at least fifty percent (50%) of the cement masons employed, plus the odd man, shall be residents of this area (when available).
- (v) Upon request, a time verification slip or card is to be furnished employees at the end of each week so as to verify time turned in. Temporary help upon being laid off shall be furnished a time card verifying hours worked.
- (w) 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.
- (x) Should an Employer deem it necessary to stop his concrete work for a period of more than one (1) day, thus causing him to not keep cement masons employed, cement mason Employees shall be considered laid off, thereby being eligible to be free to seek other employment.
- (y) A coffee break of ten (10) minutes shall be permitted at 10:00 A.M. in the vicinity of the workplace. When concrete is being placed, the men shall stagger the break (at approximately 10:00 A.M.) so it will not interrupt the pour.

Section 14.3. The respective Employers shall furnish the following for Employees covered by this Agreement:

- (a) Reasonably comfortable quarters for changes of clothing and lunch hours.
- (b) A safe place for the storage of Employees' tools.
- (c) Sanitary conveniences.
- (d) Tools which are customary for the Employer to furnish in accordance with standard practices, such as rubber boots; and special tools that are necessary to carry on the work; rubbing stones, and brushes, when there is rubbing and brushing to be done.

Section 14.4. Safety.

(a) In the event that safety equipment of any kind is required by law, regulation, or Employer directive, it shall be provided at the expense of the Employer. All safety apparel and protective clothing shall be furnished by the Employer except prescription safety glasses and safety shoes which shall be provided by the Employee.

(b) It is understood that all employer-supplied safety equipment is the Employer's property. A receipt for apparel and authorization for deduction of cost for same will be signed by the Employee. In the event an Employee fails to return an Employer's equipment, said Employee will reimburse his Employer by having the cost of said equipment deducted from his next payroll check as per the authorization.

(c) Upon review by Labor and Management an employee whose failure to wear the personal protective equipment (furnished by the employer to the employee) causes the issuance of an OSHA citation against the employer shall be required to make a \$75 contribution to Dollars Against Diabetes c/o Operating Plasters & Cement Masons International Local 599.

Section 14.5. Cell Phone Usage - 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.

Section 14.6. Substance Abuse Testing.

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

The Employers hereby agree to pre-fund the costs of the testing pursuant to the Standardized Drug Testing Program through a cents-per-hour contribution, as determined by the Drug Testing Committee and to pay the sum established for such program in Article VII Wages.

ARTICLE XV
OWNER MANDATED RULES

Flexibility to Modify Agreement to Expand or Recover Work

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

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, Tape or CD Players and Transmitters
10. Smoking Restrictions - Construction Tradesmen 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

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

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. See Letter of Understanding -Exhibit "B."

ARTICLE XVI

APPRENTICESHIP AND TRAINING FUND

Section 16.1. There is hereby created the Cement Masons Joint Apprenticeship and Training Fund. Payments received by the Fund pursuant to this Article and to Article XVII shall be used by the Trustees for the purpose of training apprentices and journeymen in the Cement Masons' craft and such other purposes as provided for in the Fund Trust Agreement.

Section 16.2. The Allied Construction Employers Association shall be the exclusive representative of the Employers and shall have equal representation of fifty (50) percent with the Union in the administration of this Fund.

When performing work covered by this Agreement within Racine and Kenosha Counties, the Employer shall:

Make contributions directly to the 845 Area Training Fund in the amounts provided for in the 845 Area Agreement also referenced in Article I, *Recognition*.

Section 16.3. The Employer agrees to abide by the terms and conditions of the above-mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the ACEA as provided in said Trust Agreement as his representatives to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the ACEA. 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 16.4. All Employers covered by this Agreement, having been in the contracting business for two (2) years may employ apprentices or trainees.

Section 16.5.

(a) Employers may employ apprentices and trainees on the basis of the following ratio to cement masons regularly employed. If an Employer regularly employs between one and three Cement Mason journeypersons, he may employ one apprentice or trainee. For each additional three journeypersons the Employer may hire one additional apprentice or trainee.

(b) If an Employer employs more than five (5) Cement Mason Journeypersons the employer must employ at least one apprentice. Employers not hiring and training apprentices will be required to pay into the Milwaukee JATC two times the base contribution specified for each craftworker employed.

Section 16.6.

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

(b) If the Employer has no work for the apprentice, then such apprentice may be reassigned by the Joint Area Committee to any other Employer covered by this Agreement.

Section 16.7. (a) Apprentice Wage.

| | | | Total |
|-----------------|-----------------|------------------------------|--------------------------------|
| 1 st | 6 months period | 50%+10%Related Instruction | 60% of the journeyperson rate |
| 2 nd | 6 months period | 50%+10%Related Instruction | 60% of the journeyperson rate |
| 3 rd | 6 months period | 60%+10%Related Instruction | 70% of the journeyperson rate |
| 4 th | 6 months period | 70%+10%Related Instruction | 80% of the journeyperson rate |
| 5 th | 6 months period | 80%+10%Related Instruction | 90% of the journeyperson rate |
| 6 th | 6 months period | 90%+5.0% Related Instruction | 95.0%of the journeyperson rate |

(b) For each apprentice hired the amount specified in Section 11.1 (a) will be paid only for hours actually worked on or after the first workday (i) after completion of one year from the first workday as an apprentice or (ii) after completion of 750 hours worked, whichever is the later, provided the apprentice is still an indentured apprentice at the end of such period. For details see Section 11.1(b).

Section 16.8. (a) Trainee Wage.

| | | |
|-----------------|-----------------|-------------------------------|
| 1 st | 6 months period | 70% of the journeyperson rate |
| 2 nd | 6 months period | 75% of the journeyperson rate |
| 3 rd | 6 months period | 80% of the journeyperson rate |
| 4 th | 6 months period | 85% of the journeyperson rate |
| 5 th | 6 months period | 90% of the journeyperson rate |
| 6 th | 6 months period | 95% of the journeyperson rate |

(b) The pension contribution rate for a trainee shall be at the same percentage rate of the full contribution rate as his/her percentage of the full journeyman wage rate under 16.8(a), unless the trainee has previously been a participant in the Pension Fund. If the trainee has previously been a participant in the Pension Fund, the Employer shall contribute at the full contribution rate for the employee. All other working conditions and fringe benefit contributions shall be as set forth in this agreement.

(c) After the sixth (6th) six (6) month 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.

Section 16.9. Journeyperson upgrade.

(a) Effective June 1, 2018, every Employee covered by this agreement must attend a minimum of eight hours per year of Safety and Skill Improvement training as selected jointly by the Union and the Associations and shall separately maintain OSHA 30 Construction certification.

(b) The JATC shall maintain records of each journeyperson's training and provide this documentation upon request. If the requested documentation confirms that an employee failed to attend the requisite Safety and Skill Improvement training per year, or that the employee failed to maintain the OSHA 30 Construction certification, then the employee will not receive the next taxable base wage increase until such time as the training is completed, and then only on a prospective basis.

(c) Employees will receive a \$50 expense reimbursement for successful completion of the required training from the Cement Masons' JATC. The Union has agreed to begin the process of amending their bylaws to provide for a fifty-dollar penalty paid to the JATC by those members who do not attend at least eight hours of safety and/or skill improvement training annually.

(d) This section shall not be enforceable for an employer who fails to comply with Section 16.5 of this agreement.

**ARTICLE XVII
APPRENTICESHIP AND TRAINING FUND
AND INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION**

Section 17.1.

- (a) IAP/CA. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund for each employee covered by or subject to this Agreement, the sum of nineteen (\$0.19) cents per hour for all actual time worked by each employee. Payments are to be mailed to P.O. Box 507, Brookfield, WI 53008-0507.
- (b) Apprenticeship and Training Fund. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Apprenticeship and Training Fund for each employee covered by or subject to this Agreement, the sum of seventy-three (\$0.73) cents per hour for all actual time worked by each employee (\$1.46 for Contractors not in compliance with 16.5(b)) except where the employee is working in Racine or Kenosha County. Payments are to be mailed to Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844.

Payments pursuant to this section shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. The Employer contributions required to be paid under this Section shall not be referred to, or be considered, as wage payments.

Where the employee is working in Racine or Kenosha County, the Employer shall remit nineteen (\$0.19) cents per hour to the Industry Advancement Program/Contract Administration Fund and fifty-eight (\$0.58) cents per hour, or such other amount which the Union allocates for the 845 Area, directly to the Wisconsin Operative Plasters' Cement Masons' Journeyman and Apprenticeship Training Fund for all actual time worked by each employee.

The Associations may modify the total IAP/CA Fund contribution rate on any June 1st occurring during the term of this Agreement by providing written notice to the Union. However, this does not include the amounts forwarded to CLMC/BIG STEP referenced in Section 17.3.

Section 17.2.

(a) Except to the extent otherwise provided in Section 3 of this Article, the payments received by the IAP/CA Fund pursuant to Section 17.1 shall be used as provided in subsection (b) of this Section.

(b) The IAP/CA 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/CA Fund and related operations.

Section 17.3.

Of the money paid into the IAP/CA Fund, the fund will forward three (\$0.03) cents per hour to CLMC/BIG STEP as the Union's contribution to the program and three (\$0.03) cents per hour to CLMC/BIG STEP as Management's contribution to the programs.

Section 17.4. Any Employer not represented by the Associations may elect by written notification to the Union, to the IAP/CA Fund and to the Cement Masons Apprenticeship and Training Fund, not to contribute to the IAP/CA Fund. If he makes such election, he shall contribute a total of ninety-two (\$0.92) cents (\$1.84 for contractors not in compliance with 16.5(b)) to the Apprenticeship and Training Fund.

Section 17.5. In the event an Employer becomes delinquent in his payments to the IAP/CA Fund, and after the ACEA Board of Directors 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 by the Board of Directors, 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 ACEA 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 17.6. 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.

ARTICLE XVIII
WORKER'S AND UNEMPLOYMENT COMPENSATION

Section 18.1. 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.

Section 18.2. Light Duty Work.

(a) If available and at the option of the Employer, an employee who has suffered an on-the-job injury may be offered light duty work based on the following conditions:

1. The employee has been released for light duty work by the treating physician.

2. The available work is within the limitations of the treating physician's release. The rate of pay for light duty work shall be on an hourly basis and computed at 50 percent of the employee's normal rate of pay. All Fringe Benefits will be paid on all hours worked.

The Employer is required to notify his Workers Compensation carrier weekly of the employee's hours. Failure to do so on a timely basis will make the Employer responsible for any shortage in the employee's temporary partial disability payments that arise out of the failure to report.

In no case will the employee be compensated at the light duty rate for more than six months from the initial return to work on a light duty basis. At the end of the six-month period, the employee either returns to full pay or full workers compensation.

(b) If available and at the option of the Employer, an employee who is receiving disability payments from the Health and Welfare Fund may be offered light duty work based on the following conditions:

1. The employee has been released for light duty work by the treating physician.
2. The available work is within the limitations of the treating physician's release.

The rate of pay for light duty work shall be on an hourly basis and computed at 50 percent of the employee's normal rate of pay. All Fringe Benefits will be paid on all hours worked.

The employee may remain in the light duty classification until the treating physician certifies his ability to return to full duty.

It is agreed if an employee on light duty work is laid off and is still entitled to any worker's compensation benefits and is denied same, the Safety Director of the AGC will assist in reinstating Worker's Compensation benefits to said Employee.

ARTICLE XIX

ARBITRATION

Section 19.1. Joint Grievance Board. There is created a Joint Grievance Board for the purpose of settling and adjusting grievances, controversies, and disputes, under or involving the provisions of this Agreement, in accordance with the terms of this Article. The Associations and Union agree to notify one another (ACEA, AGC-GM and the Local 599 Union Office) of any and all grievances brought by any of the parties. Such Joint Grievance Board shall consist of three (3) members to be chosen by the Associations and of three (3) members to be appointed by the Union within a reasonable time, and no later than ten (10) business days from the date of the complaint. The Board shall attempt to adjust the dispute and issue a written decision.

Section 19.2. Settlement of Disputes. Should any disputes, controversies or grievances, under or involving the provisions of this Agreement arise between the parties to such Agreement, or between an Employer and the Union, or an employee represented by the Union, such matter shall, upon request of any of the affected parties, be referred to such Joint Grievance Board for settlement or adjustment. A conference for the settlement or adjustment of such matter shall be scheduled, when possible, within twenty-four (24) hours with the conference to be held within five (5) working days.

Section 19.3. Arbitration. If the matter cannot be satisfactorily settled or adjusted by such Joint Grievance Board, it shall be referred to arbitration in accordance with the following procedure:

- (a) The members of the Joint Arbitration Board, as established pursuant to Section 1 of this Article, shall agree upon the selection of a seventh (7th) impartial member of such Joint Arbitration Board.
- (b) The Associations and the Union, each, shall bear the expense of their own representatives of the Joint Arbitration Board. The fees of the impartial seventh (7th) member, and all expenses of the Board of Arbitration, shall be borne equally by the Associations and the Union, except that in the event the matter in dispute involves an Employer who is not affiliated with the Associations, then the Union and such Employer shall equally bear the expense of the arbitrator.
- (c) The decision or award of a majority of the seven (7) member board of Arbitration shall be final and binding upon all parties, providing that it is confined to the part of the contract which is in dispute.
- (d) A written decision of the Board of Arbitration shall be handed down as soon as reasonably possible, and in no event, shall decision be issued later than thirty (30) days following the conclusion of the hearing before the Board.

(e) Grievances over discharge or suspension shall be filed no later than ten (10) calendar days after the matter is brought to the attention of the business representatives of the union.

(f) All grievances involving monetary liability excluding health and welfare, pension, vacation, and IAP/CA contributions shall be filed with the business representative of the union within one hundred eighty (180) calendar days of the event being grieved.

ARTICLE XX **JURISDICTIONAL DISPUTES**

Section 20.1. 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 to work until the jurisdictional dispute is settled.

Section 20.2. The parties to this Agreement agree to abide by the Procedural Rules and Regulations of the National Joint Board for the Settlement of Jurisdictional Disputes, Building and Construction Industry, which are hereby made a part of this Agreement by reference.

It is further agreed by the parties hereto that in the event they are unable to settle jurisdictional disputes on a local level, they will submit the same to the National Joint Board for the Settlement of Jurisdictional Disputes, established with the consent of the National Labor Relations Board for the purpose of settling jurisdictional disputes in the construction industry, and abide by the decisions of the Board.

ARTICLE XXI **TRANSPARENCY CLAUSE**

If during the term of this agreement, the union enters into an agreement with an employer covering the counties of Milwaukee, Waukesha, Ozaukee, and Washington Counties which materially modifies Articles VI or VII of this Agreement, it shall notify the Associations within 60 days. The Union shall thereafter provide the Associations with a copy of such agreement upon request.

ARTICLE XXII **SEPARABILITY CLAUSE**

Any provisions of this Agreement which may be in violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of any such laws, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement.

ARTICLE XXIII **TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE XXIV **NON-DISCRIMINATION**

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

ARTICLE XXV
DURATION OF AGREEMENT

Section 25.1. This Agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2025 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 collective bargaining between them, it is expressly agreed that there shall be no reopening 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.

Section 25.2. Effective as of June 1, 2022, this Agreement supersedes and replaces the –2019 - 2022 Agreement heretofore entered into on June 1, 2019. Dated 1st day of June, 2022.

OPERATIVE PLASTERERS AND CEMENT
MASONS INTERNATIONAL ASSOCIATION
LOCAL NO. 599, AREA 558, of the COUNTY
OF MILWAUKEE

ASSOCIATED GENERAL CONTRACTORS OF
GREATER MILWAUKEE, INC.

By: _____
Bart Swearingen, Business Agent

By: _____
Mark Kessenich, Chief Executive Officer

By: _____
Todd Gray, Business Manager

By: _____
Mike Abuls, Chairman

ALLIED CONSTRUCTION EMPLOYERS
ASSOCIATION, INC.

By: _____
James Macejkovic, President

By: _____
Matt Marcellis, Executive Director

ALL OTHER CONTRACTORS SIGN AND DESIGNATE HERE: DATE _____

Company Name

By: _____
Name and Title

Address

City, State, Zip

Telephone

E-Mail

EXHIBIT "A"

BUILDING & RESIDENTIAL CEMENT MASON CONTRACTORS LOCAL 599 AREA 558, NEW WAGE RATES LOCAL 599 AREA 558 COVERING MILWAUKEE, KENOSHA, OZAUKEE, RACINE, WASHINGTON, WAUKESHA COMPANIES WITH EXTENDED AGREEMENTS ALSO HAVE: DODGE, FOND DU LAC, JEFFERSON, SHEBOYGAN AND WALWORTH

Effective **May 30, 2022**, the Cement Finishers total package increased **\$2.02 (\$2.00 + \$0.02 from Management for the IAP/CA Fund)**, from **\$62.83** to **\$64.85**. The Funds have been allocated as follows: The Health and Welfare Fund increased **\$0.50** per hour, from **\$8.95** to **\$9.45** per hour, the Pension Fund has remained the same, **\$13.71** per hour, the Apprenticeship Fund has remained the same, **\$0.73** per hour, the IAP/CA Fund has increased **\$0.02** per hour (**\$0.02 from Management**), from **\$0.14** to **\$0.16** per hour, the CLMC Fund has remained the same, **\$0.03** per hour. Our working dues have increased **\$0.08** per hour, from **\$2.45** to **\$2.53** per hour. The Base Rate has increased **\$1.50** per hour, from **\$39.27** to **\$40.77** per hour.

Effective **May 30, 2022** through **June 4, 2023**
PLEASE NOTE CHANGES IN APPRENTICESHIP PAYMENTS!

When working in Counties **OTHER THAN** Racine or Kenosha
The Apprenticeship Fund will be **\$0.73** per hour, and remitted to:
"WI Laborers Fringe Benefit Funds", Lockbox 978844, P.O. Box 8844, Carol Stream, IL
60197-8844

When working **IN** Racine or Kenosha Counties
The Apprenticeship Fund will be **\$0.58** per hour, and remitted to:
"WI Masons Benefit Funds", US Bank, P.O. Box 78013, Milwaukee, WI 53278-0013

| | BASE RATE | * WD | H&W | PENSION | APP. FUND | IAP/ CA | UNION/ CLMC | TOTAL PKG. | SATAP** |
|---|--------------|-------|------|---------|--------------|------------|----------------|---------------|----------------|
| <u>CEMENT MASON</u> | 40.77 | -2.53 | 9.45 | 13.71 | .73 | .16 | .03 | 64.85 | .02 |
| Overtime: | 61.16 | -2.53 | 9.45 | 13.71 | .73 | .16 | .03 | 85.24 | .02 |
| Foreman shall be paid 12.5% over Journeyman base rate. | | | | | | | | | |
| <u>FOREMAN</u> | 45.87 | -2.53 | 9.45 | 13.71 | .73 | .16 | .03 | 69.95 | .02 |
| Overtime: | 68.81 | -2.53 | 9.45 | 13.71 | .73 | .16 | .03 | 92.89 | .02 |

***WORKING DUES CONTRIBUTIONS ARE DEDUCTED FROM BASE RATE AFTER TAXES**

****SATAP drug program is strictly Contractor contributions, is not part of the negotiated wage, is not to be deducted from the total package, and is to be remitted with Health and Welfare remittances.**

Total package wage rates shall increase effective: May 30, 2022 \$2.02, June 5, 2023 \$2.00,
June 3, 2024 \$2.00, May 31, 2025 to be negotiated.

PLEASE CALL 414-354-0599 WITH ANY QUESTIONS

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 the Union, AGC, or ACEA for a copy of the SATAP Guide.
7. "Drug and Alcohol Testing Requirements" - Refer to the Union, AGC, or ACEA for a copy of the SATAP Guide.
8. "Noise limitations" - refers to loud mufflers on cars near hospitals; jack hammers and nailguns at certain times.
9. "Rules related to the use of TV's, Radios, Tape 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-shirts 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 area and use only certain doors for access to his building.

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 "C"
LETTER OF UNDERSTANDING
Relating to Article XXV - NO DISCRIMINATION

It is agreed the intent of this section change is to comply with the Americans with Disabilities Act.

The Union and the Employers agree that all efforts to comply with A.D.A. is our goal but it is also understood that as per A.D.A. regulations, reasonable accommodation should not impose undue hardship to the Employers' operations of their businesses.

EXHIBIT "D"
LETTER OF UNDERSTANDING
Relating to Section 6.2(c) SUNDAYS AND HOLIDAYS

It is agreed that the intent of this section change is if a holiday falls on a Saturday it shall be observed on the preceding Friday without pay. If the said Friday is worked by an employee, the Friday shall be paid at straight time rate unless the Federal Government designates the Friday as the observed paid holiday and any employee working said Friday will be compensated at the holiday double time rate.

If a holiday falls on a Sunday, it shall be observed on the following Monday without pay. If the said Monday is worked by any employee, the Monday shall be paid at straight time rate unless the Federal Government designates the Monday as the observed paid holiday and any employee working said Monday will be compensated at the holiday double time rate.

EXHIBIT "E"
LETTER OF UNDERSTANDING

Letter of Understanding between Operative Plasterers and Cement Masons' International Association Local 599 Area 558 and the Allied Construction Employers Association, Inc. reached during their labor negotiations on April 26, 1972 concerning state Statute 108.07 which essentially states that employees who perform services in the same week for two or more employers, the Department may combine such employees' wages and his employment from such employers to determine his benefit rights under State Statute 108.05 and 108.06 as if such contributions and employment were from a single employer and may pay benefits accordingly.

It is our understanding that the Department interprets the Statute, especially the words "in case an employee has usually performed services in the same week for two or more employers---" in such a manner as to preclude cement masons who may work for more than one employer in a given week from coverage under the Statute.

It is hereby understood and agreed that in the event the State Statute is amended to permit coverage of cement masons or the Department's interpretation of the word "usually" is changed to permit coverage of cement masons, the ACEA will incorporate appropriate language in its labor agreement with Operative Plasterers and Cement Masons International Association Local 599 Area 558 so that cement masons are covered under the Statute.

Memo of Understanding
Central Depository/Electronic Transfer

The employers wish to establish through ACEA a Central Depository to insure the fast, speedy transfer of funds to all parties on a simplified basis for all of the contracts negotiated with ACEA and the other participating associations.

Such depository should include the electronic filling of fund forms and electronic payments as well as allowing for the filing of paper forms and checks for companies that so chose.

This process will eliminate paperwork for contractors such as the cutting of multiple checks as well as allow for the fast redistribution of funds to the respective funds.

This is a complex undertaking that must be carefully set up. We ask the Union's help in investigating and implementing a program that is beneficial to both parties.

By signing this agreement both parties agree to work towards the development a single Central Depository which will not be implemented without the approval of both the Contractor's Associations and the Union.

| | MEMBER OF | Area 558 Milwaukee | Area 845 Racine/Kenosha | Area 204 Madison | Area 257 La Crosse Eau Claire |
|--|---------------------|-----------------------|----------------------------|------------------|----------------------------------|
| WHEN WORKING IN: MILWAUKEE, OZAUKEE, WASHINGTON AND WAUKESHA COUNTIES: SEND APPRENTICESHIP TO: Wisconsin Laborers Health Fund” Lockbox 978844 P.O. Box 8844 Carol Stream, IL 60197-8844 | Total Package | 64.85 | 64.85 | 64.85 | 64.85 |
| | Health & Welfare | 9.45 | 10.25 | 10.25 | 10.25 |
| | Pension | 13.71 | 14.17 | 13.89 | 11.30 |
| | Int'l. Pension | | | | IPF IPF PPA 1.60 1.22 |
| | Annuity | | 3.10 | | .50 |
| | Apprenticeship | .73 | .73 | .73 | .73 |
| | IAP/CLMC | .19 | .19 | .19 | .19 |
| | Work Dues off Wages | 2.53 | 2.53 | 2.53 | 2.53 |
| | Wages | 40.77 | 36.41 | 39.79 | 39.06 |
| | SATAP* | .02 | .02 | .02 | .02 |

***SATAP drug program is strictly Contractor contributions, is not part of the negotiated wage, is not to be deducted from the total package, and is to be remitted with Health and Welfare remittances.**

| | | | | | |
|--|---------------------|-------|-------|-------|---------------------------|
| WHEN WORKING IN: RACINE AND KENOSHA COUNTIES: SEND APPRENTICESHIP TO: “Wisconsin Masons Benefit Funds”, US Bank Box 78013 Milwaukee, WI 53278-0013 | Total Package | 64.85 | 64.85 | 64.85 | 64.85 |
| | Health & Welfare | 9.45 | 10.25 | 10.25 | 10.25 |
| | Pension | 13.71 | 14.17 | 13.89 | 11.30 |
| | Int'l. Pension | | | | IPF IPF PPA 1.60 .1.22 |
| | Annuity | | 3.10 | | .50 |
| | Apprenticeship | .58 | .58 | .58 | .58 |
| | IAP/CLMC | .19 | .19 | .19 | .19 |
| | Work Dues off Wages | 2.53 | 2.53 | 2.53 | 2.53 |
| | Wages | 40.92 | 36.56 | 39.94 | 39.21 |
| | SATAP* | .02 | .02 | .02 | .02 |

***SATAP drug program is strictly Contractor contributions, is not part of the negotiated wage, is not to be deducted from the total package, and is to be remitted with Health and Welfare remittances.**

REMITTANCES FOR BENEFITS

FOR AREA 558 (MILWAUKEE) MEMBERS:

Health & Welfare:

“Wisconsin Laborers Health Fund”, Lockbox 978844,
P.O. Box 8844, Carol Stream, IL 60197-8844

Pension:

“Building Trades United Pension Fund”, P.O. Box 520,
Elm Grove WI 53122-0520

FOR AREA 845 (RACINE/KENOSHA) MEMBERS:

Health & Welfare:

“IPF” (International Health [Pension] Fund”
620 F Street, Washington, DC 20004

Pension:

“Building Trades United Pension Fund”
P.O. Box 520, Elm Grove, WI 53122-0520

Annuity:

“Union Individual Account Retirement Fund (UIARF),
Ironworkers Local 8
P.O. Box 94423
Chicago, IL 60690

FOR AREA 204 (MADISON) MEMBERS

Health & Welfare:

“IPF” (International Health [Pension] Fund”
620 F Street, Washington, DC 20004

Pension:

“Wisconsin Masons Benefit Funds”, US Bank
Box 78013, Milwaukee, WI 53278-0013

REMITTANCES FOR BENEFITS

FOR AREA 257 (LA CROSSE/EAU CLAIRE)

MEMBERS:

Health & Welfare:

“IPF” (International Health [Pension] Fund”
620 F Street, Washington, DC 20004

Pension:

“Wisconsin Masons Benefit Funds”, US Bank
Box 78013, Milwaukee, WI 53278-0013

International Pension:

“Bricklayers & Trowel Trades Int'l. Pension”
Dept. 237, Washington, DC 20055-0237

Annuity:

“Union Individual Account Retirement Fund (UIARF),
Ironworkers Local 8
P.O. Box 94423
Chicago, IL 60690

REMITTANCES FOR WORKING DUES, IAP, CLMC, SATAP FUNDS

Working dues:

Wisconsin Laborers Health Fund”, Lockbox 978844,
P.O. Box 8844, Carol Stream, IL 60197-8844

IAP/CLMC:

“IAP/CA” Fund”,
17100 W. Bluemound Rd. Suite 102
Brookfield, WI 53005

SATAP:

Wisconsin Laborers Health Fund”, Lockbox 978844,
P.O. Box 8844, Carol Stream, IL 60197-8844

REMITTANCES FOR APPRENTICESHIP FUND

WHEN WORKING IN MILWAUKEE, OZAUKEE, WASHINGTON AND WAUKESHA COUNTIES:

Apprenticeship to

“Wisconsin Laborers Health Fund”, Lockbox
978844, P.O. Box 8844, Carol Stream, IL
60197-8844

WHEN WORKING IN RACINE AND KENOSHA COUNTIES:

Apprenticeship to

“Wisconsin Masons Benefit Funds”,
US Bank, Box 78013,
Milwaukee, WI 53278-0013