

2001-2006

HEAVY & HIGHWAY CONSTRUCTION AGREEMENT

BETWEEN THE

WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL

AND THE

BRICKLAYERS & ALLIED CRAFT WORKERS DISTRICT COUNCIL OF WI

AND/OR

THE OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION LOCAL UNIONS OF WISCONSIN

This Agreement made and entered into this 27th day of November, 2000 effective the first day of June 2001 by and between the Wisconsin Transportation Employers Council (hereinafter called the Employers), and the Bricklayers and Allied Craft workers District Council of Wisconsin and/or the Operative Plasterers and Cement Masons International Association, Local Unions 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 Bricklayers & Allied Craft workers District Council of Wisconsin and/or the Operative Plasterers' and Cement Masons' International Association, Local Unions of Wisconsin are here recognized as the sole and exclusive bargaining representative for all the employees doing the following work:

Section 1. All cement finishing on highways, bridges, tunnels, curbs and gutters, 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 through March 1990.

Section 2. All rodding, leveling, darbying, bullfloating, troweling and finishing of all concrete construction and paving, 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.

ARTICLE 2 **ASSIGNMENT**

The contractor hereby assigns all work to be performed in the categories described in Article 1 to employees in the bargaining unit covered by this agreement.

SCOPE

This agreement shall apply through out the State of Wisconsin as shown in Exhibit "A".

ARTICLE 3 **COVERAGE**

This agreement shall cover all highway and heavy construction work in the State of Wisconsin covered by Section 103.50 Wisconsin Statutes and airports exclusive of buildings.

ARTICLE 4 **ENTIRETY OF AGREEMENT**

This Agreement represents the entire written contract between the parties and it supercedes any previous agreements, supplements, riders or addenda whether written or verbal. Neither the Union, 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. It is agreed that this agreement will be submitted to the Department of Workforce Development with the request that the wage rates and fringe benefits as set forth herein be determined as the prevailing wage rate in accordance with subsection 103.50 of the Wisconsin Statutes for each of the years covered by this Agreement.

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.

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 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.

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.

ARTICLE 8

Authorized representatives of the Union shall have access to all projects; provided, however, that they report their presence to the contractor or to one of his representatives on the job site if necessary to check the workers during working hours.

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 one dollar (\$1.00) per hour above the regular scale of wages.

Section 4. The Union shall 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, assigning 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 this Union 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.

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 statues 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

If a worker is discharged, he must be paid within twenty-four (24) hours. Placing the worker's check in the mail within twenty-four (24) hours shall be in compliance with this provision. Upon written request of a laid-off or discharged employee, he shall be advised in writing the reason for termination of employment.

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 appointed by 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 or a staff member of the Wisconsin Employment Relations Commission. 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 also agreed 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. Eight (8) hours constitute a regular days work and forty (40) hours shall constitute a regular weeks work. Monday through Friday. All work performed on Saturday shall be paid at one and one-half (1 1/2) 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 are stated to be holidays: Christmas Day, Decoration 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 Employers must put cement masons to work at the time they are ordered to report, or pay them two (2) hours for reporting. If put to work, they shall be employed to the end of the normal work day, and if asked to wait, employers must pay for all such waiting time, unless caused by inclement or adverse weather conditions, breakdowns or other delays beyond the control of the employer.

Section 5. It is agreed that when time is lost during the week to the influence of weather, and the contractor has chosen to work four (4) ten (10) hour days, and such time lost may be made up on Friday.

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, as defined by the State Certified Prevailing Highway Wage Rates for the year June 1, 2001 through May 31, 2006. Wages and fringe benefits shall be as outlined in Schedule "A" of this Agreement.

Section 2. (1) WAGE AREA I

Effective June 1, 2001 - \$1.35 per hour increase in wages and benefits
Effective June 1, 2002 - \$1.40 per hour increase in wages and benefits
Effective June 1, 2003 - \$1.45 per hour increase in wages and benefits
Effective June 1, 2004 - \$1.55 per hour increase in wages and benefits
Effective June 1, 2005 - \$1.55 per hour increase in wages and benefits
Effective June 1, 2006 - \$1.00 per hour certification

(2) WAGE AREA II

Effective June 1, 2001 - \$1.80 per hour increase in wages and benefits
Effective June 1, 2002 - \$1.70 per hour increase in wages and benefits
Effective June 1, 2003 - \$1.70 per hour increase in wages and benefits
Effective June 1, 2004 - \$1.70 per hour increase in wages and benefits
Effective June 1, 2005 - \$1.50 per hour increase in wages and benefits
Effective June 1, 2006 - \$1.00 per hour certification

(3) WAGE AREA III and IV

Effective June 1, 2001 - \$1.50 per hour increase in wages and benefits
Effective June 1, 2002 - \$1.40 per hour increase in wages and benefits
Effective June 1, 2003 - \$1.40 per hour increase in wages and benefits
Effective June 1, 2004 - \$1.40 per hour increase in wages and benefits
Effective June 1, 2005 - \$1.35 per hour increase in wages and benefits
Effective June 1, 2006 - \$1.00 per hour certification

(4) The union may, at its option, allocate any wage increase to any and all fringes recognized in this contract, providing notice of that allocation is given in time to be included in the Annual Certification of Prevailing Wage Rates by the Department of Workforce Development.

ARTICLE 18
INDIVIDUAL JOB PREVAILING WAGE RATES
AND FRINGE BENEFIT CONTRIBUTIONS

Section 1. (a) Highway paving work performed by the employer for the State of Wisconsin and paving work performed by the employer for the various Local Governments in the State of Wisconsin is subject to prevailing wage rates and fringe benefit contributions which are specifically set forth in the contracts between the employer and the State and Local Governmental unit.

(b) Accordingly, the wage rates, health and welfare and pension fund contributions as set forth in all existing and future contracts between the employer and said State and/or Local Governmental units shall constitute the wage rates, health and welfare and pension fund contribution to be paid by the employer for work performed by its employees covered by the terms of this agreement. Said

contractual prevailing wage rates and fringe benefit payments shall govern the monetary provisions of Article 16 through 20.

(c) In the event the employer contracts to perform private paving work (work other than for the State of Wisconsin or a Local governmental unit) the wage rates and fringe benefit contributions prevailing at the time of execution of the contract for such private work in the municipality in which the work is to be performed shall be the wage rates and fringe benefit payments to be paid by the employer pursuant to the terms hereof.

ARTICLE 19 **APPRENTICES**

Section 1. The use of apprentices shall be encouraged

Section 2. All employers covered by this agreement, having been in the contracting business for two (2) years or more may employ apprentices under existing apprenticeship rules.

Section 3. 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 4. One apprentice will be allowed as long as there is one journeyman. A second apprentice will not be allowed until there are six journeymen. An additional apprentice will be allowed for each additional five journeymen. This ration will be based on the employers total cement mason work force and not on a per job basis.

Section 5. Cement Mason Apprentice wage rate to be a percentage of the current established journeyman rate as follows:

	<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%

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, 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. 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.

Section 7. The employer may make fringe benefit payments for health and welfare and pension or pensions contributions to the employee's home fund 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 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 Milwaukee OP #558, OP #845 (Racine/Kenosha), and OP #633 (Duluth-Superior), and they will supply proper forms to the contractors. The contractor may 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.

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) 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 not later than the 15th day of the following month to: Transportation Education Fund, P.O. Box 1349, Madison, Wisconsin 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 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.

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 pay the sum of one dollar (\$1.00) **or** three dollars (\$3.00) (to be determined by employees annually) per hour for each hour worked by all employees covered by this agreement to the Trustees of the Operative Plasterers' & Cement Masons Local #599 Area 204 Supplemental Retirement Fund. These payments shall be made not later than the fifteenth (15) day of each month following the month for which payment is being made.

ARTICLE 26
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, 2006, 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, or anniversary thereof, until either party gives written notice to the other of its termination.

Dated this _____ day of _____ 2001.

**The Wisconsin Transportation
Employers Council**

William Cape, Chairman
James Cape & Sons, Inc.

James Maples, Co-Chairman
Vinton Construction Company

Also representing:
Wm. Beaudoin & Sons Inc.
James Cape & Sons, Inc.
Kraemer Construction
Ed Kraemer & Sons Inc.
Lunda Construction Co
Ruzic Construction Co.
Lunda Construction Co.
Streu Construction Co.
Trierweiler Const. & Supply Co
Vinton Construction
Zenith Tech, Inc.

For the Union

Timothy Ihlenfeld, Chairman
B.A.C. District Council of WI

Ray Lavallee, Co-Chairman
OPCMIA Local 599(Area 204)

Tom Reiherzer
OPCMIA Local 599 (Area 845)

Denny White
OPCMIA Local 633

Terry Ullsperger
OPCMIA Local 599 (Area 558)

Jim Williams
OPCMIA Local 599 (Area 257)

Jeffrey Leckwee
BAC Local #4, #13, #21 & #34

Randy Weytens Sr.
BAC Local #3, #9, #11

ASSUMPTION OF AGREEMENT
STATE OF WISCONSIN
CEMENT MASONS
HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT

June 1, 2001 through May 31, 2006

I (we) hereby agree to be bound by the provisions of the 2001-2006 Collective Bargaining Agreement between the Wisconsin Transportation Employers Council and the Bricklayer's and Allied Craft workers District Council of Wisconsin and/or the Operative Plasterers' and Cement Masons' International Association Local Unions of Wisconsin.

Dated at _____, _____ 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

By _____
Name and Title

UNION RECOGNITION

The employer hereby recognizes and acknowledges that the Bricklayers & Allied Craft workers District Council of Wisconsin and/or the Operative Plasterers' and Cement Masons' International Association Local Unions 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 this Article for the purpose of collective bargaining as provided for in 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

By _____
Name and Title

SCHEDULE A
Wisconsin State Heavy & Highway Cement Mason and Finisher Rate

Area	Base	Local		I.U.	IMI				Total	
	Rate	H&W	Vac	Pension	Pension	Annuity	Dues	Other		Educ
<u>Increase Date</u>										
A	23.20	3.35	(3.50)	5.00		(.60)	.25A		31.80	1.35
6/1/01-5/31/02										
633	23.90	3.80	(4.10)	5.25		(.60)	.25A		33.20	1.40
6/1/02-5/31/03									34.65	1.45
6/1/03-5/31/04									36.20	1.55
6/1/04-5/31/05									37.75	1.55
6/1/05-5/31/06									38.75	1.00
6/1/06										
B	22.35	4.10		2.25	.80	(.76)	.10A	.30	29.90	1.80
6/1/01-5/31/02										
BAC	23.00	4.90		2.30	.95	(.80)	.15A	.30	31.60	1.70
6/1/02-5/31/03									33.30	1.70
6/1/03-5/31/04									35.00	1.70
6/1/04-5/31/05									36.50	1.50
6/1/05-5/31/06									37.50	1.00
6/1/06										
C	21.90	4.10		3.00	.70	(.65)	.20A		29.90	1.80
6/1/01-5/31/02										
257	22.30	4.90		3.50	.70	(.65)	.20A		31.60	1.70
6/1/02-5/31/03									33.30	1.70
6/1/03-5/31/04									35.00	1.70
6/1/04-5/31/05									36.50	1.50
/1/05-5/31/06									37.50	1.00
6/1/06										

D	23.20	4.35	(1.50)	3.30		(.65)	.10A	30.95	1.50
	6/1/01-5/31/02								
558	24.30	4.35	(1.50)	3.50		(.65)	.20A	32.35	1.40
	6/1/02-5/31/03								
	6/1/03-5/31/04								
	6/1/04-5/31/05								
	/1/05-5/31/06								
	6/1/06								
E	21.80	4.10		3.95	1.00	(.65)	.10A	30.95	1.50
	6/1/01-5/31/02								
204	23.40	4.90		3.95		(.65)	.10A	32.35	1.40
	6/1/02-5/31/03								
	6/1/03-5/31/04								
	6/1/04-5/31/05								
	/1/05-5/31/06								
	6/1/06								
F	21.15	4.10	(1.00)	2.50	3.10	(.65)	.10A	30.95	1.50
	6/1/01-5/31/02								
845	21.55	4.90		2.60	3.20	(.65)	.10A	32.35	1.40
	6/1/02-5/31/03								
	6/1/03-5/31/04								
	6/1/04-5/31/05								
	/1/05-5/31/06								
	6/1/06								

SCHEDULE B

Mail Pension To: For Members
of MN Cement Masons Fringe Benefit Funds OPCMIA
Local Union #633
c/o Zenith Administration
7645 Metro Blvd.
Minneapolis, Minnesota 55439-8060

Pension
Wisconsin Masons Pension Fund All BAC
Locals and P.O. Box 78013 OPCMIA Local
Union #599 Milwaukee, Wisconsin 53278-0013 Areas 257
and 204

Bricklayers I.U. Pension Fund All BAC
Locals and Department #237 OPCMIA
Local Union #599 Washington, D.C. 20055-0237 Area #257

Building Trades United Pension Fund OPCMIA
Local Union #599 P.O. Drawer 341 Area 558
Milwaukee, Wisconsin 53278

Racine Construction Industry Pension OPCMIA
Local Union #599 U.S. Bank Area 845
Lock Box Department #00670
Milwaukee, Wisconsin 53259-0670

Union Individual Account Retirement Fund OPCMIA
Local Union #599 Box 88800 Area 845
Milwaukee, Wisconsin 53288-0800

Mail Health & Welfare to: For Members
of Duluth Building Trades Welfare Fund OPCMIA
Local Union #633
314 West Superior Street, Rm. 750
Duluth, MN 55802

Wisconsin Masons Benefit Funds
Locals and
P.O. Box 8550
Local Union #599
Madison, Wisconsin 53708-8550
204, 845

All BAC

OPCMIA

Areas 257,

Construction Workers Health Fund
Local Union #599
Drawer 787
Milwaukee, Wisconsin 53278-0787

OPCMIA

Area 558

Mail Dues Check Off to:

For Members

of

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

All BAC

OPCMIA Local Union #599
Locals
2360 North 124 Street, Suite #200
Wauwatosa, Wisconsin 53226

All OPCMIA

Mail Education Funds to:

For Members

of:

BAC District Council of WI
Locals
P.O. Box 510617
New Berlin, WI 53151-0617

All BAC

OPCMIA Local Union #599
Locals
2360 North 124 Street, Suite #200
Wauwatosa, Wisconsin 53226

All OPCMIA

Mail Vacation Funds to

For Members

of

Cement Masons Vacation Fund
Local Union #599
Drawer 787
Milwaukee, Wisconsin 53278-0787

OPCMIA

Area 558

Minnesota Fringe Benefit Funds
Local Union #633
C/o Zenith Administration

OPCMIA

**7645 Metro Blvd.
Minneapolis, MN 55439**

**Johnson Bank
Local Union #599
P.O. Box 787
Kenosha, Wisconsin 53141-9918**

OPCMIA

Area 845