

**2024-2027 HEAVY & HIGHWAY CONSTRUCTION AGREEMENT
BETWEEN THE WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL
AND THE
OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION LOCAL UNION NO. 599 & 633
AND THE
BRICKLAYERS & ALLIED CRAFTWORKERS DISTRICT COUNCIL OF WI**

This Agreement made and entered into this 1st day of June 2024, effective the third day of June 2024 by and between the Wisconsin Transportation Employers Council (hereinafter called the Employers), and the Operative Plasterers' and Cement Masons' International Association, Local Union Nos. 599 and 633, and the Bricklayers and Allied Craftworkers District Council of Wisconsin (hereinafter called the Union).

WITNESSETH

That the parties hereto, for and in consideration of the mutual promises and obligations herein contained, agree to and with each other as follows:

ARTICLE 1 - UNION RECOGNITION

The Employer hereby recognizes and acknowledges that the Unions the exclusive representatives of all their employees in the classifications of work falling within the jurisdiction of the Unions as defined in this Agreement and in the Constitution Rules of Order and Codes of the Operative Plasterers' and Cement Masons' International Association, and the Bricklayers and Allied Craftworkers, for the purpose of collective bargaining as provided for in Section 9(a) of the Labor Management Relations Act of 1947 as amended. Inasmuch as the Unions have submitted proof and the Employer is satisfied that the Unions represent a majority of its employees in the bargaining units described herein, the Employer recognizes the Unions as the exclusive collective bargaining agent for all employees within their bargaining unit, on all present and future job sites within the jurisdiction of the Unions. The parties agree that they will honor all of the collective bargaining obligations established hereby for the term of this Agreement and will enter into good faith negotiations for a successor contract at the appropriate time.

The Operative Plasterers' and Cement Masons' International Association, Local Union No. 599 and 633, and the Bricklayers & Allied Craftworkers District Council of Wisconsin are here recognized as the sole and exclusive bargaining representatives for all the employees doing the following work:

Section 1. All cement finishing on highways, bridges, tunnels, curbs and gutter, islands, sidewalks, barrier walls, steps, driveways, street and alley paving, setting stakes, strips and screeds for cement work of any kind jurisdictionally assigned to cement finishers, including those as set forth in the Blue Book "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, including Procedural Rules and Regulations" as amended.

Section 2. All rodding, leveling, darbying, bullfloating, troweling and finishing of all concrete construction and paving, pervious concrete, chipping, grinding, 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 stamping, staining, exposed aggregate, and stenciling on horizontal work.

Section 3. Individual Employers, by becoming a party to this Agreement, become a party to the multi-employer bargaining unit and authorize the Wisconsin Transportation Employers Council to negotiate successor agreements on its behalf. An individual Employer may withdraw from the multi-employer bargaining unit only by providing written notice to the Union and the Wisconsin Transportation Employers Council, at least ninety (90) days, but not more than one hundred twenty (120) days, prior to the expiration of this Agreement or of any renewal period.

ARTICLE 2 - ASSIGNMENT

The Contractor hereby assigns all work to be performed in the categories described in Article 1 to employees in the bargaining units covered by this Agreement.

SCOPE

This Agreement shall apply throughout the State of Wisconsin, as shown in Schedule "A".

ARTICLE 3 - COVERAGE

This agreement shall cover all highway and heavy construction work in the State of Wisconsin covered by the Davis-Bacon Act and airports exclusive of buildings.

ARTICLE 4 - ENTIRETY OF AGREEMENT

This Agreement represents the entire written contract between the parties and it supersedes any previous Agreements, supplements, riders or addenda whether written or verbal. Neither the Unions, the Contractor, nor the Employer, shall have the right to add to, subtract from or change the terms of the Agreement without the mutual written consent of all parties hereto.

ARTICLE 5 - UNION SECURITY

All present employees of the Contractor covered by this Agreement who are members of the Union at the date of execution of this Agreement, shall as a condition of continued employment with said Contractor maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. All present employees of the Contractor covered by this Agreement shall become members of the Union within eight (8) days following the date of this Agreement, or within eight (8) days following the commencement of such employment, whichever is later, and shall

as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership; provided however, that such membership in the Union is available to such workers 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 workers to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Upon written notice from the Union advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing as covered by payment of uniform initiation fees and/or as required, the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. The Contractor shall not discharge or cause an employee to lose work for failure to maintain membership or good standing under this Article, except upon written notice from the Business Representative of the Union as set forth herein.

This Article shall only be enforceable where permitted by applicable law.

The Union agrees to protect, defend (including providing the legal defense), indemnify and hold harmless any employer bound by this Agreement against any loss, damages and costs, and against any actions, demands, claims or other forms of liability asserted by any person or government agency that may arise out of or by reason of action taken by such employer in agreeing to and/or complying with the Union Security Provision of this Agreement.

In the event that there is a legal challenge by any person or government agency or any objection by an employee to the application of this Article, the parties will meet and discuss, prior to any requirement to take any type of action, in order to adequately address the Employer's liability and/or expense concerns.

ARTICLE 6 - CHECK OFF AND LOCAL DUES

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 appropriate 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 agrees to protect, defend (including providing the legal defense), indemnify and hold harmless any Employer who is bound by this Agreement against any loss, damages and costs and against any actions, demands, claims or other forms of

liability asserted by any person or government agency that may arise out of or by reason of action taken by any such Employer in agreeing to and complying with the check off and dues deduction provisions of this Agreement.

Within seven (7) days of new employee's start date and thereafter upon reasonable requests from the Union, the Employer shall provide the Union with the following information; the employee's name, home address, telephone number, and current work location. However, should an Employer's failure to notify within the seven (7) days be the result of clerical error or an inadvertent act, it shall not be grievable nor shall the Employer be subject to any monetary penalty or damages.

ARTICLE 7 - SUBCONTRACTING

Section 1. The Contractor shall sublet work under this Agreement only to an Employer whose employees receive at least the standards of wages, fringe benefits or monetary equivalent, and working conditions provided by this Agreement.

Section 2. The provisions of this Article shall be effective only on highway construction for which public bids are received and include the wage certification of the Department of Workforce Development.

Section 3. 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.

ARTICLE 8

Authorized representatives of the Union shall have access to the project, provided they do not stop the work of employees and further provided that such representatives fully comply with the visitor safety and security rules established for the particular project and federal and state regulations. The Union representative shall notify the field office or the field representative, prior to entering the job site. The Employer shall provide the Union with a name and cell phone number of its field representative at the pre-job meeting, or before commencing work on the project.

ARTICLE 9

The Contractor agrees to recognize the right of the Union to select from the working force on the job site a steward to act on behalf of the Union. A steward shall be required to do a full day's work.

ARTICLE 10 - FOREMEN

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

Section 2. If four (4) or more cement masons are employed on one crew, one (1) cement mason shall be known as working foreman and shall receive the cement mason foreman's rate of pay.

Section 3. The rate of pay for a foreman shall be an additional three dollars (\$3.00) above the basic wage rate per hour.

Section 4. The Unions recognize the rights of the Employer to delegate to his foreman the right to employ or discharge any or all employees, subject to the provisions of this Agreement. It shall be the function of the foreman to instruct the workers 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 placing of the workers, assign them to their tasks, selecting the proper materials and tools, and the planning and efficient execution of the work.

ARTICLE 11 - MISCELLANEOUS WORK RULES

Section 1. When any materials are added for the purpose of quicksetting the concrete, such as calcium chloride or any other materials similar to same, the cement masons shall be notified so they can govern themselves accordingly.

Section 2. One cement mason is to be on any job during all the time the concrete to be finished is poured.

Section 3. Whenever a floating or troweling machine is used, it shall be handled by a cement mason.

Section 4. Employers shall furnish lay-off slips to all cement masons who are laid off.

Section 5. An Employer shall be required to furnish along with the payroll check, a stub that spells out the straight-time hours worked, overtime, social security, state and federal tax deductions and check-off dues deductions.

Section 6. The Contractor shall strive to utilize on all job sites in this jurisdiction at least fifty percent (50%) of the cement masons employed, who are members of the area local (when available). This 50% requirement will not apply to a Contractor's journeymen employees who have been employed by the Contractor for at least three years.

Section 7. No member of the Unions will be allowed to take subcontracts or piecework for any employing Contractor.

Section 8. 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.

Section 9. There shall be no restrictions of the use of machinery or tools.

Section 10. The Contractor agrees to accept payroll deduction authorizations for Union dues and/or initiation fees signed by bargaining unit employees employed under this Agreement.

(a) Pursuant to such authorization, the Contractor agrees to make such deductions and to remit such deductions to the Union prior to the end of the month preceding the month for which the deduction is made.

(b) The Union agrees to present to the Contractor, a written authorization signed by each bargaining unit employee for whom such deductions are made.

Section 11. 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 breaks provided in this Agreement.

ARTICLE 12 - SAFETY

In the event that safety equipment of any kind is required by law, regulations or Employer directive, it shall be provided at the expense of the Employer. The Union shall not be responsible for any violation of safety statutes or regulation. All safety apparel and protective clothing shall be furnished by the Employer except prescription glasses and safety shoes which shall be provided by the employee. It is understood that all Employer-supplied safety apparel is the Employer's property. A receipt for apparel and authorization for deduction of cost of same will be signed by the employee. In the event an employee fails to return an Employer's apparel, said employee will reimburse his Employer by having the cost of said apparel deducted from his next payroll check as per the authorization.

STRIKE OR LOCKOUT

Should difference of any kind arise between any Contractor and the Union or members thereof, it is specifically agreed that there will be no lockouts, strikes or stoppages of any work of any sort, except as provided in this Agreement.

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 these Unions, and including primary picket lines directed at the Employer party to this Agreement. It shall not be a violation of this contract for a Union to strike if the Employer deliberately and continually violates this contract.

ARTICLE 13

Wages shall be paid, at the Employer's option, by debit card, 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. In the event the Employer elects to pay by debit card, any fees associated with it will be paid by

the Employer. Employee's paycheck/debit card/direct deposit advice will be mailed on or before payday to the home address they have on file with the Employer. Paychecks sent via U.S. Postal Service that are not received by the employee will not be reissued until five (5) calendar days from the date of the check, and until the bank has confirmed that payment has been stopped on the original check. When made available by the Employer, and at the employee option, debit card or direct deposit paystubs may be emailed to the employee email address provided. In this instance, no paper copy will be provided. Authorization and any email address change must be made in writing. There will be no additional provisions for layoff terminations. All employees laid off or discharged will be paid under the regularly established payroll period procedure.

ARTICLE 14 - PRE-JOB CONFERENCE

The Contractor shall communicate with the Union prior to starting work on any project and the Contractor and the Union shall jointly establish a time and place for a pre-job conference. Sub-contractors employing cement masons must be present at the pre-job conference.

ARTICLE 15 - GRIEVANCES

Section 1. A grievance must be filed in writing by the Employer, the Contractor or the Union, within thirty (30) days of the date of the occurrence of the grievance.

Section 2. All grievances, disputes or complaints of violations of any provisions of this Agreement shall be submitted to final and binding arbitration by an arbitrator selected by the parties by requesting a panel from the Wisconsin Employment Relations Commission. Notice of the grievance dispute shall be given to the Contractor or as applicable to the Local Union Office at least two (2) days before serving of the demand for the arbitration in order to permit efforts to adjust the matter without litigation. The arbitrator shall be a member of the Wisconsin Employment Relations Commission Ad Hoc Roster of Arbitrators and Fact Finders. The arbitrator shall have sole and exclusive jurisdiction to determine the arbitrability of such dispute as well as the merits thereof. Written notice by certified return receipt of demand for arbitration shall be given to the Contractor or as applicable to the Union at its Local office. The Contractor as the case may be, shall agree in writing within seven (7) days to arbitrate the dispute.

Both parties shall cooperate to have the case heard by an arbitrator within seven (7) calendar days of the written agreement to arbitrate, provided an arbitrator is available. The arbitrator shall have the authority to give a bench decision at the close of the hearing, unless he shall deem the issues to be unusually complex, and thereafter the arbitrator shall reduce the award to writing. 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 Representative of the Union.

Section 3. In the event the arbitrator finds a violation of the Agreement the arbitrator shall have the authority to award back pay to the aggrieved or persons on the referral list in addition to whatever other or further remedy may be appropriate.

Section 4. In the event a Contractor or the Union does not agree to arbitrate a dispute within seven (7) calendar days or does not cooperate to have the case heard within seven (7) calendar days after the written agreement to arbitrate or does not comply with the award of the arbitrator the other party shall have the right to use all legal and economic recourse.

Section 5. All expenses of the arbitrator shall be shared equally by the Union and the Contractor involved.

Section 6. Arbitration on jurisdictional awards issued under this Article shall bind all parties to this agreement including the Employer.

ARTICLE 16

Section 1. When a single shift is worked eight (8) hours of continuous employment, except for lunch periods, shall constitute a day's work, beginning on Monday through Friday of each week. It is agreed that the Contractor may work four (4) ten (10) hour days with Friday as a make-up day.

Section 2. When two (2) or more shifts are worked, five (5) eight (8) hour shifts or four (4) ten (10) hour shifts from 5:00 a.m. Monday to 5:00 a.m. Saturday shall constitute a regular weeks work and such time shall be paid for at the regular rate of wages, provided however that workers assigned to a second or third shift shall be allowed a thirty (30) minute lunch period at the midpoint of the shift with the time to be paid for as working time.

Section 3. Overtime shall be paid at one and one-half (1 ½) times the regular rate of pay for all hours worked over eight (8) in one day on a five (5) day eight (8) hour schedule and all hours worked over ten (10) in one day on a four (4) day ten (10) hour schedule (midnight to midnight) or over forty (40) in a week (Sunday through Saturday), but not both. The only exception to this is when an employee works more than eight (8)/ten (10) continuous hours and the start time is on one day and the finish time is the next day. All work performed on Saturday shall be paid at one and one-half (1 ½) times the regular rate of pay.

For all time worked on Sundays and Holidays, the workmen shall be paid twice (2) the regular rate of pay.

For the purpose of this Agreement, the following days (or their dates of observance) are stated to be holidays: Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and New Year's Day. No work shall be done on Labor Day except in extreme emergencies.

Section 4. CALL IN AND REPORTING PAY - 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 condition, breakdowns, or delays beyond the control of the Employer, or completion of the job. If asked to wait and stay on job site due to inclement or adverse weather conditions, breakdowns, or delays

beyond the control of the Employer, Employers must pay for all such waiting time. If Contractor starts work after such delays (maximum two (2) hours wait) and works at least eight (8) hours, no reporting or waiting time will be paid.

ARTICLE 17 - WAGE AREAS AND RATES

Section 1. The rate of pay for workmen covered by this Agreement shall be the wage rate established in each area.

A. PREVAILING WAGE AREA INCREASES AREAS B, C, D, E, F

Effective June 3, 2024 - \$3.00 per hour increase in wages and benefits

Effective June 2, 2025 - \$3.00 per hour increase in wages and benefits

Effective June 1, 2026 - \$2.75 per hour increase in wages and benefits

PREVAILING WAGE AREA A INCREASES

Effective June 3, 2024 - \$3.00 per hour increase in wages and benefits

Effective June 2, 2025 - \$3.00 per hour increase in wages and benefits

Effective June 1, 2026 - \$2.75 per hour increase in wages and benefits

B. WAGE AREA INCREASES FOR ALL WORK NOT COVERED BY ARTICLE 3

AREAS D, F

Effective June 3, 2024 – total package is \$1.00 per hour less than prevailing wage

Effective June 2, 2025 – total package is \$1.00 per hour less than prevailing wage

Effective June 1, 2026 – total package is \$1.00 per hour less than prevailing wage

AREAS A, B, C, E

Effective June 3, 2024 – total package is \$1.00 per hour less than prevailing wage

Effective June 2, 2025 – total package is \$1.00 per hour less than prevailing wage

Effective June 1, 2026 – total package is \$1.00 per hour less than prevailing wage

(2) Subject to the limitations contained in Section 3 below, the Union may, at its option, allocate any wage increase to any and all fringes recognized in this contract.,

Section 3. In the event that any Pension or Retirement Fund provided for in this Agreement is declared to be in “Endangered Status”, “Severely Endangered Status”, or “Critical Status” and the plan puts into place any requirement for increased contributions such as a “Rehabilitation Plan”, the parties agree that any mandatory increase in Pension Fund contributions shall be first covered by applying up to 100% of the next annual increase in wages and benefits as necessary to cover the contribution increases. If 100% of the next annual increase is insufficient to cover the entire contribution increase, then the remainder of the contribution increase shall be funded by a commensurate reduction in the current wage rate paid to participating employees.

Section 4. NIGHT SHIFT PREMIUM - Because the parties recognize the increased risk associated with working adjacent to traffic at night, they have agreed to a \$2.50 per hour

premium to be added to the hourly wage rate enumerated in Schedule A. The Premium shall be paid for all hours worked on any shift for which the majority of the hours worked on the shift occur between 6:00 PM and 5:00 AM. The Contractor shall provide any required illumination or reflective personal safety equipment.

ARTICLE 18 - INDIVIDUAL JOB PREVAILING WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS

For all jobs let on or after January 1, 2017: Sections 1(a), (b) and (c) are replaced with the following:

The wage rates, Health and Welfare and Pension Fund contributions as set forth in the Davis Bacon Act, and required to be paid on a job, shall constitute the wage rates, Health and Welfare and Pension Fund contributions to be paid by the Employer for work performed by its employees covered by the terms of this Agreement. Said prevailing wage rate package required to be paid under the Davis Bacon Act shall govern the monetary provisions of Article 16 through 20. In the event of a conflict, Health and Welfare and Pension Fund contributions shall be paid as set forth in Schedule A, and if necessary, the wage rate will be reduced. In no event, the total amount that the Employer is required to pay under this Agreement will be no more than the total package required under the Davis Bacon Act and the project contract provisions.

ARTICLE 19 – APPRENTICES AND TRAINEES(OPCMIA)/IMPROVER(BAC)

Section 1. The use of apprentices shall be encouraged.

Section 2. Apprentices shall be governed by the Apprentice Standards agreed upon by the Joint Area Apprenticeship Committee and the Wisconsin Department of Workforce Development. If the Employer has no work for the apprentices, then such apprentice may be reassigned by the Joint Area Committee to any other Employer covered by this Agreement.

Section 3. One apprentice will be allowed as long as there is one journeyman. An additional apprentice will not be allowed until there are four (4) journeymen. This ratio will be based on the Employers total cement mason work force and not on a per job basis.

Section 4.

(A) Cement mason apprentice wage rate to be a percentage of the current established journeyman rate when an established employee of the signatory Contractor becomes a member of the bargaining unit with the permission of the Employer:

| <u>Base Rate Hours</u> | <u>Wage Rate</u> | | <u>Related Instruction</u> | | <u>Total Pay</u> |
|------------------------|------------------|---|----------------------------|---|------------------|
| First Year | 80% | + | 10% | = | 90% |

| | | | | | |
|-------------|-----|---|-----|---|-----|
| Second Year | 85% | + | 10% | = | 95% |
| Third Year | 85% | + | 10% | = | 95% |

(B) Cement Mason Apprentice wage rate to be a percentage of the current established journeyman rate as follows for new apprentices referred to the Contractor by the Union or other entities:

| Base Rate Hours | Wage Rate | Related Instruction | Total Pay |
|-----------------|-----------|---------------------|-----------|
| 0 – 1400 | 60% + | 10% = | 70% |
| 1401 – 2800 | 70% + | 10% = | 80% |
| 2801 – 4200 | 80% + | 10% = | 90% |

Section 5. Cement Mason Trainee. In the event an Employer or the Union hires or refers a Cement Mason that cannot meet the criteria to become an apprentice and has some experience working at the trade, but who has not demonstrated the skill to be a Journey worker, the following minimum pay scale may be implemented. A “year” shall be from January 1 through December 31.

Section 6. The Cement Mason Trainee wage rate shall be no less than the following percentage of the established Journey worker base rate then in effect:

| | Wage Rate |
|-------------|-----------|
| First Year | 80% |
| Second Year | 90% |
| Third Year | 100% |

Cement Mason Trainees shall receive all fringe benefit contributions provided for herein for a Journey worker.

ARTICLE 20

Section 1. The Employer shall for each hour worked by an employee make fringe benefit contributions in the amount provided for in Article 17 and 18 to the Health and Welfare Fund, Pension Fund(s), International Masonry Institute Education fund (IMI), and Apprentice and Training Funds designated by the signatory local Unions of which the employee is a member, or if the employee is not a Union member, to the local Union in the area where the employee is working.

Section 2. During the life of this Agreement, each Employer, covered by this Agreement shall pay the sum scheduled in Article 17 wage rates for each hour worked by all employees covered by this Agreement to the Trustees of such Funds. Payment must be made at the end of each month, but no later than the fifteenth (15th) day of the following month.

Section 3. The Contractors and the Union and all Contractors covered by this Agreement agree to be bound, by all of the terms of the Trust Agreement creating the Funds, and by all of the actions and rules of the Trustees administering such various Funds in accordance with the Trust Agreement and regulations of the Trustees, provided that such Trust Agreements, actions, regulations, and rules shall not be

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

Section 4. The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to the Funds in accordance with Section 1 of this Article.

Section 5. The Trustees of the Funds may for the purpose of collecting any payments required to be made to such Trust Funds, including damages and costs, and for the purpose of collecting any payments required to be made to such Trust Funds, including damages and costs, 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 to resort to any grievances or arbitration proceedings which may be provided for under this Agreement.

Section 6. (a) On a project to project basis, and upon timely written notice from the Union and upon show of just cause, the Union may require a Contractor to furnish a bond sufficient to insure payment of Trust Fund contributions required by this Article, or on a project to project basis, and upon timely written notice from the Union and upon show of just cause, the Union may require the prime Contractor to withhold sufficient monies to insure payment of Trust Fund contributions required.

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

Section 7. The Employer shall make fringe benefit payments for Health and Welfare and Pension contributions to the employee's home funds at the rates designated by the Pension and Health Funds for the employee's home area. Pension contributions may be separated 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 and 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. All remittances will be made by using the area form for the work that is performed which will be provided by the Union.

Section 8. The Contractor will make remittances for local vacation pay and/or annuity for local Cement Masons when working within the geographical jurisdiction of a local Union that has vacation pay and/or annuity. These locals are OP #845 (Racine/Kenosha), OP #257 (La Crosse/Eau Claire) and OP #633 (Duluth-Superior), and they will supply proper forms to the Contractors. The Contractor shall remit vacation pay and/or annuity to the cement masons' home fund when working outside of his geographical jurisdiction. This vacation pay and/or annuity will be deducted from the base rate in the area where the work is being performed. All other remittances will be made in accordance with area rates and will be so indicated on the State Heavy and Highway form.

ARTICLE 21 - SEPARABILITY CLAUSE

The provisions of this Agreement are deemed to be separable to the extent that if and when a court or governmental agency of competent jurisdiction adjudges any provisions of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decisions shall not affect the validity of the remaining portion of this Agreement but such remaining provisions shall continue in full force and effect.

ARTICLE 22 - NONDISCRIMINATION

It is mutually agreed that all workers shall be hired, promoted and terminated solely on the basis of qualification and merit; and further, that there will be no discrimination against or preference for workers or applicants on the basis of race, color, creed, national origin or sex. Nothing in this Agreement waives any rights any employee may have under any applicable State or Federal non-discrimination laws.

ARTICLE 23 - TRANSPORTATION EDUCATION FUND

Section 1. All persons, firms, or corporations who are Employer signatory parties, or who may become signatory parties to this Agreement, shall pay in the Transportation Education Fund (hereinafter referred to as T.E.F.), eight cents (\$.08) per hour for the purpose of explaining and promoting the need for improved modern transportation. For each bargaining unit employee working under the terms of this Agreement, the specified amount as in Article 10, 17, 18, 19 and Schedule A shall be paid for all hours worked.

Payments to T.E.F. shall not be considered employee wages or fringe benefits.

Payments to T.E.F. shall be due at the end of each month and shall be submitted no later than the 15th day of the following month to: Transportation Education Fund, P.O. Box 1349, Madison, WI 53701.

Section 2. In the event an Employer becomes delinquent in his payment to T.E.F., he shall be assessed, and such Employer hereby expressly agrees to pay, and as for liquidated damages, the sum of two dollars (\$2.00) per employee for each thirty (30) day period or fraction thereof, that such Employer is delinquent in making payments to the T.E.F.

Section 3. The T.E.F. for the purpose of collecting payment required to be made to the T.E.F., including damages and costs, and for the purpose of enforcing rules 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 4. Each Employer who is required to make payments to the T.E.F. pursuant to Section 1 of this Article shall promptly furnish to the T.E.F., or their authorized agents,

on demand, all necessary employment, personnel, and payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the T.E.F., and for no other purpose. The T.E.F., or their authorized agents, may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the T.E.F. or their authorized agents, in connection with the proper administration of the T.E.F. and the activities engaged in by the T.E.F.

ARTICLE 24 - WISCONSIN MASONS 401(K) PLAN AND TRUST FUND

Section 1. There shall be paid monthly, by each Employer covered by this Agreement, to the Wisconsin Masons 401(k) Plan and Trust (hereinafter “401(k) Trust Fund”) any and all amounts of compensation pursuant to automatic enrollment rules adopted by the Fund’s Trustees, or which any employee covered by this Agreement, has agreed to defer and deposit in the Fund for the immediately preceding month in accordance with the terms and provisions of the Fund’s controlling documents and the procedures established in writing by the Fund’s Trustees.

Section 2. Each Employer shall be obligated to deposit amounts in the 401(k) Trust Fund which are agreed to be deferred by employees, and no Employer shall be obligated for any other amount, including but not limited to any fees, expenses or other costs associated with the maintenance, operation and administration of the Fund. Contributions to the Fund shall be made in accordance with the procedures established in writing by the Fund’s Trustees.

Section 3. Payments to the 401(k) Trust Fund are to be made at the end of each month in which the work was performed, but not later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in such payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment, such Employer may be assessed, by the Trustees, as liquidated damages, twenty percent (20%) of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance. In the event that the Fund’s Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney’s fees and any other costs and expenses reasonably arising in connection with any collection action.

Section 4. The Employers and the Union agree to abide by the terms and conditions of the above mentioned Trust Agreement, and the rules and regulation heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement, and accepts the Trustees as provided in said Trust Agreement as the representatives to administer such Fund, and all such past or succeeding Trustees as shall have been or will be appointed. The Employer and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 5. All newly hired employees covered by this Agreement shall be automatically enrolled in the 401(k) Trust Fund at the minimum deferral amount required in accordance with the 401(k) Trust Fund automatic enrollment rules. The minimum

deferral amount is \$0.50/hour. The Employer and Union agree the minimum deferral amount may be increased by the Fund's Trustees at any time. Employees may opt out of the 401(k) Trust Fund in writing pursuant to automatic enrollment rules adopted by the Trustees.

ARTICLE 25 - SUPPLEMENTAL RETIREMENT FUND **OPERATIVE PLASTERERS' & CEMENT MASONS' LOCAL 599 AREA 204**

Section 1. During the life of this Agreement each Employer covered by this Agreement shall deposit such amounts in the Fund (see Article 24), which have been elected to be deferred by the employee (to be determined by individual employee annually and subtracted from base wage). The employee may elect to defer from one-dollar (\$1.00) per hour, to a maximum (currently ten-dollars (\$10.00) per hour) allowed by the Operative Plasterers' & Cement Masons' Local 599 Area 204 Supplemental Retirement Fund. These payments shall be forwarded by the Employer not later than the fifteenth (15th) day of each month following the month for which payment has been deducted.

Section 2. Should another Local 599 area join in this Fund, the signatory Contractors and Local 599 area agree to abide by the language in Article 24 and Article 25. However, in no event shall another Fund increase the Employer's contribution obligations.

ARTICLE 26 – CONTRACT ADMINISTRATION FUND

Employers who are signatory to this Agreement shall pay a contract administration fee of two (2¢) cents per hour for all hours worked during the term of this Agreement to fund the "Contract Administration Fund." The contract administration fee shall be transmitted by check payable to the Heavy and Highway Contract Administration Fund, P.O. Box 2011 Madison WI 53701-2011, by the fifteenth (15th) of each month. The Contract Administration Fund shall be administered as set forth in the Contract Administration Fund Agreement, which the Contractor agrees to execute. WTEC shall be exclusively responsible for all auditing and collection responsibilities in conjunction with the Contract Administrative Fund. Further, WTEC agrees to hold the Union harmless with respect to the administration of this Article and the Contract Administration Fund.

LETTER OF UNDERSTANDING - GOVERNMENT MANDATED HEALTH CARE

The Union and Wisconsin Transportation Employers Council hereby agree to this Letter of Understanding with respect to the Heavy and Highway Construction Agreement presently in effect and any successor negotiated thereto. Specifically, the parties agree as follows:

The parties agree that in the event the United States Government or the State of Wisconsin establishes a National/State health insurance program to which the Contractor is required to participate and contribute and which duplicates coverage of the present health benefit program established by this Agreement, The parties will meet to renegotiate the provision of this Agreement impacted by the Federal/State law and the effect of the law on the benefits and contributions in effect at that time. In no event shall the level of benefits in existence on the effective date of the law be reduced.

Moreover, in the event that any National/State health insurance program implemented during this Agreement contains the option, without any type of penalty or additional cost to the Contractor to continue to participate and/or contribute to the Fund, the Contractor will continue to do so without modification. If there is any type of penalty or additional costs, the parties will meet and renegotiate as set forth above.

This Letter of Understanding shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect for the duration of the present Heavy and Highway Construction Agreement and thereafter for the duration of any successor Agreement unless terminated by written notice given by either party in the same manner and time period as set forth in Article 27 of the Heavy and Highway Construction Agreement.

Article 27
Duration of Agreement

This agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2027, and from year to year thereafter, unless opened for renegotiations or terminated by written notice given by either party to the other not less than sixty (60) days prior to the end of its initial term or any anniversary thereof, In the event the party notifies the other party it is opening the agreement for renegotiation, all of the terms of the agreement shall continue on from day to day after its initial term. By mutual agreement the parties may meet ahead of the opening date to form a future agreement.

Dated this _____ day of 2024

The Wisconsin Transportation
Employers Council

Matt Grove, Management

Also Representing:
Granite Construction Inc.
Kraemer North America, LLC.
Lunda Construction Co.
Parisi Construction Co. Inc.
Trierweiler Construction Co.
Vinton Construction Co.
Zenith Tech, Inc.

For the Union

James Vick, Director
B.A.C. District Council of WI

Matthew Ganhs, Business Agent
OPCMIA Local 599 Area 257

Todd Gray, Business Manager
OPCMIA Local 599

Bartholomew Swearingen, Business Agent
OPCMIA Local 599 Area 558

Chad Morris, Business Manager
OPCMIA Local 633

Kilah Engelke, Business Agent
OPCMA Local 599 Area 558

Felix Ramirez, Business Agent
OPCMIA Local 599 Area 845

[Union has updated]

ASSUMPTION OF AGREEMENT
STATE OF WISCONSIN
CEMENT MASONS HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT
June 1, 2024 through May 31, 2027

I (we) hereby agree to be bound by the provisions of the 2024-2027 Collective Bargaining Agreement between the Wisconsin Transportation Employers Council and the Operative Plasterers' and Cement Masons' International Association Local Union 599 and 633 and the Bricklayers & Allied Craftworkers District Council.

Dated _____, 20_____.

FOR THE CONTRACTOR

FOR THE UNION

Company Name

Name and Title

Company Address

Local Union

City/State

Zip Code

Phone Number

Fax Number

E-mail

Employer Identification Number

Name and Title

Please print name

ASSUMPTION OF INDEPENDENT CONTRACTOR
UNION RECOGNITION

The Employer hereby recognizes and acknowledges that the Operative Plasterers' and Cement Masons' International Association Local Union No. 599 and 633 and the Bricklayers & Allied Craftworkers District Council of Wisconsin are the exclusive representatives of all its employees in the classifications of work falling within the jurisdiction of the Union as defined in Section 1 and Section 2 of the Heavy & Highway Construction Agreement now in effect for the purpose of collective bargaining as provided for in Section 9(a) of the Labor Management Relations act of 1947 as amended.

Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future job sites within the jurisdiction of the Union. The parties agree that they will honor all of the collective bargaining obligations established hereby for the term of this Agreement and will enter into good faith negotiations for a successor contract at the appropriate time.

FOR THE CONTRACTOR

FOR THE UNION

Company Name

Name and Title

Company Address

Local Union

City/State Zip Code

Name and Title

Please Print Name

Map of Wisconsin Counties



SCHEDULE B

Mail Pension/Annuity Funds to:

MN Cement Masons Fringe Benefit Funds
C/O Zenith Administrators, P.O. Box 295
Minneapolis, MN 55440

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

Bricklayers I.U. Pension Fund
Department #237 (or #400 depending on
remittance form)
Washington, D.C. 20055-0237

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

Union Individual Account Retirement Fund
Iron Workers Local 8, P.O. Box 94423
Chicago, IL 60690

Mail Health & Welfare/HRA Funds to:

MN Cement Masons Fringe Benefit Funds
C/O Zenith Administrators, P.O. Box 295
Minneapolis, MN 55440

IPF, 620 F Street
Washington, Dc 20004

Wisconsin Laborers Benefit Funds
Lockbox 978844, P.O. Box 8844
Carol Stream, IL 60197-8844

Mail Vacation Funds to

MN Cement Masons Fringe Benefit Funds
C/O Zenith Administrators, P.O. Box 295
Minneapolis, MN 55440

MAIL DUES CHECK OFF TO:

Cement Masons Local 633
312 Central Ave. #376
Minneapolis, MN 55414

B.A.C. District Council of Wisconsin
P.O. Box 510617, New Berlin, WI 53151-0617

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

Wisconsin Laborers Benefit Funds
Lockbox 978844, P.O. Box 8844
Carol Stream, IL 60197-8844

Mail Education Funds to:

Cement Masons Local 633
312 Central Ave. #376
Minneapolis, MN 55414

B.A.C. District Council of Wisconsin
P.O. Box 510617, New Berlin, WI 53151-0617

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

Wisconsin Laborers Benefit Funds
Lockbox 978844, P.O. Box 8844
Carol Stream, IL 60197-8844

Mail T.E.F. Funds to:

Transportation Education Fund
P.O. Box 1349
Madison, WI 53701-1349

Mail Contract Administration Funds to:

Heavy & Highway C.A. Fund
P.O. Box 2011
Madison, WI 53701-2011

WHEN MEMBER'S HOME LOCAL IS

OPCMIA Local Union #633

All BAC Locals and
OPCMIA Local Union #599
Areas 257 and 204

All BAC Locals and
OPCMIA Local Union #599
Area #257

OPCMIA Local Union #599
Areas 558 & 845

OPCMIA Local Union #599
Area 845

WHEN MEMBER'S HOME LOCAL IS

OPCMIA Local Union #633

All BAC Locals and
OPCMIA Local Union #599, Areas 257, 204 & 845

OPCMIA Local Union #599
Area 558

WHEN MEMBER'S HOME LOCAL IS

OPCMIA Local Union #633

WHEN WORKING IN AREA

Area A

Area B

Areas C, E, F

Area D

WHEN WORKING IN AREA

Area A

Area B

Areas C, E, F

Area D

All Areas

All Areas

SCHEDULE A
Wisconsin State Heavy & Highway Cement Masons and Finisher Rates
D.O.T. -PREVAILING WAGE RATE WORK
EFFECTIVE JUNE 1, 2024 – MAY 31, 2027

| Area A 633 | Base Rate | H&W | Vac | Local Pension | I.U. Pension | HRA | Annuity | Dues | Other | IMI Educ | Total | Date | T.E.F.* | C.A.** |
|---------------|--------------|-------|--------|------------------|-------------------------------|------|---------|--------|-------|-------------|-------|--------------------|---------|--------|
| | 47.17 | 9.48 | (7.22) | 11.39 | | 1.75 | | (2.11) | .51A | | 70.30 | 6/1/2024-5/31/2027 | .08 | .02 |
| Area B BAC | Base Rate | H&W | Vac | Local Pension | I.U. Pension IPF PPA | | Annuity | Dues | Other | IMI Educ | Total | Date | T.E.F.* | C.A.** |
| | 41.62 | 10.70 | | 11.00 | 2.46 1.83 | | | (1.50) | (.69) | .35A / .69 | 68.65 | 6/1/2024-5/31/2027 | .08 | .02 |
| Area C 257 | Base Rate | H&W | Vac | Local Pension | I.U. Pension IPF PPA | | Annuity | Dues | Other | IMI Educ | Total | Date | T.E.F.* | C.A.** |
| | 42.74 | 10.70 | | 11.30 | 1.60 1.22 | | | (2.83) | | 1.09A | 68.65 | 6/1/2024-5/31/2027 | .08 | .02 |
| Area D 558 | Base Rate | H&W | Vac | Local Pension | I.U. Pension | | Annuity | Dues | Other | IMI Educ | Total | Date | T.E.F.* | C.A.** |
| | 43.16 | 10.30 | | 14.56 | | | | (2.83) | | .63 | 68.65 | 6/1/2024-5/31/2027 | .08 | .02 |
| Area E 204 | Base Rate | H&W | Vac | Local Pension | I.U. Pension | | Annuity | Dues | Other | Big Step | Total | Date | T.E.F.* | C.A.** |
| | 42.25 | 10.70 | | 14.69 | | | | (2.83) | | 1.00A / .01 | 68.65 | 6/1/2024-5/31/2027 | .08 | .02 |
| Area F 845 | Base Rate | H&W | Vac | Local Pension | I.U. Pension | | Annuity | Dues | Other | IMI Educ | Total | Date | T.E.F.* | C.A.** |
| | 38.98 | 10.70 | | 15.24 | | | 3.10 | (2.83) | | .63 | 68.65 | 6/1/2024-5/31/2027 | .08 | .02 |

*All persons, firms, or corporations who are Employer signatory parties, or who may become signatory parties to this Agreement, shall pay in the Transportation Education Fund (T.E.F.), eight cents (\$0.08) per hour for the purpose of explaining and promoting the need for improved modern transportation. For each bargaining unit employee working under the terms of this Agreement, and the specified amount as in Article 10, 17, 18, 19 and Schedule A shall be paid for all hours worked.

Payments to the T.E.F. shall not be considered employee wages or fringe benefits.

Payments to T.E.F. shall be due at the end of each month and shall be submitted no later than the 15th day of the following month to:
T.E.F., P.O. Box 1349, Madison, WI 53701

**Employers who are signatory to this Agreement shall pay a Contract Administration fee (C.A.) of two cents (\$0.02) per hour for all hours worked during the term of this Agreement to fund the "Contract Administration Fund". The Contract Administration fee shall be transmitted by check payable to the "Heavy & Highway C.A.F.", P.O. Box 2011, Madison, WI 53701-2011, by the 15th day of each month. Wisconsin Transportation Employers Council (WTEC) shall be exclusively responsible for all auditing and collection responsibilities in conjunction with the C.A.F. Further, WTEC agrees to hold the Union harmless with respect to the administration of this Article and the C.A.F.

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

This substance abuse testing and assistance policy ("Policy") has been adopted and implemented pursuant to the negotiations between the Wisconsin Transportation Employers Council ("WTEC") and the Operative Plasterers' and Cement Masons' International Association Local Union 599 and the Bricklayers & Allied Craftworkers District Council ("Union") as part of the 2021-2024 Wisconsin Heavy and Highway Construction Agreement ("Agreement"). The term "Contractor" or "Company" or "Employer" when used herein refers to the construction Industry Contractors who are signatory to this Agreement. The term "employee" when used herein refers to the construction industry employees who are members of the Union, while covered by this Agreement. The term "work site" or "premises" includes all property, equipment and vehicles under the control of the Company. Should any dispute arise with respect to the application or implementation of this Policy, such disputes shall be filed in accordance with the grievance provisions contained within the Agreement.

II. 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 the Contractors and the Union to a workplace free from the effects of Illegal drug use; and
- I. To comply with any law or regulation requiring the implementation of alcohol or drug programs.

II. POLICY

A. GENERAL PROVISIONS

- 1.** The Contractor prohibits the use, possession, concealment, transportation, promotion, distribution or sale on its premises or work sites of alcohol and illicit drugs. Employees must not report to work, or be on work premises at any time, while impaired by alcohol or any drug (including prescription and non-prescription drugs, as well as designer and look-alike drugs).
- 2.** 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 licensed physician for the current use of the person in possession of the drug.
- 3.** Because some prescription and over-the-counter drugs can impair a worker's ability to perform safely, all employees are required to report to an authorized agent of the Company, the use of any prescription and over-the-counter drugs which can adversely effect work performance, or behavior, or both. Employees should request such information from their prescribing physician. Failure to provide such information to the authorized agent of the Company may be grounds for disciplinary action. The disclosure of the use of any physician prescribed, or over-the-counter, drugs which can adversely effect work behavior, job performance, or both, shall be kept confidential. In the event an employee is found in possession of a drug which has not been reported to the authorized agent of the Company, the Contractor retains the right to request a letter from the employee's physician explaining any effects the drug may have on the ability of the employee to perform assigned duties. Any such letter shall be provided only to an authorized agent of the Company and shall be kept confidential in accordance with the terms of this Policy.
- 4.** The Contractor reserves the right to conduct any alcohol or drug testing mandated by law, and to incorporate any changes to the law into the terms of this Policy without further need for re-drafting. In such case, the Company reserves the right to apply the amended government regulations immediately, and shall notify the employees and the Union of any changes to this Policy, as required by law.
- 5.** At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing, or distributing any illegal drug will be reported to the civil authorities.
- 6.** Employees working on a Federally funded project are required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to their superior within five days of such conviction.
- 7.** Where an Owner or Contracting agent requires alcohol or drug testing of Contractor employees other than is provided for in this Policy, the

Contractor may implement the required program for the project. In the event that a Contractor becomes obligated to comply with such a program, the Contractor shall notify the employees and the Union of this requirement.

8. Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test. The consent and release forms are attached to this Policy as Exhibit A and Exhibit B.
9. The parties recognize that drug testing may reveal information of a highly personal 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 the employee, the authorized agent of the Contractor, or upon written authorization from the employee, the authorized agent of the Union. Confirmed test results shall be reported as either "negative" or "positive", quantitative levels will not be disclosed unless otherwise required by law.

A. PRE-HIRE SCREENING

1. A pre-employment drug test may be administered to all applicants for employment. Prior to taking a pre-employment drug test, the applicant will be given instructions which will include an explanation of the collection procedures for each test and the consequences of a verified positive test result. Applicants for employment who test positive for drug use will not be considered for employment for a period of 3 months.
2. All offers by the Company to hire an employee are conditioned upon the applicant:
 - a. executing the Company's consent and release to be tested for drugs and alcohol forms;
 - b. taking and passing a drug test as directed by the Company;
 - c. complying with all DOT requirements applicable to the position;
 - d. complying with any other conditions or requirements of which the Company advises the applicant at the time of the offer.
3. Applicants will only be notified of the results of their tests if they present a written request to the Company for their results within 60 days of being notified by the Company of its hiring decision.

C. POST-HIRE SCREENING

1. Reasonable suspicion testing may be conducted on any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is under the influence of alcohol or any drug. Reasonable suspicion is a belief based on direct observations of the appearance or behavior of an employee, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is under the influence and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc. Such observations must be personally observed and documented by at least one Company official who has received training covering the physical, behavioral, speech, and performance indicators of probable drug or alcohol use. Whenever practical, the employee should be observed by more than one individual.
2. Post-accident testing may be conducted where an employee caused, or whose actions can not be discounted as having been a factor in causing, 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 fatality, an injury requiring medical treatment, or property damage. The employee may be suspended without pay pending results of such testing.
3. Where required by law, or agreed to by the Union, the Contractor shall have the right to establish a Company program for conducting random testing of their employees for drugs and alcohol based on neutral selection criteria, without this decision affecting any other Contractor. The terms and conditions of any such program shall be agreed upon by the Union and the Contractor prior to implementation, and will be provided to the existing employees at least 30 days before the initial implementation of the program. New hires will be informed of the program upon application.
4. Drug tests conducted under the terms of this Agreement require employees to provide a specimen of their urine. All drug testing shall be conducted by qualified persons, in the same manner as the testing procedures set forth in 49 CFR, part 40, including the use of a Medical Review Officer ("MRO") to verify all confirmed positive drug tests. In addition to alcohol, the substances that will be tested for are:
 - Marijuana
 - Cocaine
 - Opiates
 - Phencyclidine (PCP)
 - AmphetaminesLimits for each of the above listed substances will be at the "Cutoff Levels" established by the Department of Health and Human Services ("DHHS"), that are in effect on the date of the test.
5. Specimens will also be analyzed for such other substances as the DOT may from time-to-time direct, or as may otherwise be required by Federal or State law. In the event that the DOT expands the list of drugs for

which testing is or may be required, the Company reserves the right to begin testing immediately for those drugs, and shall notify the employees and the Union of any changes to this Policy.

6. All drug tests will be administered using the split sample methodology set forth in 49 CFR, part 40. In the event the primary specimen is verified as positive, the employee will be notified by the Company's MRO of the positive test and informed of, and given, the option to have the second bottle sent to a different laboratory certified by the National Institute on Drug Abuse ("NIDA") for analysis. To exercise this option, employees must advise the Company's MRO of their desire to have the second sample tested, within 72 hours of being told that the primary specimen was positive.
7. Testing for alcohol content will be done by a Screening Test Technician ("STT") or Breath Alcohol Technician ("BAT") using a saliva swab or Evidential Breath Testing ("EBT") device. A positive test result for alcohol will be reflected by a blood-alcohol concentration ("BAC") equal to or greater than 0.02.
8. In the event a test result is negative, the employee shall be immediately reinstated and paid any wages and benefits that would have been paid had the employee's work hours not been interrupted by the test. This is considered full reinstatement.
9. In the event of a confirmed positive BAC test of between 0.02 and 0.039, the tested employee will be suspended without pay until the next regularly scheduled work shift, but for no less than 24 hours.
10. In the event of a verified, confirmed positive test for drugs or a confirmed positive BAC test of 0.04 or greater, the tested employee will be suspended without pay and referred to a substance abuse professional ("SAP"). Strict adherence to the treatment program requirements specified by the SAP will, for a first violation, be considered grounds to avoid severe discipline or termination, provided the employee was not found to be responsible for, or a contributing factor in, an accident involving an injury, or damage to property; nor was involved in the theft of, or damage to, property of the Contractor or the Contractor's customer.
11. If an employee who tested positive for substance abuse enters and completes any required or recommended aftercare program, they will be eligible for reinstatement provided the employer has work available, and the employee has entered and successfully participates in any aftercare program recommended under the terms of this Policy.
12. All individual employee test results will be considered confidential, with the results of all individual drug and alcohol tests kept in a secure location with controlled access. The release of an employee's test results will

only be granted in accordance with that person's written authorization; or as otherwise required by law.

III. COUNSELING AND REHABILITATION

- A.** The WTEC and the Union shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers, and medical assistance centers.
- B.** If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment required under this Policy, 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 shall be made available to employees participating in such programs, by the Union.
- C.** If an employee, participating in the prescribed treatment program, does not comply with the recommendations, advice, or schedules established by the counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union.
- D.** All employees who feel that they have developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance. Requests for assistance will be handled in strict confidence by referral of the employee to a SAP.

IV. MISCELLANEOUS PROVISIONS

- A.** An appropriate notice to employees concerning the existence of this Policy and the treatment and counseling available, as well as the penalties described above, shall be communicated to employees covered by this Agreement by WTEC and the Union.
- B.** Neither the WTEC nor the Union shall be liable for any employee's activities, or conduct engaged in, pursuant to this Policy.
- C.** A contact list of agencies and individuals that an employee may contact with questions regarding this Policy is attached as Exhibit C.
- D.** The Contractor will bear the costs of all testing procedures except that the employee will pay the cost of any test requested by the employee and any follow-up testing required as part of any rehabilitation program, law, or by any Owner or Contracting agent's substance abuse program.

V. CONCLUSION

This 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 Policy will help insure a safe work place for all.

EXHIBIT A

SUBSTANCE ABUSE TESTING AND ASSISTANCE POLICY GENERAL CONSENT TO DRUG AND ALCOHOL TESTING

I hereby voluntarily consent to a saliva test or a breath test to determine my blood alcohol concentration ("BAC"), and further consent to give a sample of my urine for the purpose of urinalysis, pursuant to the provisions of the substance abuse testing and assistance policy ("Policy") which is a part of the Wisconsin Heavy and Highway Construction Agreement.

I acknowledge that I have been given notice of this Policy and that I understand its provisions, including my option to have the "split sample" of my urine tested at a NIDA certified laboratory of my choice, in accordance with the provisions of 49 CFR, part 40.

EMPLOYEE SIGNATURE

DATE

WITNESS SIGNATURE

DATE

EXHIBIT B

SUBSTANCE ABUSE TESTING AND ASSISTANCE POLICY PRE-TEST CONSENT TO URINALYSIS (TO BE RETAINED BY THE EMPLOYEE FOR MRO REFERENCE PURPOSES)

I hereby acknowledge that I have voluntarily consented to give a sample of my urine for the purpose of urinalysis, pursuant to the provisions of the substance abuse testing and assistance policy ("Policy") which is a part of the Wisconsin Heavy and Highway Construction Agreement.

I further acknowledge that I have been given notice of this Policy and that I understand its provisions, including my option to have the "split sample" of my urine tested at a NIDA certified laboratory of my choice, in accordance with the provisions of 49 CFR, part 40.

[Complete if applicable]. The following are prescription and over-the-counter drugs I have lawfully taken, and industrial chemicals that I have been exposed to, in the last 21 days:

- | | |
|----------|-----------|
| 1. _____ | 9. _____ |
| 2. _____ | 10. _____ |
| 3. _____ | 11. _____ |
| 4. _____ | 12. _____ |
| 5. _____ | 13. _____ |
| 6. _____ | 14. _____ |
| 7. _____ | 15. _____ |
| 8. _____ | 16. _____ |

EMPLOYEE SIGNATURE

DATE OF TEST

EXHIBIT C

SUBSTANCE ABUSE TESTING AND ASSISTANCE POLICY CONTACT LIST

FOR QUESTIONS REGARDING

CONTACT NAME AND PHONE NUMBER

Drug and Alcohol
Testing Requirements

USDOT, OFFICE OF MOTOR CARRIERS
Field office, Wisconsin Division
(608) 662-2010

WISDOT, OFFICE OF GENERAL COUNSEL
Carrie Cox - (608) 266-8810

WISDOT, DIVISION OF STATE PATROL
Superintendent Anthony Burrell
(844) 847-1234

Medical Review Officer

Drug and Alcohol Counseling
and Rehabilitation Services

Union Contact

OPERATIVE PLASTERERS' AND CEMENT
MASONS INTERNATIONAL ASSOCIATION
LOCAL UNION 599
Business Manager, 414-354-0599

AND/OR

BRICKLAYERS & ALLIED CRAFTWORKERS
DISTRICT COUNCIL OF WISCONSIN
Business Manager, 262-827-4080

WTEC Contact

WISCONSIN TRANSPORTATION
EMPLOYERS COUNCIL
Matt Grove, 608-256-6891

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