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LABOR AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of April, 1968,
by and between the

WISCONSIN RIVER VALLEY CONTRACTORS ASSOCIATION,
and others (representing contractors as listed on Exhibit A,
attached hereto)

party of the first part hereinafter referred to, collectively and individually
as the "Employer", and the

WISCONSIN RIVER VALLEY TROWEL TRADES NEGOTIATING
COMMITTEE

party of the second part, hereinafter referred to as the "Union".

The party of the second part is composed of Subordinate Unions of the
Bricklayers, Masons and Plasterers International Union of America as follows:

- Local Union #17, Wausau; Local Union #18, Marshfield;
 - Local Union #23, Wisconsin Rapids; Local Union #24, Rhinelander;
 - Local Union #25, Antigo; Local Union #33, Stevens Point;
- all of whom are affiliated with the A. F. L.-C. I. O.

for the employees represented by them, having jurisdiction as follows:

- Counties of Marathon, Wood, Adams, Clark, Taylor, Oneida,
Vilas, Forest, Price, Lincoln, Langlade, N. 1/2 of Shawano,
N. of Wittenberg and Gresham, Menomonie, and Portage

Local Union No. 620 Wausau, Wisconsin, of Operative Plasterers and
Cement Masons International Association of America has jurisdiction over
cement finishing and plastering in Marathon County.

This Agreement covers all job classifications that have been assigned to
the Bricklayers, Stone Masons, Plasterers, Tilesetters, Cement Finishers,
and Terrazzo Workers by the Bricklayers, Masons, and Plasterers Inter-
national, the Building Trades Department of the A. F. L. -C. I. O. and by agree-
ment with the various international unions, and by the National Joint Board for
Settlement of Jurisdictional Disputes.

"What Constitutes Masonry" is described in Article XI, Pages 44 to 53 of
the Union Constitution.

This jurisdiction also includes the aligning, plumbing, leveling, cutting,
pointing, caulking, grouting and anchoring by any and all means of all pre-cast
concrete masonry units or any other type of prefabricated masonry units.
Specifically excluded are prestressed pre-cast structural concrete units.

This revised agreement embodies all amendments to existing agreements and shall hereafter be recognized as the sole agreement affecting conditions of employment between the signatory parties hereto.

WITNESSETH:

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

ARTICLE I

Union Security

Section 1. The following provisions of Section 2 of this Article shall take effect and be enforceable only upon compliance with the Wisconsin Statutes.

Section 2. The Employer agrees to require, during the life of this agreement, membership in the Union, as a condition of continued employment. In the event that the Union is unable to supply the Contractor with workmen, employees hired by the Contractor may be employed for a period of 30 working days before being admitted into the Union. Such employees, however, must make application for Union Membership within seven (7) days of their date of employment; provided, however, that such membership in the Union is available to such employee on the same terms and conditions generally applicable to other members, and that such membership is not denied or terminated for reasons other than a failure by the affected employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE II

Hours of Work

Section 1. Workday and workweek. Eight hours between 8:00 a.m. and 5:00 p.m. shall constitute a work day. Five days, from Monday through Friday, shall constitute a work week. When one-half (1/2) hour lunch period prevails, work day shall end at 4:30 p.m.

Section 2. Overtime work. All time worked outside the above designated work day of the work week and on Saturdays shall be paid at one and one-half (1-1/2) times the established rate of pay.

Section 3. Sunday and Holiday work. All time worked on Sundays, New Years Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double the established rate of pay. All such work shall only be performed in cases of emergency.

Section 4. Call-in and Reporting Pay. Employees called out for part-time work shall receive a minimum of four (4) hours pay. Employees not notified by the Employer or his agents the night before and who report for work at the

regular time, shall be paid two (2) hours pay if he is not put to work. This does not apply when inclement weather causes a stoppage of work.

Section 5. Shift Work. A shift for the purpose of this agreement shall mean one or more crews of men working on a pre-arranged schedule of hours other than the normal work day as provided for in this agreement.

Approved shifts shall not be classified as over-time and shall be paid for at the rate of eight (8) hours pay for seven hours work on all shifts except that shift which is completely within the normal work day.

Shift hours shall apply on Saturday and Sunday, but shall be paid for at the established Saturday and Sunday overtime rates.

Shifts shall be justified only when abnormal job conditions make it necessary and they are pre-arranged. When more than one shift is worked, the work week shall start at 12:01 a.m. on Monday and end at midnight on Friday.

ARTICLE III

Wages

Section 1. Wage Rates. The straight time hourly wage rates for journeymen covered by this agreement from April 1, 1968, to April 1, 1969, subject to over-time provisions of Article II shall be:

	<u>Effective</u> <u>Apr. 8, 1968</u>	<u>Effective</u> <u>Sept. 30, 1968</u>	<u>Effective</u> <u>Dec. 1, 1968</u>
Bricklayers; Stone Masons; Blocklayers; Plasterers; Pointers, Cleaners, & Caulkers; and Bricklayer Cement Finishers	4.82 0.15 H&W	4.97 0.15 H&W	5.17 0.15 H&W
Tile Setters, and Terrazzo Workers	4.57 0.15 H&W	4.72 0.15 H&W	4.92 0.15 H&W
Cement Finisher Mechanics	4.32 0.15 H&W	4.47 0.15 H&W	4.67 0.15 H&W

Section 2. No arbitration. The negotiated wage scale shall not be a subject for arbitration.

Section 3. Foreman. The mason foreman shall be paid ten percent (10%) above the basic journeymen's scale when he is supervising six or more masons, including the foreman and all apprentices. For supervising less than six (6) masons, a foreman shall receive seven percent (7%) above the basic journeymen's scale. All foreman wage rates shall be rounded off to the nearest penny. When two (2) or less men are working, no foreman is required. It is permissible for a foreman to work with tools, and specific task assignment will be made by the Employer.

Section 4. Swing Stage Pay. All journeymen and apprentices shall be paid ten cents (10¢) per hour above hourly job rates of their respective job classifications for all swing stage work.

Section 5. Free Standing Chimneys. Journeymen shall be paid fifteen cents (15¢) per hour above hourly job rate on free standing chimneys. This applies only to chimneys in excess of forty feet (40) in height above the elevation where they become free standing.

Section 6. Payment of Wages.

(a) The Employer shall pay once each week on a calendar week basis and shall be allowed three (3) work days from the end of the payroll period to the date on which checks are distributed on the job, this time being allowed for the preparation of payroll records, etc.

(b) Any employee discharged from work on any job shall be paid at once, but any employee leaving his work on his own accord or by reason of interruption of the work shall be paid on the regular payday of his Employer.

ARTICLE III-A

HEALTH AND WELFARE

Section 1. Effective October 30, 1967, each Employer covered by this Agreement shall pay the sum of fifteen cents (15¢) for each hour worked by all employees covered by this Agreement to the Wisconsin Bricklayers Welfare Fund.

Payment to such Welfare Fund must be made at the end of each month, but not later than the fifteenth (15th) day of the following month.

Section 2. The Association and the Union, and all Employers covered by this Agreement, agree to be bound by all of the terms of the Trust Agreement creating the Wisconsin Bricklayers Welfare Fund and by all of the actions and rules of the Trustees administering such Welfare Fund in accordance with the Trust Agreement and regulations of the Trustees, provided that such Trust Agreement, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreement and all succeeding Trustees as will be appointed under and in accordance with the Trust Agreement. Such Employer hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to the Wisconsin Bricklayers Welfare Fund in accordance with Section 1 of this Article.

ARTICLE IV

Apprentices

Section 1. In order to assure the building industry future competent mechanics, the Employer further agrees to encourage apprentice training and employ properly registered apprentices, who shall attend classes in subjects related to the trades, when available, for a minimum of four (4) hours per week on the Employers time. The ratio of apprentices shall be 1 to 4, 2 to 8 or major portion thereof.

Section 2. All Employers covered by this agreement, having been in the contracting business for one (1) year, may employ apprentices. All apprentices shall be indentured in accordance with Chapter 106 and Amendments thereto of the Wisconsin Statutes, and their employment shall be in accordance with the rules of the Industrial Commission governing the respective trades of masonry.

Section 3. The Employer and the Unions agree to use every legal means to keep apprentices steadily employed actually learning the trade. When necessary in order to do this, apprentices may be transferred from one Employer to another.

Section 4. Apprentice Wages. The wages of an apprentice shall be based on the journeyman scale as follows:

<u>Length of Service</u>	<u>Percent of Journeyman's Rate</u>
1st 6 months period (1040 Hrs. min.)	55% The Contractor agrees
2nd "	60% to honor all apprentice
3rd "	65% indenture contracts
4th "	75% prior to April 1, 1961
5th "	85%
6th "	95%

ARTICLE V

Foreman

Section 1. Whenever three (3) employees represented by the Union, including apprentices, are employed on a construction project, a foreman shall be selected by the Employer to supervise the work.

Section 2. Foremen shall be practical mechanics in the branch of trade over which they exercise supervision.

Section 3. Foremen have the authority to hire, discharge, and exercise similar supervisory functions are recognized as the exclusive representatives of management.

ARTICLE VI

General and Miscellaneous Provisions

Section 1. There shall be no limitations as to the amount of work a man shall perform during his working day.

Section 2. There shall be no restrictions on the use of machinery furnished by the Employer, provided they are operated by employees of the craft having jurisdiction over the work involved.

Section 3. All workmen are at liberty to work for whomsoever they see fit, and all Employers are at liberty to employ and discharge whomsoever they see fit.

Section 4. The Employer agrees to furnish adequate facilities for the storage and protection of employees tools and clothing.

Section 5. The Employer agrees to furnish water dispensers adjacent to the work. Water in these dispensers to be replaced at least twice daily.

Section 6. Every Employer agrees to maintain workmen's compensation insurance coverages and unemployment compensation insurance coverages on his employees or will make application to voluntarily come under the Workmen's Compensation Act and/or the Wisconsin Unemployment Compensation Act.

Section 7. The following rules pertaining to scaffolding are to be complied with: That in the erection and construction of buildings there shall be no greater distance than five feet between scaffold lifts except where there is an eleven-foot story, then the story shall be finished from one lift. Safety regulations of the Wisconsin Industrial Commission shall be followed.

Section 8. Bricklayers, foremen, and stewards shall have the privilege of inspecting scaffolds at all times.

Section 9. Employers shall furnish a reliable ladder for employees to get on and off scaffolds. Ladders must extend two feet or more above the floor of the scaffolds or floor heights.

Section 10. All masonry work washed with acid, all pointing and caulking with mortar, all raking and pointing of joints is the work of the masonry craft only.

Section 11. All work contracted by Employer within the jurisdiction of other Local Unions of the Bricklayers, Masons and Plasterers International Union of America shall be in accordance with conditions established by such Local Unions.

Section 12. No Union member shall work for wages, fringes, and contract conditions which are any less than those set forth in the provisions of any current labor contract.

Section 13. It is agreed that an appropriate non-discrimination clause is part of any current labor contract.

Section 14. An informal letter agreement stating the rules governing "coffee breaks" will be issued by the Wisconsin River Valley Contractors Association. This letter will also set forth brief "tool pick-up time" for masons, not to exceed five (5) minutes at the end of each working day. It is understood that all workmen will remain at their working stations until the end of the regular work day.

ARTICLE VII

Contractors

Section 1. Not more than one member of any firm, co-partnership or corporation shall be permitted to work on the wall of any job at any one time.

ARTICLE VIII

Union Representatives

Section 1. Stewards. There will be a Steward on each job. The Stewards shall retain their status as employees when carrying out Steward duties on the job site, it being understood, however, that normal construction operations will not be interfered with. It is understood and agreed that the Stewards shall not be discriminated against.

Section 2. Visitation at job sites. Authorized representatives of the Unions shall have access to all jobs under construction, provided, however, that they shall report there to the contractor or his immediate representative on the job site and shall not interfere with employees during working hours.

ARTICLE IX

Settlement of Disputes

Section 1. It is declared policy of the Employer and Union to avoid lock-outs, unauthorized strikes, slowdowns, work stoppages and all other forms of unauthorized cessation of work.

Section 2. All disputes arising under this agreement shall first be submitted to an authorized representative of the Union, who in turn shall immediately present the same to the representative of the Employer, both of whom shall attempt to settle the dispute within forty-eight (48) hours. If they are unable to dispose of such dispute within that period of time, then the dispute shall be referred to the Arbitration Committee, hereinafter described.

Section 3. An Arbitration Committee, composed of two (2) representatives of the Employer and two (2) representatives of the Union, shall consider all disputes referred to them, and if they are unable to agree within forty-eight (48) hours after the disputes are referred to them, they shall select a fifth impartial arbitrator, within two (2) days. In the event the parties are unable to agree upon this impartial arbitrator within two (2) days, they shall make application to the Wisconsin Employment Relations Board to appoint an arbitrator immediately.

Section 4. Whenever any matter in dispute is arbitrated, the same condition existing at the time the dispute originated shall remain the same for the purpose of arbitration.

Section 5. It is understood that there shall be no stoppage of work during the period of arbitration and that the decision of the Arbitration Committee or of the Arbitrator shall be final and binding upon both parties, each party to bear one-half the cost of such an arbitration.

Section 6. The Trustees of the Wisconsin Bricklayers Welfare Fund (to which Fund payments are required to be made by Employers under this Agreement) may for the purpose of Collecting any payments required to be made to such Fund, 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.

ARTICLE X

Jurisdictional Disputes

Section 1. In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work called by the Union while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled.

Section 2. It is further agreed that the presidents of the International Unions involved shall settle the jurisdictional dispute.

Section 3. In the event a jurisdictional dispute or problem is not settled within a reasonable time, in accordance with the provisions of Section 2 of this Article, it shall be referred to the National Joint Board for Settlement of Jurisdictional Disputes for settlement and adjudication, in accordance with the rules and regulations issued by such National Joint Board, and approved by the Building & Construction Trades Department, AFL-CIO.

ARTICLE XI

Separability Clause

It is the intention of the parties herein to comply with all applicable State and Federal Laws, and they believe each and every part of this Contract is lawful. All provisions of this Contract and/or existing agreements shall be complied with unless they are invalid or illegal. In the event that any part of this contract is found to be invalid by a duly constituted court or body with appropriate jurisdiction, such invalid provisions shall be renegotiated.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from April 1, 1968, to April 1, 1969, and continue in full force and effect from year to year thereafter, and shall be subject to amendment or termination by either party only if either party notifies the other party in writing of their desire to amend or terminate the same sixty (60) days prior to April 1, 1969, or sixty (60) days prior to April 1st of any subsequent year. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subject of collective bargaining between them, it is expressly agreed 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of April, 1968.

WISCONSIN RIVER VALLEY TROWEL
TRADES NEGOTIATING COMMITTEE:

Harvey Bricko
(1) Harvey M. Bricko
Local #17, Wausau, Wis.

Clarence Ponschock
(2) Clarence Ponschock
Local #18, Marshfield, Wis.

Alfred Kawalske
(3) Alfred Kawalske
Local #23, Wis. Rapids, Wis.

Harold F. Rozile
(4) Harold F. Rozile
Local #24, Rhinelander

Wilhelm C. Jensen
(5) ~~Frank Lee~~ Wilhelm C. Jensen
Local #25, Antigo, Wis.

Jerome Kielszewski
(6) Jerome Kielszewski
Local #33, Stevens Point, Wis.

NEGOTIATING COMMITTEE, WISCONSIN
RIVER VALLEY CONTRACTORS ASSN:

Gerald Wergin
(1) Gerald Wergin

Bruce W. Abbott
(2) Bruce W. Abbott

Jerry Boson
(3) Jerry Boson

Helge Carlson
(4) Helge Carlson

C. H. Abbott
(5) C. H. Abbott

Carlton Hoffman
(6) Carlton Hoffman

THE FOLLOWING IS TO BE SIGNED ONLY BY CONTRACTORS WHO
ARE NOT MEMBERS OF, OR REPRESENTED BY, THE WISCONSIN
RIVER VALLEY CONTRACTORS' ASSOCIATION:

Accepted and Agreed to:

Full name of Contractor

By _____
Authorized Signature and Title

Date: _____

EXHIBIT A

The following members of the Wisconsin River Valley Contractors Association, and others through letters of authorization, have authorized the Negotiating Committee, Wisconsin River Valley Contractors Association, to represent them in collective bargaining:

1. Adolfson & Peterson, Minneapolis, Minnesota
2. Babcock Construction Co. , Wausau
3. Oscar J. Boldt Construction Co. , Appleton
4. Boson Construction & Supply, Inc. , Marshfield
5. Caspian Construction Company, Caspian, Michigan
6. Cox Construction Co. , Inc. , New Lisbon
7. J. P. Cullen & Son Corporation, Janesville
8. Ellis Stone Construction Co. Inc. , Stevens Point
9. D. M. & C. M. Frey, Inc. , Hartford
10. Goetsch Construction Co. , Wausau, Wis.
11. Gritz Builders, Inc. , Wisconsin Rapids
12. Lyell C. Halverson Co. , Minneapolis, Minnesota
13. Hoepfner Bartlett Co. , Eau Claire
14. The Hoffman Company, Inc. , Wausau
15. Hutter Construction Company, Fond du Lac
16. A. W. Jeske Construction Co. , Oshkosh
17. Kluz & Elmer, Inc. , Wausau
18. Lauer Bros. , Inc. Neenah
19. Paul A. Laurence Company, Minneapolis
20. J. S. Sweitzer & Son, or Lovering-Sweitzer, Wausau
21. Emmett J. Matthews, Wisconsin Rapids
22. McWad, Inc. , Wausau
23. C. R. Meyer and Sons Company, Oshkosh
24. Meyer Corporation, Neenah
25. C. P. Minnaert Construction Co. Inc. , Minocqua
26. Precour Construction Co. , Oshkosh
27. Proksch Construction Co. , Iron River
28. Quasius Bros. Inc. , Sheboygan
29. Charles D. Smith & Son, Inc. , Fond du Lac
30. Thomsen-Abbott Construction Co. , Rothschild
31. Wausau Construction Co. Inc. , Wausau
32. White Brothers & Norman, Inc. , Wisconsin Rapids
33. The Wergin Company, Inc. , Wausau

Wisconsin River Valley Contractors Association

PLEASE REPLY TO:

WISCONSIN RIVER VALLEY TROWEL TRADES

Local No. 17, Wausau
Local No. 18, Marshfield
Local No. 23, Wisconsin Rapids
Local No. 24, Rhinelander
Local No. 25, Antigo
Local No. 33, Stevens Point

Re: Coffee Break and Tool Pick-Up Time for Masons

Gentlemen:

This is the informal letter mentioned in our current Agreement which sets forth provisions governing a daily "coffee break" and "tool pick-up time" for Masons. It is recognized that in the past most jobs have permitted the Masons the privilege of stopping to refresh themselves during the work day. It is agreed that this privilege will be extended to all the jobs in the area of jurisdiction of the Wisconsin River Valley Trowel Trades.

This informal agreement allows the workmen to take a short lunch break in the morning from their own personal lunch pails and thermoses. It will exclude the participation of commercial vendors and enterprises that wish to sell prepared foods to the workmen on the jobsite. It is understood that this short lunch break will take the men from their working stations for a period not to exceed 10 minutes overall. When it is possible for a man to carry his lunch to his working station and take his break there, he should be encouraged to do so as that may be the most effective way to minimize production time loss. Whether the break will be taken individually or collectively will be at the discretion of the employer, and it is understood that this short break period is to be considered a privilege and shall not be abused by the workmen. Taking the daily break will not be cause for reprimand, firing, or layoff of the workmen providing that the privilege is not abused. Both sides must be reasonable if such an arrangement is to be mutually satisfactory.

The "tool pick-up time" for Masons provides a period not to exceed 5 minutes at the end of the work day. It is understood that all workmen will remain at their working stations until the close of the regular work day, which is currently 4:30 p.m.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8th day of April, 1968.

Accepted by the

WISCONSIN RIVER VALLEY TROWEL
TRADES NEGOTIATING COMMITTEE:

Harvey Bricko
(1) Harvey M. Bricko
Local #21, Wausau, Wis.

Clarence Ponshock
(2) Clarence Ponshock
Local #18, Marshfield, Wis.

Alfred Kawalske
(3) Alfred Kawalske
Local #23, Wis. Rapids, Wis.

Harold F. Bozyle
(4) Harold F. Bozyle
Local #24, Rhineland

Wilhelm C. Jensen
(5) ~~Frank Lee~~ Wilhelm C. Jensen
Local #25, Antigo, Wis.

Joe Wyszynski
(6) Jerome Kieniszewski
Local #33, Stevens Point, Wis.

Issued by the

NEGOTIATING COMMITTEE, WISCONSIN
RIVER VALLEY CONTRACTORS ASSN:

G.P. Wergin
(1) Gerald Wergin

Bruce W. Abbott
(2) Bruce W. Abbott

Gerry Boson
(3) Gerry Boson

Helge Carlson
(4) Helge Carlson

C.H. Abbott
(5) C. H. Abbott

Carlton Hoffman
(6) Carlton Hoffman