

**66-COUNTY LABORERS'  
COLLECTIVE BARGAINING**

**AGREEMENT**

**BETWEEN THE  
THE ASSOCIATED GENERAL  
CONTRACTORS  
OF WISCONSIN, INC.  
AND WISCONSIN INDEPENDENT  
CONTRACTORS  
AND  
WISCONSIN LABORERS'  
DISTRICT COUNCIL  
REPRESENTING**

<b>Laborers' Local No. 140</b>	<b>La Crosse</b>
<b>Laborers' Local No. 268</b>	<b>Eau Claire</b>
<b>Laborers' Local No. 330</b>	<b>Menasha</b>
<b>Laborers' Local No. 464</b>	<b>Madison</b>

**ALL IN THE STATE OF WISCONSIN**

**EFFECTIVE JUNE 1, 2018  
TO MIDNIGHT MAY 31, 2020**

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## **AGREEMENT**

AGREEMENT made by and between the ASSOCIATED GENERAL CONTRACTORS OF WISCONSIN, INC. (AGC of Wisconsin), hereinafter referred to as the Employer, and the WISCONSIN LABORERS' DISTRICT COUNCIL, hereinafter called the UNION.

### **WITNESSETH**

Whereas, the parties hereto desire to stabilize employment in the public works construction industry by agreeing upon wage rates, fringe benefits, hours and conditions of employment. Now therefore, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

### **CODE OF PERFORMANCE**

The Parties agree that the LIUNA Code of Performance, as passed via resolution by the General Executive Board on April 20, 2010, shall guide and instruct the behavior of all employees working pursuant to this Agreement. A trained, motivated and responsible Laborer will contribute to growing the Union and its members as leaders in the Building Trades, and will serve contractors by providing the best available workforce.

### **ARTICLE I - COVERAGE**

- A. This agreement shall apply to and cover all public works construction including construction, excavation, installation maintenance or repair of sewer and water mains, laterals, systems, and curb and gutters, sidewalks, streets, landscaping, tunnels, shafts and appurtenances and related work, as well as excavation coming within the jurisdiction of the Union and contracted for or performed by the Employer within the State of Wisconsin except for work contracted for by the State of Wisconsin Department of Transportation.
- B. By mutual agreement between the parties, all of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement.
- C. In no event shall the Employer be required to pay higher rates of wages or be subject to more unfavorable working rules than those established by the Union for any other

employer engaged in similar work, except as may be specifically set out in this Agreement.

- D. In the event that any State or Federal Statute or regulation shall supersede, invalidate, or be in conflict with any clause in this Agreement, such statute or regulation shall prevail over any such clause; however, the other provisions of this agreement shall be valid and remain in full force and effect.

## **ARTICLE II - UNION RECOGNITION AND SECURITY**

- A. The Employer agrees to require, during the life of this Agreement, membership in the Union as a condition of continued employment of all Employees covered by this Agreement, within seven (7) days following the effective date of this Agreement or within (7) days following the commencement of such employment, whichever is later, provided, however, that such membership in the Union is available to such Employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. The provisions of this section are enforceable to the extent permitted by law.
- B. Equal Employment Opportunity: The Contractor and the Union agree that there will be no discrimination in employment based upon race, color, creed, national origin, sex, age, disability or handicap and that nothing elsewhere in this Agreement shall be construed as requiring or permitting such discrimination. The Contractor and the Union further agree that each will cooperate with the other in taking such affirmative actions by either or both as are proper and necessary to ensure equality of opportunity in all aspects of employment.

### **Recognition Clause**

- A. The Union has claimed and demonstrated and the employer is satisfied and acknowledges that the Union represents a majority of the employer's employees in the bargaining unit covered by this labor agreement. The employer hereby recognizes the Union as the exclusive bargaining agent under 9(a) of the National Labor Relations Act for all employees performing work within such collective bargaining unit of all present

and future jobs sites within the geographic jurisdiction covered by this labor agreement.

- B. Individual employers, by becoming party to this agreement, become a part of the multi-employer bargaining unit and authorize the Associated General Contractors of Wisconsin Inc, and Independent Contractors, to negotiate successor agreements on its behalf. An individual employer may withdraw from the multi-employer bargaining unit only by providing written notice to the Union and the Wisconsin Chapter AGC, at least 90 days, but not more than 120 days, prior to the expiration date of this agreement or of any renewal period.

### **ARTICLE III - MANAGEMENT RIGHTS**

The Union recognizes that the Employer shall have the sole jurisdiction of the management and operation of its business, the direction of its work force, the right to maintain efficiency on its jobs by the use of any machinery, tools, or labor-savings devices, and the right of the Employer to determine the number of employees required for each job other than that as provided by this Agreement and to hire and discharge employees subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of the Employer not enumerated which do not conflict with other provisions of this Agreement.

### **ARTICLE IV - JOB NOTIFICATION AND PRE-JOB CONFERENCE**

- A. The Contractor must notify the Union after he has been awarded a job and before he starts work on the job as to the nature and location of the job. (Phone call is acceptable). The Contractor shall submit a list of his subcontractors to the Union before work commences. If the Union requests a pre-job conference the employer agrees to have such pre-job conference at the earliest convenience of the parties. At the pre-job conference, it must be determined the number of key employees that shall be brought into a new area.
- B. The Union may claim exemption from the Saturday makeup work provisions of Article XI, provided the Union Business Manager notifies an Employer of such claim in writing within one (1) week after the Union is notified of the job.

- C. Failure of the Employer to notify the Union pursuant to subsection A of this Article shall automatically waive the Saturday make-up provisions of Article XI.
- D. The Employer may employ directly a number of key employees and the term "key employees" shall be construed to mean: a number of employees who have the experience and qualifications necessary to do the work and who are necessary to the Employers efficiency in carrying out the work covered by this Agreement. The Employer shall furnish the Union with the names and social security number of all "key employees" when employed on the job.
- E. The Union may inquire, in writing (including via e-mail), whether an Employer is acting as a general contractor on a project, and the Employer shall provide an answer within three (3) business days.

#### **ARTICLE V - SUBCONTRACTOR CLAUSE**

- A. The contractor shall sublet work under this Agreement only to an employer whose workmen receive at least the standards of wages, fringe benefits or monetary equivalent, and working conditions provided by this agreement.
- B. The provisions of this Article shall be construed to mean that the subcontracting contractor shall only have to pay the rates and fringes as called for in his particular union agreement, unless higher wages and/or fringes are called for in the prevailing wages determinations as established by the State or Federal agency for a particular project.
- C. When situations arise where it is claimed that no union subcontractor is available for the proposed work, the Contractor and the Union shall meet and attempt to agree upon a solution, which may include a Project Agreement.

#### **ARTICLE VI - FOREMAN**

The designation of a foreman is the sole responsibility of the Employer. No foremen shall perform the work of the laborer unless they are a member of the Laborers' Union.

## **ARTICLE VII – UNION INITIATION FEES**

Upon request of the Local Union or District Council having jurisdiction of the job, and upon presentation of the proper authorization form normally used by the Local Union, executed by the individual employee, the Employer agrees to deduct from the wages of such employee Union Initiation Fees and remit to the Local Union or District Council the amount so deducted, submitted weekly. The Union shall furnish the Contractor, within seven (7) days, with a copy of any employee's voluntary written authorization for checkoff of dues, including for those employees for whom the Contractor has already been making such deduction(s). Failure of the Union to submit a copy of such authorization shall relieve the Contractor of any obligation to make a deduction hereunder. The provisions of this section are enforceable to the extent permitted by law.

**Indemnification.** The Union hereby agrees to protect, defend, indemnify and hold harmless any contractor who is part to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees up to \$250 per hour) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by any person or governmental agency that may arise out of or by reason of action taken by any Contractor in agreeing to and complying with the provisions of Article VII. The parties shall mutually agree upon the selection of the attorney.

## **ARTICLE VIII – HIRING PROCEDURES**

- A. After employment of key employees in accordance with Article IV, Employers hiring in the geographic area of Local 140 or Local 330 agree to hire employees covered by this Agreement through the Local Union having territorial jurisdiction subject to the following provisions:
- B. The Union must refer the employees requested by the Employer at the start of a job within 48 hours of the receipt of the Employer's request. The Union must refer employees requested by the Employer after a job has started within 24 hours, Saturdays, Sundays and holidays excluded. Whether referred locally or otherwise, if the Union does not comply with these conditions, the Employer may secure qualified employees from any source, in which event, the Employer shall immediately furnish to

the Union a list of the names, addresses and social security numbers of the employees so employed.

- C. The Union shall maintain a register of applicants available for employment established on the basis of the groups listed below. Each applicant shall be registered in the highest priority group for which they qualify. Registration and referral of all applicants shall be in accordance with the following plan.

### **HIRING HALL SYSTEM**

- A. In the interest of maintaining an efficient and effective system of production within the Construction Industry on a nondiscriminatory basis, to provide an orderly procedure in referral of applicants for employment, to eliminate the evils of casual employment and to secure a fair distribution of work with a living wage for those workmen who must gain their livelihood from an industry to which they contribute their labor, there is hereby established this plan of referral between the Wisconsin Laborers' District Council, herewith referred to as the "Union" and the Wisconsin Independent Contractors, hereinafter referred to as the " Employer."
- B. Registration, selection and referral of applicants for employment shall be on a nondiscriminatory basis and in no way affected by Union membership, rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. There shall be no discrimination against race, color, creed or sex.
- C. When hiring employees in the geographic area of Local 140 or Local 330, the Employer shall notify the Union of the need for workmen and shall not recruit applicants directly or hire persons who have not been referred by the Union except under the conditions stated herein.

An Employer reserves the right to employ directly employees hired by him the previous season.

The Union Office shall be notified weekly of all employees so hired, listing the names of the employees and the date of hiring.

- D. In requesting referrals, the Employer shall specify:

- 1) Number of employees required



- 2) Nature and type of construction work
- 3) Location of project
- 4) Information deemed important to enable the Union to refer qualified applicants.

E. The employer reserves the right to accept or reject an applicant referred by the Union or to discharge for just cause an employee who has been accepted, but proves unsatisfactory, subject to the Appellate Procedure contained herein.

#### **GROUP A**

An applicant for employment who has three (3) years or more experience as a Construction laborer and has been employed for a period of at least one (1) year during the last three (3) years by an Employer who is a party to a collective bargaining agreement with the Union containing no discriminatory referral provisions, and who has maintained residence for the past year within the geographical area constituting the normal construction labor market.

#### **GROUP B**

An applicant for employment who has two (2) years or more experience as a Construction laborer and who has held residence for the past year within the geographic area constituting the normal construction labor market.

#### **GROUP C**

An applicant for employment who has one (1) year or more experience as a Construction laborer and is available for full-time or seasonal employment.

#### **GROUP D**

The Union shall maintain a separate list of Apprentices based on skills and hours in the Apprenticeship Program

The Union shall maintain each of the separate Group lists set forth above and shall list the applicants within each Group in the order they register and become available for employment.

The Union shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B", and then Group "C". Any applicant who is rejected by

the Employer shall be returned to his appropriate place within his Group and shall be referred to another Employer in accordance with the position of his/her Group and his/her place within the Group. Upon a registrant being referred for employment and actually employed on a job more than three (3) days, such registrant's name shall be removed from the list until such time as his/her employment has been terminated at which time he/she shall be registered at the bottom of the appropriate list under which he/she is entitled to be registered. If a registrant, upon being referred in regular order, refuses to accept the referral, such registrant's name shall be placed at the bottom of the appropriate list under which he/she is entitled to be registered.

Registration of applicants for referral shall be not less than once each week for a period or periods of not less than two (2) hours duration. Registration periods shall be established by the Union and notification thereof shall be given to all interested parties by posting in the Union office.

The Union, its officers, agents and representatives undertake no obligation to search for, or by any means locate an applicant on the current applicable referral list who is not physically present in the Union Hall when referrals are made pursuant to a request of the contractor.

The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.

The Union shall require all job applicants who have not previously registered, to submit a resume of experience and qualifications in order to determine their proper group and whether they are qualified to perform the various requisite skills of the craft and thereby be eligible for registration and/or referral.

In any event any job applicant is aggrieved, (1) with his/her failure to qualify for registration, or (2) with his/her group classification, or (3) with his/her order of referral, or (4) by action of the Employer in connection with hiring, he/she may within (10) ten days following the occurrence of the event which constitutes the basis for the grievance, file, with the person in

charge of the Registration and Referral Office, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer Representative, a Union Representative and an impartial Chairman appointed jointly by the Employer and the Union, shall consider the grievance and render a decision which shall be final and binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this system and its decision shall be in accord with the system.

The Union shall post in appropriate places, where notices to employees and applicants are customarily posted, all provisions relating to the hiring arrangements set forth in this agreement.

Should an employer fail to comply with the provisions of Article II in its entirety it shall not constitute a violation of this agreement in refusing to furnish qualified workers for said Employer.

The Union agrees to request Laborers working for Employers signatory to this agreement to attend the Laborers' Training School when requested by the Employer. The Employers may specify courses which employees shall take.

## **ARTICLE IX - REPRESENTATION**

- A. The Contractor agrees to recognize the right of the Union to select from the working force on the job site a steward to act on behalf of the Union. A steward shall be required to do a full day's work.  
No steward shall be discriminated against or discharged for performing union duties.
- B. Authorized representatives of the Union shall have access at all projects provided, however, they report their presence to the contractor or one of their representatives on the job. There shall be no interruption of job progress.
- C. Employer shall have the right to make and revise from time to time safety working rules which are not inconsistent with the above or any other terms of this Agreement or with existing laws. Union agrees to cooperate in the enforcement of safety and working

rules. Any employee violation of these rules will be subject to disciplinary action. The Union shall be notified in writing of any safety and working rules.

- D. The furnishing of tools or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the Employer to furnish such equipment at no cost to the employee. Also, each Employer will furnish drinking water in clean containers and paper cups.

No employee shall be required to work unless above equipment and proper rain gear in foul weather is furnished.

- E. There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall be no restrictions imposed against the use of any types of machinery, tools, or labor saving devices. At the discretion of the Employer, employees may be changed from one classification to another within the jurisdiction of the Union. Each employee shall be paid at the highest rate worked for that work day.

- F. On sewer and water projects, the Employer may establish for a project or job a crew or crews known as a "composite crew" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their crafts jurisdiction as far as practicable and possible.

## **ARTICLE X – PAYDAY AND TERMINATION**

- A. The time the Laborer shall start at the shop or job site as per instruction of Employer and shall end at quitting time at the shop or job site as per instructions of Employer; however, the lunch period shall be excluded.
- B. The payday must be once each week. Employees are to be paid at the end of their regular shift, whether working in Employer's yard or in the field. When employees are laid off or discharged, they must be paid wages due within 48 hours or a check mailed to them postmarked within 48 hours. Termination slips must be furnished by the Employer, to employee and Union.

## **ARTICLE XI – HOURS OF WORK, OVERTIME & HOLIDAY PAY**

- A. When a single shift is worked, eight hours of work shall constitute a day's work, beginning on Monday through Friday of each week.
- B. The work day will be between the hours of 7:00 a.m. and 5:30 p.m. or as mutually agreed upon by the Employer and the Union.
- C. The work week shall begin on Monday and shall end on Friday, all hours worked by an employee in excess of eight hours per day Monday through Friday, and all hours worked on Saturday, shall be at the rate of time and one-half of straight time rate.
- D. A shift shall, for the purpose of this Agreement, mean one or more crews of men working on a prearranged schedule of hours other than the normal work day. Approved shifts shall not be classified at overtime rates. Where shifts are worked, the first shift shall work eight hours for 8 hours pay, and the second and third shift shall receive 8 hours pay for 8 hours work. Where shifts are worked, a \$2.00 per hour premium shall be paid on all second shift hours, and a \$2.25 per hour premium shall be paid on all third shift hours. Saturday 8:00 a.m. until Monday 8:00 a.m. shall not be included in shifts except at the established overtime rate. An employee shall not work more than one shift in any 24-hour period, except at overtime rates.  
The contractor agrees to notify the Union prior to commencing shift work.
- E. Work performed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day and Sundays shall be paid at double the straight time rate. If by National or State Law a holiday is to be celebrated on a day other than the traditional day, that day will be considered as the holiday rather than the traditional day for double time purposes.
- F. No work shall be performed on Labor Day, except in an emergency.
- G. No laborer shall work more than 5 hours without having a lunch period.
- H. The employer may schedule Saturday make-up work at the regular rate for work lost because of inclement weather or factors beyond the Employer's control, subject, however, to the provisions of Article IV. This shall not apply for shift work.
- I. An employee will not be discharged or disciplined for refusing to work a make-up day on Saturday.
- J. Four (4) ten-hour days at the straight time rate can be used if agreed upon at the pre-job conference.

- K. Coffee Break. Employers will not object to an Employee taking a coffee break in the morning if such break does not cause loss of work time in excess of ten (10) minutes. The coffee shall be taken from the Employee's own container and shall be restricted to close proximity to the Employee's place of work on the jobsite. The Employer shall regulate the number of Employees who shall take this break at any one time and when the time shall be.

If another trade signatory with the Contractor that is working on the project that day receives an afternoon coffee break during a shift of ten hours or more, then Laborers' shall receive an afternoon coffee break as well. The rules governing the morning coffee break shall apply.

## **ARTICLE XII – REPORTING TIME PAY**

All employees shall receive show-up time in the amount of two (2) hours, if not put to work, except in case of inclement weather or machinery breakdown. Employees shall be required to remain on the job to qualify for the two (2) hours pay and shall also be paid for all time that they are requested, by the contractor, to remain on the Job.

## **ARTICLE XIII – GRIEVANCE & ARBITRATION**

- A. A grievance must be filed in writing by either the Employer or the Union within thirty (30) days of the date of the occurrence of the grievance.
- B. (1) Grievances are to be submitted to a grievance committee before submission to the WERC. If the grievance committee cannot resolve the grievance, the grievance will then be submitted to the WERC per section (2). The Employer and Union shall each have three (3) representatives on the grievance committee which shall meet within thirty (30) days of the grievance. The Business Manager shall be part of the grievance committee and shall appoint the other two union committee members, which shall not include a member of the local union filing the grievance.
- (2) If no resolution is reached at the grievance committee, all grievances, disputes for complaints of violations of any provisions of this agreement shall be submitted to final and binding arbitration by an arbitrator appointed by the WISCONSIN EMPLOYMENT

RELATIONS COMMISSION. Notice of the grievance dispute shall be given to the Employer or as applicable to the Local Union involved, at least two days before serving of the demand of the arbitration in order to permit efforts to adjust the matter without litigation. The arbitrator shall be a member or staff member of the Wisconsin Employment Relations Commission. The arbitrator shall have sole and exclusive jurisdiction to determine the arbitrability of such dispute as well as the merits thereof. Written notice by certified return receipt of a demand for arbitration shall be given to the Contractor and Employer or as applicable to the Local Union involved. The Contractor and Employer as the case may be, shall agree in writing within seven (7) days to arbitrate the dispute.

(3) Both parties shall cooperate to have the case heard by an arbitrator within seven (7) calendar days of the written agreement to arbitrate, provided an arbitrator is available. The arbitrator shall have the authority to give a bench decision at the close of the hearing, unless he shall deem the issues to be unusually complex and thereafter he shall reduce the award to writing. Grievances over discharge or suspension shall be filed not later than ten (10) calendar days after the matter is brought to the attention of the Business Representative of the Union.

- C. In the event the arbitrator finds a violation of the agreement he shall have the authority to award back pay to the grievant in addition to whatever other or further remedy may be appropriate.
- D. In the event a Contractor or the Union does not agree to arbitrate the dispute within seven (7) days or does not cooperate to have the case heard within seven (7) days after the written agreement to arbitrate or does not comply with the award of the arbitrator, the other party shall have the right to use legal and economic recourse.
- E. All expenses of the arbitration except attorney's fees shall be shared equally by the Union and Contractor involved.

#### **ARTICLE XIV - MISCELLANEOUS**

- A. Rest Period. In order to reduce the disputes that have arisen in the past, the Employer will not object to an employee taking a coffee break in the morning, not to exceed ten (10) minutes. The coffee shall be taken from the employee's own container and shall be restricted to close proximity to the employee's place of work on the job site.

- B. Call in Time. Any Employer that requests a part time employee from the hall, shall guarantee that employee at least four (4) hours of work.
- C. Unemployment Compensation and Worker's Compensation. Every Employer must provide Wisconsin Unemployment Compensation and Wisconsin Worker's Compensation on his employees.
- D. Picket Line. The Employer shall not request or instruct an employee to go through a picket line of the Union. The refusal of any employee to enter and to do work in a place where a strike or lockout is in force shall not be deemed to be a violation of this Agreement and not justification for discharge.
- E. No member of the firm shall replace a laborer on the job unless he carries a laborers' card.
- F. The Employer must reimburse any employee who has paid his filing fee for a restricted journeymen plumbers license within 90 days after the employee has presented evidence of payment to the Employer and providing that the employee does not quit the Employer during the 90 day period.
- G. Prevailing Wage Reports. Contractor agrees to exercise a good faith effort to fill out all Federal and State Wage Determination Request Forms which may be sent to them and furnish the Union a copy of the same.
- H. Insubordination, as used on the Notice of Termination Form in the Code of Conduct, shall include a violation of an owner-mandated rule, a violation of a contractor's written safety rule or an intentional refusal to follow a direct order from management.
- I. At the Union's discretion, a contractor may be declared ineligible for Market Recovery Funds if they have not submitted a Prevailing Wage Survey to the Wisconsin Department of Workforce Development.
- J. In order to maintain eligibility for employment all Wisconsin Laborers' District Council members must receive OSHA 10 or OSHA 30 training at least every five years. This provision shall become enforceable effective May 31, 2017. After May 31, 2017, new employees and apprentices shall comply with this provision within one (1) year. Additionally, as a condition of being hired, rehired or working of any Employer who is bound by this Agreement, it is a necessary qualification that the individual complete 8 hours/year of training related to their trade, as well as maintaining OSHA 30



certification. Such training is to be provided by the Wisconsin Laborers' Apprenticeship and Training Fund.

## **ARTICLE XV – WI LABORERS' APPRENTICESHIP & TRAINING FUND**

- A. For all hours worked by any employee covered by this agreement, the employer shall contribute the amount stated in (Schedule B) per hour to the Wisconsin Laborers' Apprenticeship & Training Fund.
- B. Payments to the Apprenticeship & Training Fund are to be made at the end of each month, but not later than the 15th day of the following month, after which the payments will be considered delinquents. Payment for WI Laborers' Apprenticeship & Training Fund is to be made out to: WI Laborers' Fringe Benefit Funds and mailed to WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844. In the event that an employer becomes delinquent in his/her payment to the Fund, it shall be assessed liquidated damages or other penalties as provided for in the trust document or other policy duly adopted by the Trustees of the Fund.
- C. The Association and the Union, and all Employers covered by this Agreement, agree to be bound by all the terms of the Trust Agreements creating the Wisconsin Laborers' Apprenticeship & Training Fund, and by all the actions and rules of the Trustees administering such Apprenticeship & Training Fund in accordance with the Trust Agreements and regulations of the Trustees, provided that such Trust Agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts all succeeding Trustees as will be appointed under and in accordance with the Trust Agreements. Such Employer hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.
- D. **Apprenticeship** – See Apprenticeship Attachment (Schedule A)

## **ARTICLE XVI – HEALTH FUND**

During the life of this Agreement each Employer covered by this Agreement shall pay the designated amount for each hour worked by all employees covered by this Agreement to the

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

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

## **ARTICLE XVII - PENSION**

During the life of this Agreement, each Employer covered by this Agreement shall pay the designated amount for each hour worked by all employees covered by the Agreement to the WI Laborers' Fringe Benefit Funds. Payment to such Pension Fund is to be sent to WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844

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

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

The parties signatory to this Agreement shall expressly instruct the Trustees of the Wisconsin Laborers' Pension Fund to make decisions to ensure the fund is fully funded, and without unfunded liability, as soon as practicable. Additionally, the parties signatory to this Agreement shall expressly instruct the Trustees to explore the implementation of alternative retirement strategies in an effort to guard against the accrual of future unfunded liability, and to attract new members and contractors.

## **ARTICLE XVIII – VACATION AND/OR WORKING DUES**

In all areas covered by this Agreement where a Vacation Plan exists in the Building Agreement, the same Agreement shall be in effect for the Contractors signed to this Agreement.

Out of any bonafide Vacation Plan, one dollar and eighteen cents (\$1.18) per hour will be deducted as Vacation and/or Working Dues and mailed to WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844

Contributions and deductions can be paid with one check made out to WI Laborers' Fringe Benefit Funds.

The Union shall furnish the Contractor, within seven (7) days, with a copy of any employee's voluntary written authorization for checkoff of dues, including for those employees for whom the Contractor has already been making such deduction(s). Failure of the Union to submit a copy of such authorization shall relieve the Contractor of any obligation to make a deduction hereunder. The provisions of this section are enforceable to the extent permitted by law.

**Indemnification.** The Union hereby agrees to protect, defend, indemnify and hold harmless any contractor who is part to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees up to \$250 per hour) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by any person or governmental agency that may arise out of or by reason of action taken by any Contractor in agreeing to and complying with the provisions of Article XVIII. The parties shall mutually agree upon the selection of the attorney.

## ARTICLE XIX – WAGE RATES

### AREA 3- DANE & DOUGLAS COUNTIES

CLASSIFICATIONS	INCREASE	BASE WAGE	HEALTH	PENSION	VAC/WORKING DUES	APPRENTICESHIP & TRAINING	LECET	TOTAL PKG	IAP/CA**	DRUG PROGRAM
General Laborer	\$1.41	\$29.51	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.78	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Foreman	\$1.41	\$32.51	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$49.78	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Miner & Laser Operator	\$1.41	\$30.06	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$47.33	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Pipelayer	\$1.41	\$30.46	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$47.73	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Bottomman	\$1.41	\$29.81	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$47.08	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Flagperson, Watchperson	\$1.41	\$27.31	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$44.58	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Machine and Equipment Operator, Sheeting Formsetting, Patch Finisher, Joinsawer, Gunnite Man, Manhole Builder, Welder, Torchman, Blaster, Caulker Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic jacking of shield drivers, Mining Machine, Lock Tenders, Mucking Machine Operators, Motor Men and Gauge Tenders, as well as the operation of incidental mechanical equipment and all power driven tools.	\$1.41	\$29.71	\$8.40 \$8.15 Health \$0.25 HRA	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.98	**\$0.10	**\$0.01

For all tunnel work under compressed air 0-15 lbs - add one dollar (\$1.00) to each classification

For all tunnel work under compressed air 15-30 lbs - add two dollars (\$2.00) to each classification

For all tunnel work over 30 lbs - add three dollars (\$3.00) to each classification

**AREA 4- BAYFIELD, BURNETT, IRON, SAWYER & WASHBURN COUNTIES**

CLASSIFICATIONS	INCREASE	BASE WAGE	HEALTH	PENSION	VAC/WORKING DUES	APPRENTICESHIP & TRAINING	LECET	TOTAL PKG	IAP/CA**	DRUG PROGRAM
General Laborer	\$1.41	\$29.16	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.43	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Foreman	\$1.41	\$32.16	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$49.43	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Miner & Laser Operator	\$1.41	\$29.71	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.98	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Pipelayer	\$1.41	\$30.11	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$47.38	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Bottomman	\$1.41	\$29.46	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.73	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Flagperson, Watchperson	\$1.41	\$27.10	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$44.37	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Machine and Equipment Operator, Sheeting Formsetting, Patch Finisher, Joinsawer, Gunnite Man, Manhole Builder, Welder, Torchman, Blaster, Caulker Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic jacking of shield drivers, Mining Machine, Lock Tenders, Mucking Machine Operators, Motor Men and Gauge Tenders, as well as the operation of incidental mechanical equipment and all power driven tools.	\$1.41	\$29.36	\$8.40 \$8.15 Health \$0.25 HRA	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.63	**\$0.10	**\$0.01

For all tunnel work under compressed air 0-15 lbs - add one dollar (\$1.00) to each classification

For all tunnel work under compressed air 15-30 lbs - add two dollars (\$2.00) to each classification

For all tunnel work over 30 lbs - add three dollars (\$3.00) to each classification

**AREA 5- BALANCE OF STATE**

CLASSIFICATIONS	INCREASE	BASE WAGE	HEALTH	PENSION	VAC/ WORKING DUES	APPRENTICESHIP & TRAINING	LECET	TOTAL PKG	IAP/ CA**	DRUG PROGRAM
General Laborer	\$1.41	\$29.26	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.53	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Foreman	\$1.41	\$32.26	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$49.53	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Miner & Laser Operator	\$1.41	\$29.81	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$47.08	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Pipelayer	\$1.41	\$30.21	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$47.48	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Bottomman	\$1.41	\$29.56	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.83	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Flagperson, Watchperson	\$1.41	\$27.41	\$8.40	\$8.50	*\$-1.18	\$0.30	\$0.07	\$44.68	**\$0.10	**\$0.01
			\$8.15 Health \$0.25 HRA							
Machine and Equipment Operator, Sheeting Formsetting, Patch Finisher, Jointsawer, Gunnite Man, Manhole Builder, Welder, Torchman, Blaster, Caulker Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic jacking of shield drivers, Mining Machine, Lock Tenders, Mucking Machine Operators, Motor Men and Gauge Tenders, as well as the operation of incidental mechanical equipment and all power driven tools.	\$1.41	\$29.46	\$8.40 \$8.15 Health \$0.25 HRA	\$8.50	*\$-1.18	\$0.30	\$0.07	\$46.73	**\$0.10	**\$0.01

For all tunnel work under compressed air 0-15 lbs - add one dollar (\$1.00) to each classification  
 For all tunnel work under compressed air 15-30 lbs - add two dollars (\$2.00) to each classification  
 For all tunnel work over 30 lbs - add three dollars (\$3.00) to each classification

All contributions and deductions can be paid with one check and sent to: **WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844**

Upon a thirty (30) day written notice on or before June 1, 2018 and each calendar year thereafter of this Agreement, it is the optional decision of the Wisconsin Laborers' District Council to provide additional contributions out of the negotiated increase to the WI Laborers' Health Fund, WI Laborers' Vacation and/or Working Dues Fund, and WI Laborers' Apprenticeship and Training Fund. Pension contributions can be raised if approved by the Trustees.

Any wage paid above the collectively bargained rate for each classification is premium pay, and is determined at the sole discretion of the Employer.

## **ARTICLE XX – LABORERS' JURISDICTION & SCOPE OF AGREEMENT**

- A. Definition of Public Works Construction includes the construction, excavation, installation, maintenance or repair of sewer and water mains, laterals, systems, curb and gutters, sidewalks, streets, shafts, tunnels, landscaping, appurtenances and related work.
- B. That which has been claimed to be the jurisdiction of the Laborers' International Union is as follows:

### **LABORERS' JURISDICTIONAL WORK**

**TENDERS:** Tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, trucks, skid loaders, or other motorized units used for such purpose, including forklifts. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation. Drying of plaster, concrete, mortar or other aggregate,

when done by salamander heat or any other drying process. Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building construction area. The general cleanup, including sweeping, cleaning, washdown, and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas. The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

SCAFFOLDS: Erection, planking and removal, of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging over fourteen (14) feet in height or specially designed scaffolds are built by carpenters, laborers shall tend said carpenters on erection thereof. The dismantling of said scaffolds, as well as preparation for foundation of mudsills for said scaffolds and maintenance of same, shall be done by Laborers.

EXCAVATIONS AND FOUNDATIONS – SITE PREPARATION AND CLEARANCE – TRANSPORTATION AND TRANSMISSION LINES: Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site: installation of temporary lines. Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables. On-Site preparation and right-of-way for clearance for construction of any structures or the installation



of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choke setters, off bearers, lumber and handlers and all laborers connected with onsite portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean up of right-of-way, including tying on signaling, staking of brush, trees, or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sandbags, handling timber and loading and unloading of same.

#### CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES:

Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupled of all connections and parts of, or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts, and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding, or screeding, by hand or mechanical means to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water, Concrete Specialist. The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods; the loading, unloading, carrying, distributing,

cutting, laying and meshmucking of all mesh and materials for use in reinforcing concrete construction. The hoisting of rods, mesh, and other materials, except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, foundations for engine and machinery beds. The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all arch work. The moving, cleaning, oiling, and carrying of all forms to the next point of erection. The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi-skilled work connected therewith.

**STREETS, WAYS AND BRIDGES:** Work in excavation, preparation, concreting asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls, and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing or reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all precast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.: Cutting of streets and ways for laying of pipes, cables, or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying of all materials; concreting, backfilling, grading, and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons, by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

SHAFTS AND TUNNELS, SUBWAYS AND SEWERS: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering and re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats, or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for tremie work over water on caissons, piling, abutments, etc. Excavation, gradings, grade preparation and landscaping of approaches. Installation of pipe, grating and grille work for drains or other purposes. Installation of well points or any other dewatering system. All grouting, grout machines, tuggers, drills (track or wagon), forklifts, locomotives, mucking

machines, all boring machines, setting of all well points, welding and welding machines, and all drills (whether hand or mechanically operated).

COMPRESSED AIR OR FREE AIR: In compressed air, all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction; including, but not limited to, groutmen, trackmen, blasters, shield drivers, miner's brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pick men, nippers, chucktenders and cable tenders, vibratormen, jetgun men, gunnite nozzle men, gun men, rebound men and all other work connected therein.

SEWERS, DRAINS, CULVERTS AND MULTIPLATE: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing; breaking of concrete backfilling, tamping, re-surfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers, or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

**UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING:** Underpinning, lagging, bracing, propping and shoring, raising, and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

**DRILLING AND BLASTING:** All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

**SIGNAL MAN:** Signal men on all construction work defined herein, including traffic control signalmen at construction sites.

**GENERAL EXCAVATION AND GRADING:** The clearing excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, guide markers, etc.

**FACTORIES:** All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of material in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

**GENERAL:** Material yards, junkyards, asphalt plants, concrete product plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines. All maintenance work and work of an unskilled and semi-skilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

**PITS, YARDS, QUARRIES, ETC.:** All drillers, blasters and/or powdermen, nippers, signal men, laborers in quarries, crushed stone yards, gravel and sand pits and other similar plants including temporary and portable batching plants.

**WRECKING:** The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap where removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junkyards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean up, removal of debris, burning, backfilling, and landscaping of the site of wrecked structure.

**RAILROAD TRACK WORK:** Right-of-way clearance as described above, excavating, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Construction and/or relocation of main lines, shoe flies, sidings, gradings, crossings, relocating of pipes, drainage and culverts connected with same and removal and replacing of all fences.

**STUDIO UTILITY EMPLOYEES:** All such work as herein described as may be pertinent to any part of the operation of Motion Picture and other related types of studios.

USE OF TOOLS: Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.

SOIL NAILING, Soil Retention and Tie-Backs.

MISCELLANEOUS: All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

### **ARTICLE XXI – DEEP TUNNEL WORK**

- A. Deep tunnel work shall be defined as work performed under compressed air circumstances in an underground passage which is more than thirty-five feet (35 ft.) below the access passage measured from the top of the passage to the top of the tunnel, the length of which is at least five hundred feet (500 ft.) long.
- B. Notwithstanding Article V, Subcontracting Clause, and Article VI, Foreman, when performing deep tunnel work, contractors, shall:
  - 1. Only subcontract work in the deep tunnel to an employer who has signed or is covered by a written labor agreement with this union. In no event will this subcontracting clause be enforced through economic action.
  - 2. When four (4) or more bargaining unit employees are working in the deep tunnel, a non-working foreman shall be employed. The foreman shall be a member of the local union unless the union cannot furnish a duly qualified foreman, in which case the employer is at liberty to procure the foreman from any source.

### **TUNNEL AND PIPE JACKING SECURITY**

It is agreed that starting thirty (30) days prior to the expiration of this Agreement, all contractors having compressed air tunnel work and pipe jacking work then in progress will give weekly written notification to the Union, the Association and the Municipality of the status of such work.

The Union agrees that in the event of a work stoppage after the expiration of this Agreement, it will give five (5) working days written notice of such proposed work stoppage to all contractors having "compressed air" tunnels and pipe jacking work in progress.

Upon the receipt of such notice, the contractor shall not construct and extend such "compressed air" tunnel beyond the tunnel face reached at the end of the workday on which such notice was received, pipe jacking will proceed until it is completed.

All construction necessary to maintain safe conditions in or about such "compressed air" tunnel job site and pipe jacking work shall thereafter continue, notwithstanding such work stoppage otherwise in effect, until such time that the Union, the Contractor and the Municipality or other owner have reached an understanding that "compressed air" tunnel site and pipe jacking job site is considered "safe" and capable of being shut down.

## **ARTICLE XXII – INDUSTRY ADVANCEMENT PROGRAM**

- A. 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 amounts specified below per hour for all hours worked. 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 to the IAP/CA Fund are to be made out to: WI Laborers' Fringe Benefit Funds and mailed to WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844 Effective June 4, 2018 the hourly contribution rate shall be ten cents (\$.10) per hour.
- B. The IAP/CA Fund assets may be utilized for the purposes and uses contemplated by the IAP/CA Fund 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.

The Employer contributions required by this Article shall not be referred to or considered as wage or fringe benefit payments.



- C. In the event an Employer becomes delinquent in making payments to the IAP/CA Fund, and after the IAP/CA Board of Directors has advised the delinquent Employer in writing of said delinquency and that anticipated and actual damages are difficult or incapable of accurate ascertainment, Employer may be assessed by the IAP/CA Board of Directors, as liquidated damages, twenty (20) percent of delinquent payments and delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1.5%) per month on the delinquent balance (including past due liquidated damages, if any). In the event that the IAP/CA Board of Directors refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.
- D. The IAP/CA Board of Directors may, for the purpose of collecting any payments required to be made to the IAP/CA Fund, including damages and costs, and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.
- E. Each Employer who is required to make payments to the IAP/CA Fund pursuant to Article XXII (A) shall promptly furnish to the IAP/CA Board of Directors, or to its authorized agents, on demand, all necessary employment, personnel and payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the IAP/CA Fund and for no other purpose. The IAP/CA Board of Directors, or its authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Board of Directors, or its authorized agents, in connection with the proper administration of the IAP/CA Fund.
- F. Any contractor not represented by the Association in negotiations may elect by writing notification to the Union, to the AGC of Wisconsin and to the Apprenticeship and Training Fund that it will not contribute to the IAP/CA Fund. If the contractor makes such an election, the contractor shall contribute an amount equal to the IAP/CA

contribution per hour to the Apprenticeship and Training Fund that shall be above and beyond the requirements of Schedule B.

- G. Indemnification. The Employer negotiating agent hereby agrees to protect, defend, indemnify and hold harmless the District Council and its affiliated Local Unions against any and all loss, damages, costs and expenses and against, of and from any actions, demands, claims and all causes of action or other forms of liability arising out of this CA article. Each party shall be responsible for their own attorney's fees.

## **ARTICLE XXIII – CONSTRUCTION TRADES SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM**

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

## **ARTICLE XXIV – LIGHT DUTY**

- A. Work Related Injury. If available and at the option of the Employer, an Employee who has suffered an on the job injury may be offered light duty work, which may include bargaining unit work, based on the following conditions:
1. The Employee has been released for light duty work by the treating physician and,
  2. The available work is within the limitations of the treating physician's release.

The rate of pay for light duty work shall be on an hourly basis and computed at 50% of the Employee's base wage. The light duty rate shall only apply to non-prevailing wage projects. The entire fringe benefit package will be paid for all hours worked. In addition, the employee may receive Worker's Compensation temporary partial

disability payments. Refusal of a reasonable offer of work may jeopardize the continued collection of benefits in accordance with State of Wisconsin Law.

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

In no case will the Employee be compensated at the light duty rate for more than six (6) months from the initial return to work on a light duty basis. At the end of the six month period, the Employee either returns to full pay or full worker's compensation.

B. Non-Work Related Injury. If available and at the option of the Employer, an Employee who is receiving disability payments from the Health Fund may be offered light duty work, which may include bargaining unit work, based on the following conditions:

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

The rate of pay for light duty work shall be on an hourly basis and computed at 50% of the Employee's base wage plus loss of time benefit at the full amount, subject to limitations set forth in the Trust Agreement. The entire fringe benefit package will be paid for all hours worked.

In no case will the Employee be compensated at the light duty rate for more than six (6) months from the initial return to work on a light duty basis.

## **ARTICLE XXV – EMPLOYEE INFORMATION**

The Employer and the Union agree to the formation of a Labor-Management Committee to create and administer a program to track, store and disseminate employee data, including an Employee's training history, apprenticeship history, drug testing or other information agreed to by the parties. The Labor-Management Committee shall be vested with the authority to establish what information may be collected and other necessary rules to administer and fund the program. All decisions on what information may be included must be decided by a unanimous vote for acceptance by all of the trades involved.

Within seven (7) days after the Employer hires an employee to perform work covered by this Agreement, the Employer shall provide the Local Union, in which work is being performed, by email the following information: (1) the employee's full name; (2) the employee's home address; (3) the employee's telephone number; (4) the employee's email address; and (5) the employee's most recent job site location. However, should an Employer's failure to notify within seven (7) days be the result of clerical error or inadvertent act, it shall not be grievable nor shall the Employer be subject to any monetary penalty or damages.

### **ARTICLE XXVI – MOST FAVORED NATION**

Should the Union enter into a written Agreement(s) with any other employer or association that provides more favorable wages and/or terms and conditions of employments, then the parties agree that the Contractors that are bound by this Agreement may utilize the more favorable wages and/or terms and conditions of employment immediately. This Article XXVI shall only apply to work covered by this Agreement.

## SCHEDULE A - APPRENTICESHIP

- A. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall enter the Apprenticeship Program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.
  
- B. The Apprenticeship and Training Standards approved by The Wisconsin Department of Industry, Labor and Human Relations, Bureau of Apprenticeship Standards are hereby incorporated by reference as part of this Agreement.
  
- C. Wage Progression – An Apprentice will not progress to next pay scale until the minimum required Paid Related Instruction (PRI) hours have been successfully completed in accordance with the chart below

Hours (OJT)	Paid Related Instruction	(PRI) Percentage
1 - 1000		80% of General Laborers
1001 - 2000	N/A	85% of General Laborers
2001 - 3000	w/ a minimum of 125 hours of PRI	90% of General Laborers
3001 - 4000	w/ a minimum of 250 hours of PRI	95% of General Laborers
4400	4000 OJT hours + 400 PRI hours	100% of General Laborers

(Must complete 4000 hours on the job and a minimum of 400 classroom hours for the 100% of General Laborers pay rate.)

- D. The Employer may pay a higher rate at their option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

- E. The Employer shall pay an Apprentice the full Health & Welfare benefit package as described in this contract. Pension contribution for Apprentices shall be \$1.00 per hour less than a Journey Worker.
- F. Entry into the Apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC.
- G. Employers participating in the Apprenticeship Program may accept Apprentices for employment who can provide evidence of DWD approval and a current letter of eligibility.
- H. An Employer who only employs one Journeyperson may employ one Apprentice. This one (1) Apprentice to one (1) Journeyperson ratio is known as the "Initial Ratio."

After the Initial Ratio, an employer can then employ (1) Apprentice for every two (2) Journeypersons employed, up to a ratio of nine (9) Apprentices to seventeen (17) Journeypersons. For example:

- An Employer can employ two (2) Apprentices if it employs three (3) Journeypersons;
- An Employer can employ three (3) Apprentices if it employs five (5) Journeypersons;
- An Employer can employ four (4) Apprentices if it employs seven (7) Journeypersons;
- An Employer can employ five (5) Apprentices if it employs nine (9) Journeypersons;
- An Employer can employ six (6) Apprentices if it employs eleven (11) Journeypersons;
- An Employer can employ seven (7) Apprentices if it employs thirteen (13) Journeypersons;
- An Employer can employ eight (8) Apprentices if it employs fifteen (15) Journeypersons;
- and
- An Employer can employ nine (9) Apprentices if it employs seventeen (17) Journeypersons.

After the 9:17 ratio is reached, the ratio shall be one additional Apprentice for every five (5) Journeypersons employed. For example, an Employer can employ ten (10) Apprentices if it employs twenty-two (22) Journeypersons, and eleven (11) Apprentices if it employs twenty-seven (27) Journeypersons; etc.

- I. The employer may hire new applicants directly without resort to the Apprenticeship program but must pay the regular journeyman rate.





This Agreement shall become effective on the 1st day of June, 2018 and shall continue in force until midnight, May 31, 2020.

If a change is desired by either party to this Agreement, a written notification shall be given at least sixty (60) days before the expiration date, otherwise the Agreement shall continue in force and effect from year to year.

In Witness whereof, the parties have hereunto set their hands and their seals as of this 1<sup>st</sup> day of June, 2018.

FOR THE UNION:



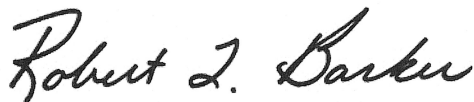
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JOHN SCHMITT

President / Business Manager

Wisconsin Laborers' District Council

FOR THE EMPLOYER:



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ROBERT L. BARKER

Executive Vice-President

Associated General Contractors of Wisconsin, Inc.

## **ASSUMPTION OF AGREEMENT**

The undersigned Contractor hereby assumes and agrees to accept and abide by all the terms and conditions of this 2018-2020 Labor Agreement (hereinafter called 66 County Laborers' Agreement) during the life of this Laborers' Agreement and be bound by the same in its entirety.

It is further specifically understood that all conditions of employment in the individual operation of the undersigned contractor relating to wages, fringe benefits, hours of work, general working conditions or work assignments shall be maintained at no less than the highest standards in effect at the time of signing this agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made in said Laborers' Agreement.

This agreement shall be effective June 1, 2018 and shall continue in full force and effect until Midnight May 31, 2020.

If a change is desired by either party to this Agreement, a written notification shall be given at least sixty (60) days but no more than ninety (90) days prior to the expiration date, (May 31, 2020) otherwise this agreement shall continue in force and effect from year to year thereafter unless terminated by written notice given by either party to the other not less than sixty (60) days prior to such expiration date, or any anniversary thereof.

Stated at \_\_\_\_\_, Wisconsin,

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**FOR THE CONTRACTOR:**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

By: \_\_\_\_\_  
Name of Representative, and Title

**WISCONSIN LABORERS' DISTRICT COUNCIL**

\_\_\_\_\_  
Name of Representative, Title and Local Union #

Address: \_\_\_\_\_  
Street City State Zip

# WISCONSIN LABORERS' LOCALS

## LOCALS THAT HAVE JURISDICTION UNDER THIS AGREEMENT

### **WI LABORERS' DISTRICT COUNCIL**

4633 LIUNA Way, Suite 101  
DeForest, WI 53532  
John Schmitt, Pres./Bus. Manager  
Phone: 608/846-8242  
Fax: 608/846-5460

### **LABORERS' LOCAL #268**

2233 Birch Street  
Eau Claire, WI 54703  
Brian Dehnhoff, Business Manager  
Phone: 715/835-5001  
Fax: 715/835-4098

### **LABORERS' LOCAL #330**

886 W. Airport Rd.  
Menasha, WI 54952  
Tony Marcelle, Business Manager  
Phone: 920/722-2104  
Fax: 920/722-2105

### **WI LABORERS' TRAINING CENTER**

4633 LIUNA Way, Suite 100  
DeForest, WI 53532  
Phone: 608/846-5764  
Fax: 608/846-3862

### **LABORERS' LOCAL #140**

2771 George Street  
La Crosse, WI 54603  
Clark Jensen, Business Manager  
Phone: 608/788-1095  
Fax: 608/788-6082

### **LABORERS' LOCAL #464**

1438 N. Stoughton Road  
Madison, WI 53714  
James Foye, Business Manager  
Phone: 608/244-6400  
Fax: 608/244-6540

### **WI LABORERS' HEALTH & PENSION FUND**

4633 LIUNA Way, Suite 201  
DeForest, WI 53532  
Phone: 800/397-3373  
Phone: 608/846-1742  
Fax: 608/846-3192

