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2007 – 2012 BRICKLAYERS AND ALLIED CRAFTWORKERS AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day June, 2007 by and between the MASON CONTRACTORS ASSOCIATION OF MILWAUKEE, INC. (MCA), the ALLIED CONSTRUCTION EMPLOYERS ASSOCIATION, INC. (ACEA), ASSOCIATED GENERAL CONTRACTORS OF GREATER MILWAUKEE, INC. (AGC), and the INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 8, DISTRICT COUNCIL OF WISCONSIN, (BAC) of the Counties of Milwaukee, Ozaukee, Washington and Waukesha, State of Wisconsin.

WITNESSETH

That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed, and mutual benefits derived, agreed to and with each other as follows:

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, 2012 and from year to year thereafter, unless terminated by written notice given by either party to the other not less than ninety (90) days prior to the expiration date (May 31, 2012), or any anniversary thereof. Such notice shall be accepted by both parties as being in full compliance with the notice requirements of the Labor-Management Relations Act of 1947, as amended, and no further notice prior to strike or lockout shall be expected or required. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subjects of collective bargaining between them, it is expressly agreed that there shall be no reopening of this Agreement for any matter pertaining to rates of pay, wages, hours of work or other terms and conditions of employment, or otherwise, during the term of this Agreement.

Effective as of June 1, 2007, this Agreement supersedes and replaces the 2004 – 2007 Agreement heretofore entered into on June 1, 2004.

It shall be the duty of the parties to this Agreement to have periodic meetings during the term of this Labor Agreement to discuss mutual problems including weight and design of masonry units and all-weather construction.

ARTICLE I  
DEFINITIONS

Section 1.1. The MCA, the ACEA and the AGC will be referred to in this Agreement as the "Associations." Whenever the term "Employer" is used in this Agreement, it is intended to mean and shall refer to an individual employer or contractor represented in collective bargaining by any or all of the three associations just referred to or one who otherwise becomes party to the agreement

Section 1.2. The International Union of Bricklayers and Allied Craftworkers, Local No. 8, District Council of Wisconsin, will be referred to in this Agreement as the "(BAC)" or "Union" and its jurisdiction covers Milwaukee, Ozaukee, Washington and Waukesha Counties. The International Union of Bricklayers and Allied Craftworkers, AFL-CIO will be referred to in this Agreement as the "International Union."

ARTICLE II  
UNION SECURITY

Section 2.1 (a) Recognition Inasmuch as (1) the Union has requested recognition as the majority, Section 9(a), representative of the Employees in the bargaining unit described herein and (2) has submitted or offered to show proof of its majority support by those Employees, and (3) the Employer is satisfied that the Union represents a majority of the bargaining unit Employees, the Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union.

(b) Future Recognition The Employer agrees that if it has not previously done so, at any time during this agreement it will, upon the Union's request for recognition as the Section 9(a) representative of the Employees in the bargaining unit described herein, and upon the Union's submission of proof of majority support by such Employees, voluntarily recognize the Union as the exclusive representative, as defined in Section 9(a) of the National Labor Relations Act, of all employees within the bargaining unit on all present and future jobsites within jurisdiction of the Union. When the Union has requested recognition as majority representative, the Employer's recognition will be based on the Union's proof or offer to submit proof. The Employer expressly agrees that it will not condition its recognition upon the results of an election conducted under the rules and regulations of the National Labor Relations Board

Section 2.2. Union Security. No later than seven (7) days following the effective date of the Agreement, all present employees must, as a condition of continued employment, be or become members of the BAC; all employees hired after the effective date of this Agreement shall be or become and remain members of the BAC no later than seven (7) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon the request of the BAC result in termination of such employee, provided that the BAC has given the employee four (4) days notice that the employee's obligation to make payments has not been met and that the employee's delinquency renders the employee liable to termination under this section. The employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) if the employee has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members, or (b) if the employee has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 2.3. Visitation At Job Site. Authorized representatives of the BAC shall be allowed to visit jobs during working hours to interview the Employer, steward or employees at work, but the representative shall in no way hinder the progress of their work. Permission to interview the employees should be obtained from the Employer or his representative.

ARTICLE III  
OTHER AGREEMENTS

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

ARTICLE IV  
SUBCONTRACTING

Section 4.1 (a). The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation except where the contractor signifies and agrees in writing to be bound by the full terms of this Agreement.

(b) All charges of violation of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

Section 4.2. (a) The employer further agrees that he will give written notice to all subcontractors that such subcontractors are required to pay their employees the wages and fringe benefits provided for this agreement.

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

ARTICLE V  
HOURS OF WORK

Section 5.1. (a) Hours of Work. The workday shall consist of eight (8) consecutive hours between 6:00 A.M. and 5:00 P.M. as designated by the Employer, exclusive of a 30 minute lunch period to commence near the midpoint of the workday.

(b) Optional Four Tens. Upon mutual agreement between the Employer and Employee, the workweek may consist of a four (4) day, forty-hour (40) week, Monday through Friday, with ten (10) consecutive hours between 6:00 A.M. and 5:00 P.M., exclusive of a 30 minute lunch period to commence near the midpoint of the workday. Overtime rates shall be paid after ten (10) hours per day and forty (40) hours per week. Failure of an Employee to agree with the Employer with respect to starting and ending time shall not be cause for discharge.

(c) Make-Up Days. (Weather Related or Conditions Beyond the Control of the Employer). Ten (10) hour days may be implemented at the straight-time hourly wage rate provided there is mutual agreement between the Employer and Employee. Example: When Employees are unable to work because of weather or conditions beyond the control of the Employer, ten (10) hour days for the remainder of the workweek may be used whether an eight (8) or ten (10) hour workday was previously scheduled at the start of the workweek.

(d) Employees shall be given five (5) minutes before lunch period.

(e) There shall be a ten (10) minute coffee break at the site of the work, as near as possible to the middle of the first half of each shift only, to be scheduled by the Employer based on job conditions.

Section 5.2. Work Week. The work week shall be forty (40) hours worked during the period beginning Monday at 6:00 A.M. and ending Friday at 5:00 P.M. When more than one shift is worked, the work week shall start at 6:00 A.M. on Monday and end at 6:00 A.M. on Saturday.

Section 5.3. Overtime-Weekdays. All work performed in excess of eight (8) hours in one day, or in excess of forty (40) hours in any week, shall be paid at the rate of time and one-half (1 ½) the regular straight time hourly rate. Except as referred to in section 5.1 (b).

Section 5.4. Overtime-Weekends and Holidays. (a) Saturday Work. All work performed on the first shift (day shift) Saturday shall be paid at the rate of time and one-half (1 1/2). All work in excess of eight (8) hours on the first (day shift) and all work on the second and third shifts shall be paid at the rate of double time. For the purpose of enhancing work hours and schedules affected by inclement weather other provisions may be agreed to by a Field Staff Representative and employer.

(b) Holiday Work. (As designated by Federal Government Regulations) All work performed on Sunday, New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day shall be paid at double time. No work shall be performed on Independence Day or Labor Day without a permit from the Secretary-Treasurer of the BAC, which shall be given only to protect property and in which event double time must be paid for such work. For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday may be observed on the following Monday, and falling on a Saturday may be observed on the preceding Friday, without pay.

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

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

Section 5.5. Shift Operations. (a) Regular Shifts. Whenever a three (3) shift operation is used between 12:00 midnight Sunday and 8:00 A.M. Saturday, the first shift shall consist of eight (8) hours as designated in Section 5.1(a) above. The second shift shall consist of seven and one-half (7-1/2) hours of work, to be compensated with eight (8) hours pay. The third shift shall consist of seven (7) hours of work to be compensated eight (8) hours pay.

(b) Other Shifts. On all other shift operations between 12:00 midnight Sunday and 8:00 A.M. Saturday, regardless of whether the regular day shift is actually worked, the shift(s) shall consist of eight (8) or ten (10) hours' work at the straight-time hourly wage rate; however, shifts starting after 3:00 P.M. shall be compensated by an additional twenty-five (25) cents per hour. Shifts starting after 11:00 P.M. shall be compensated by an additional fifty (50) cents per hour. All work performed outside of the designated shift shall be paid for at overtime rates.

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

(d) The time of all shifts must be designated for each job. No broken shifts shall be allowed at shift rates.

(e) The Employer shall have the right to designate shift hours. The same Employee shall not work on more than one shift in a twenty-four (24) hour period (6:00 A.M. to 6:00 P.M.) unless the Union is unable to furnish Employees for additional shifts.

**ARTICLE VI**  
**WAGES**

Section 6.1 (a). Total Package Increases. This Agreement provides total package increases of one dollar and ninety-five cents (\$1.95) per hour effective June 4, 2007, one dollar and ninety-five cents (\$1.95) per hour effective June 2, 2008, one dollar and ninety-five cents (\$1.95) per hour effective June 1, 2009, one dollar and ninety-five cents (\$1.95) per hour effective June 7, 2010, one dollar and ninety-five cents (\$1.95) per hour effective June 6, 2011. The increase for 2007 results in hourly wage rates and fringe benefit contributions according to the following schedule:

Effective June 1, 2007 through June 1, 2008

<u>Classification</u>	Base	Health	Pension	IPF	Dues Checkoff	JAC/IMI CLMC/BIGS	IAP/ICE LMAF	Total
Brick/Marble	\$31.60	\$7.35	\$5.55	\$0.50	(\$1.31)	\$0.70	\$0.34	\$46.04
Foreman	\$34.76	\$7.35	\$5.55	\$0.50	(\$1.31)	\$0.70	\$0.34	\$49.20
Sub Foreman	\$33.18	\$7.35	\$5.55	\$0.50	(\$1.31)	\$0.70	\$0.34	\$47.62
Pointer, Cleaner & Caulker	\$30.37	\$7.35	\$5.55	\$0.50	(\$1.26)	\$0.15		\$43.92
PCC Foreman								
1-4 Crftwrks	\$31.12	\$7.35	\$5.55	\$0.50	(\$1.26)	\$0.15		\$44.67
5 or more	\$31.77	\$7.35	\$5.55	\$0.50	(\$1.26)	\$0.15		\$45.32

(b) Apprentice/Pre-apprentice/Support Person Wages.

Apprentice Wages for apprentices who have successfully completed the IMI or MATC pre-apprenticeship class.

<u>Length of Service*</u>	<u>%</u>	Eff. <u>6/01/07</u>	Eff. <u>6/02/08</u>	Eff. <u>6/01/09</u>	Eff. <u>6/07/2010</u>	Eff. <u>6/06/2011</u>
1st 6 months	60%	\$18.96				
2nd 6 months	60%	18.96				
3rd 6 months	65%	20.54				
4th 6 months	75%	23.70				
5th 6 months	85%	26.86				
6th 6 months	95%	30.02				

Apprentice Wages

Length of Service*	%	Eff. 6/01/07	Eff. 6/02/08	Eff. 6/01/09	Eff. 6/07/2010	Eff. 6/06/2011
1st 6 months	45%	\$14.22		TO BE DETERMINED		
2nd 6 months	55%	17.38				
3rd 6 months	65%	20.54				
4th 6 months	75%	23.70				
5th 6 months	85%	26.86				
6th 6 months	95%	30.02				

Pre-apprentice/Support Person Wages

Length of Service*	%	Eff. 6/01/07	Eff. 6/02/08	Eff. 6/01/09	Eff. 6/07/2010	Eff. 6/06/2011
1st 6 months	45%	\$14.22		TO BE DETERMINED		
2nd 6 months	55%	17.38				
3rd 6 months	60%	18.96				
4th 6 months	65%	20.54				
5th 6 months	70%	22.12				
6th 6 months	75%	23.7				

(c) Pointer Cleaner Caulker Trainee Schedule of Pay:

Effective 6-01-07

<u>Length of Service</u>	<u>Base</u>	<u>Pension</u>	<u>H &amp; W</u>	<u>JAC</u>	<u>Dues Checkoff</u>	<u>Total</u>
0 to 1000 hrs	\$13.95	\$0.00	\$7.35	\$0.15	(\$1.26)	\$21.45
1,000 to 2,000 hrs.	\$19.51	\$0.00	\$7.35	\$0.15	(\$1.26)	\$27.01
2,000 to 3,000 hrs.	\$25.06	\$0.00	\$7.35	\$0.15	(\$1.26)	\$32.56

Effective 6-2-2008, 6-1-2009, 6-7-2010 and 6-6-2011

\$1.95 TO BE ALLOCATED

\*The Dues Check-Off contribution is deducted from the Craftworker hourly wage rate. The Dues Check-Off is not an addition to the hourly wage rate.

\*\*The IAP/CA Fund includes:

\$0.01	ICE
\$0.17	IAP/CA
\$0.16	LMAF

(d) With respect to the increase of one dollar and ninety-five cents (\$1.95) per hour effective June 2, 2008, one dollar and ninety-five cents (\$1.95) per hour effective June 1, 2009, one dollar and ninety-five cents (\$1.95) per hour effective June 7, 2010, one dollar and ninety-five cents (\$1.95) per hour effective June 6, 2011, the Union has the option, subject to the 45 day provision of Section 15.6 of allocating portions of the increases to wages or existing funds.

ARTICLE VII  
FOREMAN

Section 7.1. The Foreman shall be selected by and be the representative of the Employer.

Section 7.2. All foremen employed by an Employer must be members of the International Union.

Section 7.3. (a) The foreman on all jobs must be a practical bricklayer, stone-mason, marble mason or pcc mason. All jobs of more than eight (8) hours' duration and requiring more than two (2) journeymen shall have a mason foreman.

(b) No foreman shall have charge of more than one (1) job at any one time except for residential work.

Section 7.4. It is understood that the foreman may stay at a building construction project of which he has charge, on Saturday, if the Employer so deems it advisable, but no foreman will be permitted to do on Saturday any work controlled by the International Union. Such work shall be construed as being work in which trowel and mortar would be used.

Section 7.5. An Employer can keep the foreman on the job at any time but not to do any mason work subject to Article V, Hours of Work.

Section 7.6 Foreman. The Foreman shall be paid a premium of ten (10%) percent over the Journeyman hourly base rate.

The Sub Foreman shall be paid a premium of five percent (5%) above the Journeyman hourly base rate.

Section 7.7. Swing Stage and Bosun's Chair Pay. (a) All Craftworkers shall be paid seventy-five (.75) cents per hour above hourly job rates of their respective job classifications for all swing stage and bosun's chair work.

(b) Swing Stage Definition. A "Swing Stage" shall be defined as a "platform not more than three (3) feet in width, of various lengths, hung in one stirrup at each end and supported by two cables or ropes attached to the stirrups, and the cables or ropes are attached to some supporting device at a higher elevation."

(c) Bosun's Chair Definition. A seat slung by a rope or cable, used to sit on while working aloft.

Section 7.8. Height Pay. On all free standing stacks or cupolas, there shall be an increase in wages of five (5) cents per foot for every foot over twenty (20) feet in height.

Section 7.9. Payment of Wages. (a) Wages for work and services rendered by an Employee shall be paid by check or if available and offered by Employer, by electronic transfer (at the employee's option) not later than the fifth workday following the last day of the Employer's established payroll period.

(b) Lay-off./Discharge When an Employee is laid off he/she shall be paid in full, by check or optionally by electronic transfer by the Employer's next regularly scheduled pay day.

Section 7.11. Reduction of Above Minimum Wages. Whenever an Employee is paid more than the minimum wage rate, no Employer shall make a reduction of wages of any craftworker without giving such employee an advance notice prior to beginning work at the reduced rate.

Section 7.12. Travel and Subsistence.

(a) Travel Pay. Travel which occurs during the Employee's designated shift shall be paid at the straight-time hourly wage rate and fringe benefit contributions shall be required for such time.

(b) Subsistence Allowance. When requested to stay away from home overnight, the employee shall be reimbursed for meals and lodging at reasonable rates, to be established before the work commences by the employer and Local Union on a "per job" basis.

(c) Traveling Contractor When the employer has work specified in Article XI within the State of Wisconsin covered by any agreement with another affiliate of the B.A.C., the employer agrees to abide by the full terms and conditions of the agreement in effect in the job site area. Employees covered by this agreement who are sent to projects outside of the area covered by this agreement shall be paid at least the established minimum wage scale specified in this agreement, but in no case less than the established minimum wage scale of the local agreement covering the territory in which such work is being performed plus all contributions specified in the job site local agreement. The employer shall in all other matters be governed by the provisions established in the job site local agreement. If employees are sent to work on a project in an area where there is no local agreement covering the work specified in Article XI of this agreement, the full terms and conditions of this agreement shall apply.

Section 7.13 (a) When the employer assigns key employees or is required to recruit employees from outside the area covered by this agreement to meet project manpower needs, the employer must list all employees on the International Union Pension Fund Remittance Form covering that area. The employer may pay all contributions to Health and Welfare, Pension or Pensions, Annuities and/or Vacation Plans into the home trust funds designated by such employees, so long as all other contributions called for by the job site local union agreement are paid in accordance with that agreement.

(b) For key or recruited employees the employer may make fringe benefit payments for health and welfare and pension or pensions contributions to the employee's home fund. Pension contributions may be separated or combined, depending on the employees 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.

ARTICLE VIII  
POINTING, CLEANING AND CAULKING

The following additional terms and conditions shall only apply with respect to work performed by employees engaged in Pointing, Cleaning and Caulking work.

Section 8.1. Hours of Work. Forty (40) hours shall constitute a week's work to be scheduled Monday through Saturday. Starting and quitting time are to be set by the Employer. Starting times mutually agreeable to both Employer and Employee.

Section 8.2. (a) General Wage. Effective June 4, 2007 the straight-time hourly wage rate for all journeypersons covered by this Agreement shall be \$30.37 per hour.

(b) Effective June 2, 2008 the straight-time hourly wage rate is to be determined later.

Effective June 1, 2009 the straight-time hourly wage rate is to be determined later.

Effective June 7, 2010 the straight-time hourly wage rate is to be determined later.

Effective June 6, 2011 the straight-time hourly wage rate is to be determined later.

(c) Foremen. Foremen shall be paid seventy-five (75) cents per hour over journeyperson rate when there are 1 to 4 employees on crew and foreman shall be paid one dollar and forty cents (\$1.40) per hour over journeyperson rate when there are 5 or more employees on crew.

(d) Craftworkers working on a swing stage or boson's chair on any building above ten stories shall be paid \$.75 per hour above the Journeyperson rate.

Section 8.3. Travel and Transportation. Any member working in Racine, Kenosha or Sheboygan Counties shall be compensated ten dollars (\$10.00) a day for use of his vehicle unless a company truck is used. (ex. One man driving his car with two passengers to and from job shall be compensated. Not the men that he has as passengers.)

Section 8.4. (a) Subsistence Allowance. When requested to stay away from home overnight, the employee shall be reimbursed for meals and lodging at reasonable rates, to be established before the work commences by the employer and Local Union on a "per job" basis

Section 8.5. Pointer, Cleaner and Caulker Trainee. So as to supply the need for men in the industry, there may be employed trainees under the following conditions:

(a) Term of Trainee. The term of a Trainee will be three (3) years with a minimum of 3,000 hours for the three (3) year period.

(b) Work Schedule. The Trainee will be trained in all phases of the trade. Trainees shall not be allowed to work alone on the job. The ratio of Trainees to Journeymen could be two (2) Trainees to one (1) Journeyman. More Trainees to be governed with permission of the Union.

(c) Employer Rights. The Employer shall have the right to hire Trainees back or hire new Trainees as they see fit.

Section 8.6. Reserved for Bricklayers, Masons Only --Employees of Pointer, Cleaner and Caulker specialty contractors shall not complete work done on new work by masons such as - whitening in of tile joints or other mason materials such as brick, stone or block.

Section 8.7. If there is any inconsistency between the terms and conditions set forth in this Article and those set forth in the balance of the Agreement, those specified in this Article shall prevail.

Section 8.8 Contributions to the IMI are not required and the Milwaukee JATC for Pointer, Cleaner and Caulker is \$0.15. Any future increase to the JATC and IMI will be incurred by Pointer, Cleaner, and Caulker and paid to the designated funds.

## ARTICLE IX REFRACTORY WORK

The following additional terms and conditions shall only apply with respect to work performed by employees engaged in Refractory Work.

Section 9.1. (a) Subsistence Allowance. When requested to stay away from home overnight, the employee shall be reimbursed for meals and lodging at reasonable rates, to be established before the work commences by the employer and Local Union on a "per job" basis.

(b) Travel Allowance. Each employee employed at a job site located outside the Free Zone shall receive the applicable IRS mileage reimbursement per mile each way for mileage calculated from Milwaukee City Hall to the job site plus prorated basic wage at one (1) hour each forty (40) miles each way for jobs located outside of the Free Zone. Payments to the various trust funds shall be made for all travel time hours or fractions thereof.

Section 9.2. Work Day.

(a) Eight (8) hours shall constitute a day's work to be scheduled between 8:00 A.M. and 4:30 P.M., Monday through Friday.

(b) Refractory Masons shall be allowed fifteen (15) minutes personal cleanup time before lunch and quitting time.

(c) Overtime. Employees represented by the Union shall be allowed to work overtime. All hours worked over eight (8) hours shall be compensated at double the straight-time hourly wage rate.

(d) Saturday, Sunday and Holiday Work. All work performed on Saturday, Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double the straight-time hourly rate. All such work must be reported to the Union.

(e) Shift Work. When second and third shifts are worked, double - time shall start at 12:01 A.M. Saturday and cease at the end of the shift on Monday.

Employees working the second and third shift shall be compensated at one and one-seventh (1- 1/7) hours' pay for each hour worked for the first seven (7) hours and double the straight-time hourly rate for each additional hour. All such work must be reported to the Union.

Section 9.3. In order to protect the safety of the refractory employees, the work crew shall consist of no less than two (2) people.

Section 9.4. If there is any inconsistency between the terms and conditions set forth in this Article and those set forth in the balance of the Agreement, those specified in this Article shall prevail. Terms and conditions not set forth in this Article shall be governed by terms and conditions set forth elsewhere in this Agreement.

## ARTICLE X APPRENTICES AND TRAINING

Section 10.1. All Employers covered by this Agreement shall have the privilege of employing apprentices.

Section 10.2. The use of apprentices shall be encouraged but there must not be any change in the present program during the term of this contract without the approval of the Joint Apprenticeship Committee.

Section 10.3. (a) Any Employers covered by this Agreement may employ and train apprentices. When an Employer's work force includes five (5) masons, an Employer shall employ and train a minimum of one (1) apprentice. When an Employer's work force includes twelve (12) masons an Employer shall employ and train a minimum of two (2) apprentices. As an Employer's workforce continues to increase past twelve masons, such Employer shall at a minimum employ and train one (1) additional apprentice for each seven (7) additional masons employed after 12 masons.

(b) Employers not hiring and training apprentices will be required to pay into the Milwaukee JATC two times the base contribution specified for each craftworker employed.

(c) At a maximum, each Employer shall be allowed to employ and train one (1) apprentice for the first two (2) journeypersons and one (1) additional apprentice for each three (3) additional journeypersons.

(d) The terms of these apprenticeships shall be three (3) years. Each Employer shall have full control over such apprentices while in their employ, but such control shall be in accordance with the terms and conditions established by the Milwaukee JATC and the State of Wisconsin Bureau of Apprenticeship Standards. Notice of employment of such apprentices, as well as any termination of such employment shall be given to the Milwaukee JATC.

Section 10.4. (a) Effective August 1, 1962, all apprentices shall be indentured to the Milwaukee Area JATC referred to in this Article as "Area Joint Committee" in a manner consistent with the applicable laws and the rules of the Department of Workforce Development of the State of Wisconsin.

(b) Should an Employer employing apprentices have no work for an apprentice, then such apprentice may be reassigned by the Area Joint Committee to any other Employer covered by this Agreement, until such time as the original Employer again has work available for such apprentice.

Section 10.5. (a) Pension. For each apprentice, pre-apprentice or trainee hired the amount specified in Section 6.1 (b) and (c), five dollars and fifty-five cents (\$5.55) local pension and fifty cents (\$0.50) IPF, will be paid only for hours actually worked on or after the first workday (i) after completion of one year from the first workday as an apprentice, or (ii) after completion of 750 hours whichever is the later, provided the apprentice is still an indentured apprentice at the end of such period.

(b) Health Fund Contribution in behalf of all apprentices shall be made in accordance with the provisions of Article XVI.

\* The apprentice will receive a pay increase after each 780 hours or six months, whichever is the later.

(d) Each such six (6) month period of employment shall consist of not less than seven hundred eighty (780) working hours.

(e) The Union and Employers agree that no person working pursuant to or applying for participation in the parties' JATC Program may be subjected to any form of discrimination due to his race, color, religion, sex or place of national origin.

Section 10.6 (a) Craftworker Training. To ensure that BAC Craftworkers continue to set the benchmark for quality and performance within this jurisdiction, the BAC, the Employee(s), and the individual Employers covered by the terms of this contract will take the steps necessary to provide continuous advanced skill and safety training for all Craftworkers. The advanced skill and safety training shall be in the form of Training Sessions or Meetings to be held at the Union Hall (or other acceptable meeting places). The BAC and the Employers shall determine appropriate topics (i.e. workmanship, new products, safety, etc.). During the term of this contract each Craftworker shall be expected to participate in a minimum of two (2) such training programs per year (at least one of which will cover safety topics). For each Training Program the Craftworker attends and successfully completes, they will receive a \$50 bonus from the Milwaukee JATC (provided that they are not reimbursed by their employer).

(b) Proof of Training The Union and the Employers will supply a list of all members who have successfully completed advanced skill and safety training classes. This list will be supplied to the Labor Management group for distribution to all contractors and to the BAC,

Section 10.7 (a) Pre-Apprentices The established pre-apprenticeship percentage of wages is calculated the same as the beginning rate of the apprentice with the same fringe benefit contributions and deductions.

(b) The ratio of pre-apprentices is one pre-apprentice for each indentured apprentice employed by the contractor;

(c) A pre-apprentice will not displace a journeyman or indentured apprentice;

(d) A pre-apprentice can be placed in any of the percentage tiers of the pay schedule based on his or her experience;

(e) The pre-apprentice may enter the apprenticeship program at any time and will not receive a reduction in pay or benefits on doing so.

(f) If a pre-apprentice does not enter the apprenticeship program, he or she will be frozen at 75% and be referred to as a support person.

(g) A pre-apprentice shall work under the supervision of a journeyman and would perform activities such as washing, sawing, attaching anchors, installing flashing and insulation, and any other non-trowel activities that have been normally performed by an apprentice or journeyman. This does not include things like spreading mud, striking or finishing of joints, patching and tuckpointing.

(h) The pre apprentice will be registered with the JATC. Pre-qualified applicants for the apprenticeship program shall be given first consideration in employment as pre-apprentices.

## ARTICLE XI WHAT CONSTITUTES MASONRY

Section 11.1. Brick Masonry. Bricklaying masonry shall consist of the laying of bricks made from any material, in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits, including the installation of substitutes for bricks such as: all carbon materials, Karbate, Impervite, radiation block or mixtures. All acid-chidrine resistant materials. All terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the IUBAC Constitution, Rules of Order and Codes - Code 1. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, blockarching, terra cotta cutting and setting, the laying and cutting of all tile, plaster, mineral-wool, cork blocks and glass masonry or any substitute for above materials, the laying of all pipe, sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the removal, preparation and erection of plastic, castables or any refractory materials is bricklayers' work.

Cleaning, grouting, pointing, insulating and other work necessary to achieve and complete the work under the foregoing category shall be the work of the Craftworkers. All waterproofing and black mastic waterproofing, air and vapor barriers, silicone and/or substitutes sandwiched between masonry units in the interior of the wall be recognized as masons' work.

All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation. All quarry tile over 9" x 9" x 1 1/4" in size. Split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, insulating and pointing of the above materials shall be the work of the craft installing same.

All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures.

All clay products known as terra cotta tile, unit tile, ceramic veneer and machine made terra cotta and like materials in sizes larger than 6" x 12", regardless of the method of installation.

Where the preponderance of material to be installed is the above sizes, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials.

Brick paving comes under Bricklayers' trade classification.

Section 11.2. Stonemasonry shall consist of laying all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and customarily called "stone" in the trade).

Cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten (10) inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints, insulating and pointing of stone work.

This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done and the same shall be considered stonemasonry.

Stonemasons shall have the right to use all tools which they consider necessary to achieve and complete the work under the foregoing category.

Section 11.3. Artificial Masonry. The cutting, setting, insulating and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by members of the BAC, for which the highest rate of wages shall be demanded. Insulation of masonry will be referred to as any insulating material fastened or attached to, or poured into or any method of application in conjunction with a masonry system shall be deemed to be controlled by members of the BAC.

(a) All artificial masonry, the cutting, setting, insulating and pointing of all concrete prefabricated slabs, regardless of size, shall be the work of members of the BAC for which the regular wage scale in the jurisdiction where the work is performed shall be paid.

Section 11.4. Pointing, Caulking and Cleaning. (a) This branch of trade shall entitle the holder of a card of membership so marked to all rights and privileges anywhere in the jurisdiction of the BAC, providing his membership is in good standing. Pointing, caulking and cleaning shall consist of the pointing, caulking and cleaning of all types of masonry, caulking of all window frames incased in masonry on brick, stone or cement structures, including all grinding and cutting out on such work and all sandblasting, steam cleaning and gunite work.

The pointing, cleaning, insulating and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sandblasting and gunite work on same.

(b) This is not to be construed as denying the right of the brick or stone masons to apply themselves at this branch of trade.

(c) The provisions of Article VIII which is made a part hereof will be applicable only to specialty contractors engaged in pointing, cleaning and caulking and not engaged in other work covered by this Agreement.

## ARTICLE XII

## SETTLEMENT OF JURISDICTIONAL DISPUTES

### Section 12.1. Work Assignment and Jurisdictional Disputes.

(a) Settlement of Disputes. All jurisdictional disputes, and all disputes relating to work assignments under Article XI, shall be settled in accordance with the Plan, provisions and procedures established by the International Masonry Institute (IMI) Dispute Resolution Board.

(b) No Stoppage of Work. In the event of a jurisdictional dispute, or of a dispute relating to work assignments in accordance with Article XI, there shall be no stoppage of work while such jurisdictional dispute or work assignment dispute is pending, and the craft doing the work shall continue until such jurisdictional dispute or work assignment dispute is settled.

## ARTICLE XIII

### GENERAL AND MISCELLANEOUS PROVISIONS

Section 13.1. There shall be no limitation as to the amount of work a man shall perform during his working day.

Section 13.2. There shall be no restriction of the use of machinery or tools.

Section 13.3. There shall be no restriction of the use of any raw or manufactured material, except prison made.

Section 13.4. All Craftworkers are at liberty to work for whomsoever they see fit, and all Employers are at liberty to employ and discharge, for cause, whomsoever they see fit. However, the BAC and Employer agree that no Employees shall be penalized, disciplined, or in any way disadvantaged because of race, religion, sex or place of national origin.

Section 13.5. The BAC will furnish to the ACEA a current list of all Employers and Contractors who are not members of and represented by the Associations, but who have separately entered into a currently valid written labor agreement with the BAC. The Associations will furnish to the BAC a current list of its members. This list to be so furnished by the Association and by the BAC, respectively, will be periodically brought up to date upon demand of either party. The BAC shall be permitted to verify said list of Association members by inspection of the applicable membership applications or bargaining authorizations.

Section 13.6. Any contractor engaged in any construction work within the geographical area covered by this Agreement, shall, when hiring Employees covered by the Agreement, hire such Employees from among residents of such geographical area, unless no qualified local workers are available. The requirements of this Section shall not apply to a foreman and a layout man.

Section 13.7. (a) Sanitary and safety conditions shall be maintained according to Wisconsin and Federal Laws, and if violation should exist, the instrument of Arbitration would be invoked immediately.

(b) The Contractor shall provide adequate lighting in all work areas.

(c) In the event that safety equipment of any kind is required by law, regulation, or Employer directive, it shall be provided at the expense of the Employer. The Union shall not be

responsible for any violation of safety statutes or regulations. All safety 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 for 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.

Section 13.8. (a) A Craftworker when told to come to work by an Employer and who is not put to work shall be entitled to two (2) hours' pay unless weather conditions beyond the control of the Employer prevent the men from working. The same two (2) hours' pay shall be paid to any Craftworker sent by the Union, upon Employer's request, provided the Craftworker is qualified to perform the work.

(b) An Employee shall lose no time when being sent from one job to another during working hours.

(c) The Employer or his representative shall make a job decision to work or not to work no later than 10:00 A.M. of any work day. No Employee shall be penalized for leaving the job.

Section 13.9. (a) There shall be a steward on each job whose duty it shall be to see that all men employed have their current working dues book and sign the Steward list before starting work. The steward shall carry a copy of the working rules and report any violation of the Agreement or Working Rules to the proper credentialed Offices of the BAC. In the event of a job accident, the steward shall be permitted to telephone the office of the BAC. The steward shall not be discriminated against for performing his duty as outlined in the Agreement. No steward shall be laid off or discharged without twenty-four (24) hours' prior notice to the steward and the Union.

(b) Failure on the part of the Employer to comply with Section 13,9 (a) above, shall cause said Employer to pay steward an additional eight (8) hours' wages.

(c) No traveling Craftworker shall start work on the job with the tools or laying of any units placed on this job until the traveling bricklayer first reports to the Union and a local steward is placed on the job.

Section 13.10. The steward may advise the foreman in reference to any safety, sanitary or contract violations. However, in the event of a dispute, he shall refer the problem to the BAC for adjustment.

Section 13.11. Any Employee injured on the job shall be paid for the balance of the shift upon presentation of a doctor's statement certifying the employee was unable to return to work. There shall be no lost time on day or days during the term of his employment when a Craftworker injured on the job is required by the attending doctor to return for special treatment available only during working hours for an injury received on the Employer's job.

Section 13.12. Cutting Machines. Where dry cutting machines are used to cut terra cotta, brick, tile, cement or cinder blocks and all other masonry material, the Employers shall furnish a regulation mask to cover the operator's nose and mouth, and also to furnish safety goggles; and where wet cutting machines are used, the Employer shall furnish, in addition to the above-mentioned safety articles, a pair of rubber gloves, rubber apron and an elevated platform; and all dry cutting machines used by Craftworkers are to be furnished with some mechanical or electrical suction device to draw and keep away the dust at all

times from the Craftworker that operate machines; except that, where portable saws, grinders, or sanders are used in the cutting or dressing of masonry materials to be placed in the wall, this work shall be done in an open and/or ventilated area. Portable saws shall be used only when necessary.

Section 13.13. The extra hours for which wages are paid under Section 13.8 and Section 13.9 of this Article shall be considered hours actually worked for the purpose of computing contributions to be paid to Masons No. 8 Health Fund, the Building Trades United Pension Trust Fund, the IAP/CA, IMI, Milwaukee JATC Fund, and including the Wisconsin 401(k).

Section 13.14 Cell Phone The personal use of company or personal cell phones shall be prohibited during working hours. Personal cell phones may be used for personal calls only during lunch and coffee breaks.

Section 13.15 Code of Conduct The BAC Code of Conduct will be considered part of this agreement as if bound within. Members, Contractors and Local Officers will be responsible for compliance with the terms of the code as it applies to them.

#### ARTICLE XIV SPECIAL WORK RULES

Section 14.1. There shall be no time lost, by anyone covered under this Agreement, for building and/or for loading scaffolding during working hours. Scaffold shall be inspected by the mason foreman or competent person prior to the bricklayers' use. In the event of protest with reference to the safety of any scaffold, it shall be reported by the steward to the Field Staff Representative.

Section 14.2. (a) In the erection and construction of a building, there shall be no greater distance than five (5) feet in height between all scaffolding work, except where there is an eleven (11) foot story, when said story shall be finished from one scaffold, but under no circumstances shall any story of greater height be finished on scaffold except in case of actual necessity.

(b) The platform upon which the Craftworker must stand to work shall not be built above the wall, but six (6) inches below the top of the wall.

(c) A "hopping board" shall only be used in cases of absolute necessity, and shall be supported by a single unit with overall height not exceeding fourteen and one-half (14 1/2) inches (with plank) and not less than nineteen (19) inches in width.

(d) All mortar boards shall be raised to a minimum of sixteen (16) inches above the working platform.

(e) Any ten (10) inch or twelve (12) inch block unit set by hand to a height in excess of forty-eight (48) inches above the working platform shall be set by two (2) bricklayers.

Section 14.3. Shanty. On all jobs of a duration of ten (10) days or more, a suitable shanty or lunch room shall be provided for the Employees and for no other purpose. It shall be located in a building, within three (3) floors of where the majority of the Craftworkers are working. The shanty shall be properly cleaned and heated, and light provided at all times.

#### ARTICLE XV

ENFORCEMENT OF PAYMENTS TO FRINGE BENEFIT FUNDS

Section 15.1. A "Fringe Benefit Fund," as that term is used in this Article, is any trust fund to which the Employer is obligated to make contributions, under this Agreement, specifically the Building Trades United Pension Trust Fund (BTUPTF), International Pension Fund (IPF), and the Masons No. 8 Health Fund and, further, the Apprenticeship and Training Fund, Industry Advancement Program/Contract Administration (IAP/CA), International Masonry Institute Fund (IMI), International Council of Employers (ICE) and Local Masonry Advancement Fund (LMAF). The term "Trustees," as used in this Article, shall also have reference to the ACEA with respect to the IAP/CA Fund.

Section 15.2. The Employer's obligation under this Agreement to make payments and contributions to Fringe Benefits Funds for all Employees covered by this Agreement applies to all Employees regardless of membership or non-membership in the Union.

Section 15.3. All payments to the Fringe Benefit Funds for Employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.

Section 15.4. The Employer shall promptly furnish to the Trustees of any Fringe Benefit Fund or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Fringe Benefit Fund. The Trustees or their authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of the Fringe Benefit Fund.

Section 15.5. The Trustees of any Fringe Benefit Fund may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 15.6. Subject to approval of various Fund Trustees, the Union at its discretion may upon 45 days notification add or delete from any contribution rate to such funds. The difference shall be subtracted from or added to the base rate of pay.

Article 15.7 Bonding

All new Bricklayer employers will be required, upon signing a collective bargaining agreement, to post, on a form approved by them, with the Employer Accounts Committee of the Building Trades United Pension Trust Fund a bond to guarantee payment of all wages and funds. Bonds shall be in the amounts of:

1 to 5 covered employees	\$20,000
6 to 20 covered employees	\$65,000
Over 20 covered employees	\$100,000

If the employer becomes delinquent for two months of contributions, the Employer Account Committee shall call the bond, based on a written application from any of the participating funds, and divide the proceeds of the bond among all Bricklayer funds the employer is obligated to pay according to the

prorated extent of each fund's claims. The bond will remain in force until the employer has a record of one year of complete and timely contributions.

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

The Pension Fund will notify the Company and Union of any failures to comply with these requirements.

Employers who do not provide required bonds will have their employees removed until such time as they are in compliance with the bonding requirements.

## ARTICLE XVI HEALTH FUND

Section 16.1. (a) Each Employer covered by this Agreement shall pay monthly to the Masons No. 8 Health Fund the sum of seven dollars and thirty-five (\$7.35) cents per hour effective June 1, 2007 through June 1, 2008 for each hour worked by and for each Employee covered by this Agreement.

(b) If the Trustees determine that as of June 2, 2008 and/or June 1, 2009 and/or June 7, 2010 and/or June 6, 2011 that an additional amount is needed to maintain the level of benefits existing at those times, the additional amount(s) needed to maintain such existing level of benefits will be diverted from the wage increase due on June 2, 2008 and/or June 1, 2009 and/or June 7, 2010 and/or June 6, 2011 and will be paid as an increased Health Fund contribution. Upon the Trustees' notification to the BAC of the additional amount(s) needed to maintain the level of benefits existing at those times, the BAC shall notify the Association and the Employer, and the Employer agrees it will make the corresponding adjustment(s) in the hourly wage rates and contributions.

(c) All of the hourly contributions paid by Employers to the Trustees of the Masons No. 8 Health Fund pursuant to this Article shall become part of the trust fund of such Health Fund and shall be used for health and welfare benefits, administrative costs and as may otherwise be prescribed in the Trust Agreement governing such Fund, except for two (2) cents per hour. The said amount of two (2) cents per hour shall not become part of the trust fund of such Fund, but shall be received, held and used by such Trustees as the Employers' agents solely for the purposes of (i) paying the Employers' portions of FICA taxes which may be payable on sick pay pursuant to Section 3(b)(1) of P.L. 97-1123, (ii) paying, on behalf of Employers, FUTA taxes and possibly-required State Unemployment taxes on such sick pay and of (iii) paying possible reasonable compensation to the Trustees for acting as such paying agents.

Section 16.2. (a) In the event the BAC, and the Associations jointly determine that any part of the two (2) cents held or to be held by the Trustees as the Employers' agents for the purposes stated in Section 16.1 (c) of this subsection is not required, they may jointly agree and direct to suspend for a specified period the setting aside of such two (2) cents per hour as provided in paragraph (1) of this subsection, in which event such two (2) cents per hour will be paid into the Health Fund until such time as they again jointly determine to resume the setting aside of such two (2) cents per hour for disbursement, as the Employers' agents, as provided in paragraph (1) of this subsection.

(b) The Associations and the BAC, and all Employers covered by this Agreement, agree to be bound by all of the terms of the Masons No. 8 Health Fund Trust Agreement and by all the actions

of the Trustees administering such Fund in accordance with the Trust Agreement, Plan and rules of the Trustees, provided that such Trust Agreement, Plan and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under said Trust Agreement by the (ACEA) and the BAC respectively, and all such succeeding Trustees as will be appointed in accordance with the Trust Agreement. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

(c) It is agreed that all matters pertaining to the Health Fund Trust Document, but not affecting this Labor Agreement, be referred to the Trustees of this Fund for adjustment or settlement during the life of this Agreement.

Section 16.3. (a) Payments to the Health Fund are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have advised the delinquent Employer, in writing, of said delinquency, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

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

Section 16.4. National Health Program. The parties agree that in the event the United States Government establishes a national health insurance program to which the Employer is required to contribute and which duplicates coverage of the present health program established under this Agreement, the parties will meet to discuss the provisions of the Federal law and the effect of the law upon the Health Fund benefits and contributions in effect at that time. Coverage mandated by the National Program shall not be duplicated by the Mason' No. 8 Health Fund and any duplicative programs shall be eliminated. To the extent that contributions to the Health Fund exceed amounts needed to provide benefits, the excess money shall be added to the Fund reserves until this Agreement expires.

## ARTICLE XVII PENSION PLANS

Section 17.1. (a) Each Employer covered by this Agreement shall pay, monthly, to the Building Trades United Pension Trust Fund - Milwaukee and Vicinity, the sum of five dollars and fifty-five cents (\$5.55)

per hour effective June 1, 2007 through June 1, 2008 for all hours actually worked by each Employee, except as provided in subsection (b). Each employer shall also pay the amount fifty cents (\$0.50) per hour effective June 1, 2007 through June 1, 2008 into the International Union Pension Fund for all hours actually worked by each Employee, except as provided in subsection (b).

(b) During the life of this Agreement, each Employer shall pay to the Pension Fund for each Craftworker the amount specified in Section 17.1(a) for all hours worked. Commencement of payment to the Pension Fund of the hourly contributions described in Section 1 for newly hired apprentices, pre-apprentices, improvers or support person covered by this Agreement may be deferred, but shall commence not later than (i) upon the completion of one year or (ii) after completion of 750 hours worked, whichever is later, such periods to be calculated beginning with the following occurrences:

- (1) From the first day of bargaining unit work performed for a participating Employer or a combination of such Employers; or
- (2) From the first day of non-bargaining unit work performed for a participating Employer where such Employee thereafter performed bargaining unit work for the same Employer; or
- (3) Where such Employee performed non-bargaining unit work for a participating Employer and thereafter performed bargaining unit work for a different participating Employer then beginning with the first day of bargaining unit work so performed.

Once an employee has become a Participant of the Fund, no Employer may defer payment of contributions for that employee.

Section 17.2. The Trust Agreement dated June 1, 1959, which establishes said Building Trades United Pension Trust Fund as it may be amended from time to time, shall govern the establishment, administration and operation of said Pension Trust Fund and of the Pension Plan, provided, however, that the said Trust Agreement and said Plan contain provisions requiring uniform formula of benefits and a single joint Employer-Union Board of Trustees. The Employees covered by this Agreement are to receive such benefits as they may be entitled to under said Trust Agreement and Pension Plan.

Section 17.3. The Employer agrees to abide by the terms and conditions of the above-mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Agreement; and accepts the Employer Trustees appointed by the ACEA as provided in said Trust Agreement as his representatives to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the ACEA. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

Section 17.4. (a) Payments to the Pension Funds are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have advised the delinquent Employer, in writing, of said delinquency, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employers shall be required to

pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

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

Section 17.5. Wisconsin Masons 401(k) Plan 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, have 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 17.6 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 17.7 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 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 17.8 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 XVIII APPRENTICESHIP AND TRAINING FUND

Section 18.1. There has been created the Milwaukee JATC. Payments received by the Fund pursuant to this Article and to Article V shall be used by the Trustees for the purpose of training craftworkers in the BAC and such other purposes as provided for in the Fund Trust Agreement.

Section 18.2. The ACEA shall be the exclusive representative of the Employers and shall have equal representation of fifty (50) percent with the Union in the administration of this Fund.

Section 18.3. The Employer agrees to abide by the terms and conditions of the above-mentioned Trust Agreement, and the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the ACEA as provided in said Trust Agreement as his representative to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the ACEA. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

ARTICLE IXX  
APPRENTICESHIP AND TRAINING FUND, MASONRY PROMOTION, LMAF, AND  
INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION

Section 19.1. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund for each Employee covered by or subject to this Agreement, the sum of one dollar and four (\$1.04) cents per hour for all hours worked by each Employee. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. Payments are to be sent to the IAP/CA, P.O. Box 507, Brookfield, WI 53008-0507. The Employer contributions required to be paid under this Section shall not be referred to, or be considered, as wage or fringe benefit payments.

Section 19.2. (a) Except to the extent otherwise provided in Section 8.8, the payments received by the IAP/CA Fund pursuant to Section 19.1 of this Article shall be used as provided in subsection 19.3 of this Section.

(b) The IAP/CA Fund assets may be utilized for the purposes and uses contemplated by the IAP Agreement and may also be used for activities pertaining to the administration of labor agreements which require contributions to the IAP/CA Fund and related operations.

Section 19.3. Out of the hourly contributions received by the IAP/CA Fund from Employers pursuant to Section 19.1 of this Article, the IAP/CA Fund is required to pay, and will remit to the Funds hereinafter named, the hourly amount indicated below:

Name of Fund	
IMI	\$0.40
Milwaukee JATC	\$0.30 (\$0.60 for contractors not employing the required number of apprentices)
ICE	\$0.01
IAP/CA	\$0.17 including the Unions and Managements share of CLMC and BIG STEP
LMAF (Local Masonry Advancement Fund)	\$0.16 (Equal to .35% of the total package to the nearest whole cent)

Section 19.4. An Employer not represented by the Associations may elect by written notification to the Union, to the IAP/CA Fund and to the JATC, not to contribute to the IAP/CA Fund and/or LMAF and/or to ICE. If he makes such election he is required to pay, and will remit to the Funds hereinafter named, the hourly amounts indicated below:

Name of Fund	
IMI	\$0.40
Milwaukee JATC	\$0.58 (plus the current contribution rate for contractors not employing the required number of apprentices)
CLMC/BIG STEP	\$0.06

Section 19.5. (a) Payments shall be remitted to said Trust and said Apprenticeship and Training Fund by the IAP/CA Fund, monthly, within thirty (30) days after receipt by the IAP/CA Fund of such Employer contributions.

(b) In the event it becomes necessary to institute collection proceedings against any Employer delinquent in payments to the IAP/CA Fund required by Section 1 of this Article, the Trust will assume, pro rata, the legal and other costs of collection, to the extent that the same are not covered by liquidated damages collected pursuant to Section 6 of this Article.

(c) The Employers covered by this Agreement agree to be bound by the terms of the Agreement and Declaration of Trust of the International Masonry Institute Promotion Trust to the extent not inconsistent with this labor agreement. Said Employers do further consent to the appointment of, and accept, the Trustees of said Promotion Trust heretofore and hereafter designated and appointed in accordance with said Agreement and Declaration of Trust.

Section 19.6. In the event an Employer becomes delinquent in his payments to the IAP/CA Fund, and after the Allied Construction Employers Association (ACEA) has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed by the Board of Directors, as liquidated damages, 20% of such delinquent payments and further, such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half (1 1/2) percent per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the ACEA refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

Section 19.7. If the Employees are removed from the job by the Union to enforce payments or liquidated damages assessments, the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

ARTICLE XX  
UNEMPLOYMENT AND WORKER'S COMPENSATION

Section 20.1. Every Employer who is subject to this Agreement, regardless of the number of persons employed by such Employer, shall obtain coverage under the Workers' and Unemployment Compensation Acts of the State of Wisconsin. Certificates evidencing current coverage under such Acts shall be filed with the Union. The Union, in its representative capacity, or any Employee, denied Workers' or Unemployment Compensation benefits as a result of an Employer's failure to obtain and maintain in force and effect Workers' or Unemployment Compensation coverage, shall have the right to maintain an action for damages against such Employer. The cost of collection, including a reasonable attorney's fee, shall be recoverable as damages, in addition to the actual damages resulting from the violation of this section. The remedies provided in this section shall be in addition to any other remedies provided elsewhere in this Agreement or under applicable State and Federal laws. Nothing in this section shall be construed to make the Associations liable for the failure of any Employer represented by it, or of any other Employer covered by this Agreement, to comply with this section and none of the rights and privileges granted by this section to the Union, or to any Employee, shall be enforceable against the Associations.

Section 20.2. The Employer agrees that no Employee will be discharged or disciplined in any respect for having filed a claim for compensation for an on- the-job injury. An Employee who loses time because of an injury incurred on the job site or in the course of employment will be reinstated replacing any Employee hired subsequent to the injury, provided the injured Employee has not been incapacitated by the injury to such an extent that he is no longer qualified for the work.

ARTICLE XXI  
CHECK-OFF OF WORKING DUES

Section 21.1. The Employer agrees it will deduct from the wages of each Employee covered by this Agreement from whom the Union receives (and maintains on file) a written authorization in the proper legal form the hourly working dues in such amount as the Union from time to time specifies. The hourly working dues so deducted shall be remitted monthly by the Employer to BAC such remittance to be made not later than during the month following the month during which the deductions were made. The Union shall notify the employers of the names of any Union Members who have not signed the authorizations and on whom no money should be withheld.

Section 21.2. If in the administration of the written authorizations in accordance with this Article the Employer, the ACEA, or their agents do any act or fail to perform any act, either at the request of the Union or with its consent, and, by reason of such conduct, the Employer, the ACEA, or their agents are subjected to any claims, suits or demands, the BAC agrees to defend, indemnify and hold harmless the Employer, the ACEA, or their agents of and from any such claims, suits or demands.

ARTICLE XXII  
PROTECTION OF RIGHTS-PICKET LINES

It shall not be a violation of this Agreement, and it shall not be cause for disciplinary action in the event an Employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Employer's places of business.

ARTICLE XXIII  
NO STRIKE OR LOCKOUT

It is understood and mutually agreed that there shall be no strikes or lockouts over a dispute concerning this Agreement during its term until the grievance procedures described in Article XXIV have been exhausted and then only in the event a party fails or refuses to abide by a final decision. This Article shall not apply in those cases where an Employer fails or refuses to make in whole or in part any payments required under this Agreement including all wages, local union fringe benefits or other contributions that have been established through bona fide collective bargaining.

ARTICLE XXIV  
SETTLEMENT OF DISPUTES

Section 24.1. Joint Grievance Board. There is created a Joint Grievance Board for the purpose of settling and adjusting grievances, controversies, and disputes, under or involving the provisions of this Agreement, in accordance with the terms of this Article. Such Joint Grievance Board shall consist of three (3) members to be appointed by the ACEA, and of three (3) members to be appointed by the Union. The Joint Grievance Board shall meet periodically to discuss grievances.

Section 24.2. Settlement of Disputes. Should any disputes, controversies or grievances, under or involving the provisions of this Agreement arise between the parties to such Agreement, or between an Employer and the Union, or an Employee represented by the Union, such matter shall, upon request of any of the affected parties, be referred to such Joint Grievance Board for settlement or adjustment. A conference for the settlement or adjustment of such matter shall be scheduled, when possible, within twenty-four (24) hours with the conference to be held within five (5) working days.

Section 24.3. Arbitration. If the matter cannot be satisfactorily settled or adjusted by such Joint Grievance Board, it shall be referred to arbitration in accordance with the following procedure:

(a) The members of the Joint Arbitration Board, as established pursuant to Section 1 of this Article, shall agree upon the selection of a seventh (7th) impartial member of such Joint Arbitration Board.

(b) The ACEA and the Union, each, shall bear the expense of their own representatives on the Joint Arbitration Board. The fees of the impartial seventh (7th) member, and all expenses of the Board of Arbitration, shall be borne equally by the ACEA and the Union, except that in the event the matter in dispute involves an Employer who is not affiliated with the ACEA, then the Union and such Employer shall equally bear the expense.

(c) The decision or award of a majority of the seven (7) member Board of Arbitration shall be final and binding upon all parties, providing that it is within the authority of the Board. Said

Board of Arbitration shall have no authority to change or modify any of the terms or conditions of the Agreement.

(d) A written decision of the Board of Arbitration shall be handed down as soon as reasonably possible, and in no event, shall decision be issued later than thirty (30) days following the conclusion of the hearing before the Board.

Section 24.4. Grievances over discharge or suspension shall be filed no later than ten (10) calendar days after the matter is brought to the attention of the business representatives of the Union and in no event later than thirty (30) calendar days after the event giving rise to the grievance for all grievances involving monetary liability excluding health, pension, vacation, IAP/CA and Masonry Promotion and Apprenticeship Fund contributions.

Section 24.5. A strike or lockout to enforce safety or sanitary conditions on the job only in the area of violation of said conditions, shall not be construed as a violation of this Agreement.

ARTICLE XXV  
SEPARABILITY CLAUSE

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

ARTICLE XXVI  
TARGETING

Employers signatory to this agreement may request information from the Unions District Council office regarding the use of Target Grants issued by District Council and/or its Trade Protection Fund. Requests for job targeting must be made forty-eight (48) hours before the bid date. All aspects of the targeting procedure must be fully complied with by the employer before a grant is issued. The Union will hold information regarding application for a grant in strict confidence. The Union shall have sole discretion in the decision to target a project.

ARTICLE XXVII  
OWNER MANDATED RULES

The contractor shall have the right to implement project owner requirements. Any special equipment required by the owner with the exception of safety shoes will be provided by the owner or contractor.

ARTICLE XXVIII  
SUBSTANCE ABUSE TESTING  
AND ASSISTANCE PROGRAM

This substance abuse policy and assistance program has been adopted.. The term Contractor” or "Company” when used herein refers to the construction industry contractors who are signatory or bound to a Collective Bargaining Agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the current Agreement.

I Purposes

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

II. Policy

A. GENERAL PROVISIONS

- I. The contractor prohibits the use, possession or distribution on its premises or work sites of alcohol and illegal drugs. Employees must not report to work or be on work premises at any time under the influence of alcohol or any illegal drugs. Legally prescribed drugs may be permitted on company premises or work sites provided the drugs are contained in the original prescription container and are prescribed by a medical practitioner for the current use of the person in possession of the drug.
- 2. Unopened and sealed alcoholic beverages are permitted in personal vehicles and on Company property.
- 3. The Contractor reserves the right to have authorized personnel conduct any additional alcohol or other drug testing mandated by law.
- 4. At the discretion of the Contractor any persons found illegally in possession, offering for sale, purchasing or distributing any illegal drug will be reported to the civil authorities.

5. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.
6. Where an owner or contracting agent requires alcohol or other drug testing of contractor employees other than as is provided for in this policy, the Contractor may implement the owner or contracting agent required program for the project.

#### B. PRE-EMPLOYMENT SCREENING

All signatory contractors may engage in pre-employment drug testing of Union members covered by the BAC Agreement, as long as the pre-employment testing procedure is done as provided in the Substance Abuse Testing and Assistance Program, Exhibit I of the Agreement.

#### C. POST-HIRE SCREENING

1. (a) Any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is under the influence of alcohol or an illegal drug as defined in this section, will be subject to discipline up to and including suspension and be required to undergo an alcohol or other drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is under the influence and exhibits (such traits as slurred speech, inappropriate behavior, decreased motor skills, etc.).
- (b) A contractor may also require alcohol or other drug testing for illegal drugs where an employee was involved in or caused a work related accident or where an employee was operating or helping to operate machinery, equipment or vehicles involved in a work related accident which resulted in a significant recordable injury as defined by OSHA regulations or significant property damage. and for which the cause of the accident is not readily explainable.
2. Whenever possible, before an employee is required to submit to testing under this policy based on reasonable suspicion the employee should be observed by more than one individual.
3. (a) All positive tests for drugs other than alcohol will be confirmed. Initial testing will be by immunoassay, with all confirmation testing being by gas chromatography/mass spectrometry. The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA). Chemicals to be tested for are marijuana, cocaine, opiate, phencyclidine, and amphetamines. Limits for each of the substances will be according to appropriate federal, state and DOT regulations as they are updated periodically.
- (b) The Employer and the Union will select reputable laboratories certified by SAMHSA to perform testing under this policy. An unbroken chain of custody of the specimen from the time it is taken from the employee up through the time the laboratory tests the specimen shall be preserved. Tamper-proof sample-handling methods must be observed; and the laboratory must follow the test manufacturer's instructions in both administration of the test and the reporting of results as "positive" or "negative." All tests that indicate a positive result will be

reviewed by a Medical Review Officer (MRO) before being reported to the employee, Contractor and Union as positive.

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

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

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

In the event of a positive confirmatory test for alcohol or other drug the tested employee will be referred to participate in the Employee Assistance Program of the Mason's #8 Health Fund. Strict adherence to the guidelines and medical recommendations of that program will, for a first violation, avoid severe discipline or termination except where the employee was under the influence at the time he caused or was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft of property from the contractor or a contractor's customer.

If an employee who tests positive for substance abuse enters any required or recommended aftercare program, a negative test within 30 days will make the employee eligible for immediate reinstatement provided the employer has work available and the employee continues in any recommended aftercare program. In the event an employee enters but fails to complete a required aftercare program he may be subject to immediate discharge.

If an employee refuses to be tested for substance abuse although directed to do so, he or she will remain on suspension for thirty days. Continued refusal to submit to drug screening after the 30 day period, will subject the employee to severe disciplinary action up to and including termination.

## 8. Random Testing

(a) The parties agree to the establishment of a random testing program which shall include all bargaining unit employees covered by the BAC Agreement in addition to all alumni and non-bargaining unit employees

(b) All specimen collection for random tests shall take place at sites jointly agreed to by labor and management.

(c) The costs of all tests, specimen collection and random selection shall be borne by the contractor and the contractor shall pay the employee for all time spent complying with this Section, including travel and time spent for testing, at the employee's hourly straight-time rate.

(d) All testing procedures shall be identical to those provided elsewhere in this policy.

(e) Employees shall be selected on a random basis by a third party administrator from the total pool of participants based on Milwaukee Building Trades Remittance reports and supplemental lists submitted by the contractors. The total number of random tests in a calendar year shall equal 15 percent (subject to labor-management review) of the total number of participating employees, including bargaining unit employees, alumni, and non-bargaining unit employees

(f) If the contractor refuses to have an employee tested who has been randomly selected, the employer shall pay an amount equal to two times the journeyman bricklayers hourly wage plus the amount equal to the costs for the testing provided for under this policy to the Milwaukee JATC.

### III. COUNSELING OR TREATMENT

- A. The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.
- B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements of the fund. The trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.
- C. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph IV "Rehabilitation".
- D. Prior to being tested, an applicant or employee must sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. These tests shall be at the Contractor's expense.
- E. The parties recognize the drug testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties; therefore, to protect the employee's rights any test results shall be disclosed only to the testing lab, the Contractor, Medical Review Officer, employee and Union Representative.
- F. Within three (3) working days of notification by certified letter or hand delivered with receipt of a positive test result an employee may request that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

### IV REHABILITATION

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





INDEPENDENT CONTRACTOR SIGNATURE SECTION  
ASSUMPTION OF AGREEMENT

The undersigned hereby agrees to assume and be bound by all of the terms and provisions of the 2007-2012 Bricklayers' Labor Agreement entered into between the Associations and International Union of Bricklayers and Allied Craftworkers, Local No. 8, District Council of Wisconsin a copy of which attached hereto.

Dated at \_\_\_\_\_, Wisconsin, \_\_\_\_\_, \_\_\_\_\_.

FOR THE CONTRACTOR:

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Company Name

Representative of the BAC  
District Council of Wisconsin

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Company Phone No.

By \_\_\_\_\_  
Signature and Title

Employer Fein # \_\_\_\_\_

INDEPENDENT CONTRACTOR SIGNATURE SECTION  
ASSUMPTION OF AGREEMENT

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Dated at \_\_\_\_\_, Wisconsin, \_\_\_\_\_, \_\_\_\_\_.

FOR THE CONTRACTOR:

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative of the BAC  
District Council of Wisconsin

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Company Phone No.

By \_\_\_\_\_  
Signature and Title

Employer Fein # \_\_\_\_\_