

**HEAVY AND HIGHWAY  
CONSTRUCTION AGREEMENT**

**BETWEEN THE**

**WISCONSIN TRANSPORTATION  
EMPLOYERS' COUNCIL**

**AND THE**

**WISCONSIN LABORERS'  
DISTRICT COUNCIL**

**AND ITS AFFILIATED LOCAL UNIONS  
LABORERS' LOCAL #113, Milwaukee  
LABORERS' LOCAL #140, La Crosse  
LABORERS' LOCAL #268, Eau Claire  
LABORERS' LOCAL #330, Menasha  
LABORERS' LOCAL #464, Madison  
LABORERS' LOCAL #1091, Duluth, MN**

**EFFECTIVE JUNE 1, 2021 TO MAY 31, 2024**

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# **HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>th</sup> day of June, 2021, by and between the **WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL** (hereinafter called the Employers or Contractors) as a party of the first part, and the Wisconsin Laborers' District Council (hereinafter called the Union) as party of the second part.

## **WITNESSETH**

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

### **ARTICLE I Recognition, Assignment, Scope, Coverage, Entirety And Definitions of Agreement**

#### **Recognition**

The Employer and the Contractor hereby recognize the Union as the sole and exclusive bargaining unit. The bargaining unit shall consist of all Laborers as now or here after classified in ARTICLE IV (Jurisdiction and Classification) performing work within the scope and coverage of this agreement.

#### **Assignment**

The Contractor hereby assigns all work to be performed in the categories described in ARTICLE IV (Jurisdiction and Classification) and incidental thereto to employees in the bargaining unit covered by this agreement.

#### **Scope**

This agreement shall apply throughout the State of Wisconsin.

#### **Coverage**

This agreement shall cover all highway and heavy construction work included in contracts awarded by the State of Wisconsin Department of Transportation, all work performed for any authority supervised by said Department of Transportation, airport work (exclusive of buildings).

## **Entirety of Agreement**

This agreement represents the entire written contract between the parties and supersedes any previous agreements, supplements, riders or addenda, whether written or verbal. Neither the Union, the Contractor, or the Employer shall have the right to add to, subtract from or change the terms of the agreement without the mutual written consent of all parties hereto.

## **Definitions**

1. "Airport Construction" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields, but shall not include the construction of buildings, sewers, tunnels, water mains or any other utilities.
2. "Employees" shall include only those persons employed by the Contractor coming within the jurisdiction of Laborers' International Union of North America and specifically set forth in ARTICLE IV (Jurisdiction and Classification) and incidental thereto.
3. The "Contractor", where used in this agreement, means any Contractor or Subcontractor who is a member of the Wisconsin Transportation Employers Council, who is engaged in highway construction work anywhere in the State of Wisconsin which comes under the jurisdiction of the Unions. The word "Contractor" also means any signatory independent Contractor not a member of the Association or Council.

## **ARTICLE II**

### **Union Security/Recognition Clause**

1. All present employees of the Contractor covered by this agreement who are members of the Union as of the date of execution of this agreement shall, as a condition of continued employment with said Contractor, maintain membership during the life of this agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union, as a condition of acquiring or maintaining membership. All present employees of the Contractor covered by this agreement who are not members of the Union and all employees of the Contractor covered by this agreement shall become members of the Union within eight (8) days following the date of this agreement, or within eight (8) days following the commencement of such employment, whichever is later, and shall, as a condition of continued employment with said Contractor, maintain membership during the life of this agreement to the extent of tendering the periodic dues and initiation

fees uniformly required by the Union as a condition of acquiring or maintaining membership; provided however, that such membership in the Union is available to such 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 employees to tender their periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

When a Business Manager or Field Representative of a local Union comes in contact with a Laborer who has not yet joined the Union, he/she may sign that employee to the necessary paperwork to become a Union member. This is to be allowed at any point of employment but the papers will be held until the eighth day of employment and then processed.

2. Upon written notice from the Union advising that an employee covered by this agreement has failed to maintain membership in the Union in good standing as covered above, by payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.
3. The Contractor shall not discharge or cause an employee to lose any work for failure to maintain membership in good standing under this Article, except upon written notice from the Business Representative of the Union as set forth herein.
4. All employees upon hiring shall be notified of the membership provision of the Union Security clause.
5. The Employer acknowledges that the Union has submitted proof, in the form of signed authorization cards, that the Union represents a majority of the Employer's employees in the job classifications included in the appropriate bargaining unit covered by the Heavy and Highway Construction Agreement between the Laborers' District Council and Wisconsin Transportation Employers' Council.

Based on such showing, the Employer, therefore, voluntarily agrees to recognize and hereby does recognize the Union as the exclusive collective bargaining agent for all such employees within such bargaining unit as provided in Section 9(a) of the National Labor Relations Act. The Employer waives any right it may have to an NLRB election to confirm the majority status of the Union.

6. This Article shall only be enforceable where permitted by applicable law.
7. The Union agrees to protect, defend, (including providing the legal defense), indemnify and hold harmless any Employer who is bound by this Agreement against any loss, damages and costs and against any actions, demands, claims or other forms of liability asserted by any person or government agency that may arise out of or by reason of action taken by any such Employer in agreeing to and or complying with the Union Security Provision of this Agreement.
8. In the event that there is a legal challenge by any person or government agency or any objection by an employee to the application of this Article, the parties will meet and discuss, prior to any requirement to take any type of action, in order to adequately address the Employer's liability and/or expense concerns.

### **ARTICLE III Subcontracting**

1. **UNION SUBCONTRACTOR:** The Contractor agrees that, while subletting or contracting out work covered by this agreement which is to be performed within the geographic coverage of this agreement at the site of the construction, alteration, painting or repair of a highway, building structure or other work, he will sublet or contract out such work only to a subcontractor who has signed, or is otherwise bound by, a written labor agreement entered into with the Union.
2. **SUBCONTRACTING:** 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 agree upon a solution, which may include a Project Agreement.
3. The Trustees of each of the Trust Funds established by this collective bargaining agreement, through their administrators, shall furnish the

Wisconsin Transportation Employers Council and the Union a list of delinquent employers each month.

In the event a Contractor subcontracts work to a listed delinquent subcontractor, the Employer shall withhold sufficient funds to satisfy the required hourly contributions on that project and shall pay these sums to the Trust Funds.

#### **ARTICLE IV Jurisdiction and Classification**

1. The Contractor agrees to respect the jurisdiction, rules and agreement of the Union under this agreement and shall not direct or require its employees or persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the Laborers in said unit.
2. All Laborers employed under this agreement shall be classified in accordance with classifications hereto attached and recognized and approved by the Department of Workforce Development (DWD) and/or the United States Secretary of Labor, and work incidental thereto, and no other classification of labor of any kind will be recognized. Any question relative to the classification of a Laborer will be settled by the Employer and the Union involved, and if they are unable to reach a mutual decision, then the matter shall be referred to the final step of the grievance procedure in Section 2, ARTICLE VI.
3. The handling of all materials to point of erection and final stripping shall be the assigned work of the Laborer.
4. Laborers' Jurisdictional Claims: Laborers also working Heavy and Highway industries if let by WI D.O.T. Heavy industries include projects like dams, waste water treatment facilities and tunnel construction. Highway construction includes bridges, interstate and secondary roadways. The tasks performed by Laborers in these industries are: clearing and grubbing, establishing of grade, setting of stakes, pins and stringline to guide machines, rigging/signaling of trucks and equipment, flagging/traffic control, tending to other trades, general site cleanup, pouring of concrete, vibrating, rough finishing of concrete, application of concrete drying compounds, sawing of concrete, sawing for installing of expansion joints, setting of precast, read and interpret prints/plans, security of site, unloading/loading materials, operating tool rooms, laying of storm sewers, sanitary and water

mains, trenching, digging of ditches, backfilling, setting of guardrails, underpinning, shoring and lagging, all work in connection with tunnel and shaft construction, tamping (compacting), dewatering, running pavement breakers, drilling and blasting, waterproofing, fire watch and confined space entry watch. All demolition associated with heavy and highway work.

In the performance of their duties on Heavy and Highway Construction projects, Laborers utilize the following tools: Chain saws, shears, clippers, beaters (hammers), pin pullers, levels, elevation sticks, georgia buggies, loots, rakes, shovels, wheelbarrows, brooms, floats, edgers, concrete saws, core drills, expansion joint machines, straps, chokers, spreaders, chains, tampers, compacters, pumps (dewatering), generators, hydraulic and pneumatic hand tools, breakers, chippers, drill rigs, paving machines, explosives, caps, transmitting equipment for same, tools used for applying concrete curing compounds (brushes, rollers, spray applicators), heaters, tunnel and shaft boring machines, locomotives, conveyor systems, cutting, burning and welding equipment. Devices used for detecting buried lines.

5. **Remote Control Operation:** Work assigned to members of the Union shall not be removed from the Union's jurisdiction because the work may be performed by remote control, however, the union must provide trained personnel for the function, utilization and maintenance of the equipment.
6. Apprenticeship – See Schedule D

## **ARTICLE V Strike or Lockouts**

It is specifically agreed that there will be no lockouts, strikes or stoppages of any work of any sort, except as provided in ARTICLE VI, pertaining to failure to comply with the Arbitrator's decision.

## **ARTICLE VI Grievance**

1. 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.
2. (a) Grievances are to be submitted to a grievance committee before submission to the Wisconsin Employment Relations Commission (WERC). If the grievance committee cannot resolve the grievance, the grievance will



then be submitted to WERC per section 2(b). The Employer and Union shall each have three representatives on the grievance committee, which shall meet within 45 days of the grievance being filed. The International Representative and President of District Council shall be part of the committee. If the grievance committee does not meet within 45 days of the filing of the grievance, the party filing the grievance is free to move it to arbitration as set forth in section 2(b) below.

(b) If no resolution is reached by the grievance committee, all grievances, disputes or complaints of violations of any provisions of this agreement shall be submitted to final and binding arbitration by an arbitrator appointed by WERC. 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 WERC. 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.

(c) 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.

3. 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.
4. In the event a Contractor or the Union does not agree to arbitrate the dispute within seven (7) days, 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.

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

## **ARTICLE VII Pre-Job Conference**

1. The Contractor shall communicate with the Local Union and the District Council prior to starting work on any project and the Contractor and the Union shall jointly establish a time and place for a pre-job conference. Where the Contractor refuses to participate in a pre-job conference, the Union shall reserve the right to withhold the services of members of the bargaining unit employed by the Contractor and his subcontractors until a pre-job conference is held, provided the Union is ready, willing and able to conduct a pre-job conference promptly.
2. The Contractor shall designate the proposed subcontractors at the pre-job conference.
3. From the pre-job conference, there shall come an understanding that will define the hiring procedure of Laborers who are employed on a project after the initial Laborers, or Laborers who have worked the previous season, are brought into an area of different Union jurisdiction. Balance of qualified Laborers, if available, shall be secured from the local Union having jurisdiction in the area.
4. It shall be understood that a list of Laborers shall be furnished to the Union at the pre-job conference and thereafter upon reasonable request from local Union business representatives.
5. The subject of Union Steward shall be discussed at pre-job conference, subject to ARTICLE VIII, Section 4.

## **ARTICLE VIII General Rules**

1. The Employer shall not discharge nor suspend any employees without just cause.
2. The number of Laborers to be employed is at the sole discretion of the Contractor, and the fact that certain classifications and rates are established does not mean that the Contractor must employ Laborers for

any one or all such classification or to man any particular piece of equipment that happens to be on the job unless the Contractor has need for such workers, or unless other-wise provided for in this Agreement.

Consistent with Federal, State, and/or Local wage and hour laws, the Contractor shall, however, assign all work incidental to work in classifications covered by this agreement to Laborers.

3. Authorized representatives of the Union shall have access to all projects provided, however, that they report their presence to the Contractor or one of his representatives on the job site if necessary to check the Laborers during working hours.
4. 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.
5. A Contractor shall pay once a week on a calendar week basis. Paychecks shall have attached stubs showing the following: (1) total hours worked or straight-time hours worked; (2) overtime hours or overtime earnings; (3) gross pay; (4) total fringe benefits as reported; and (5) total other deductions.
6. If a Laborer is discharged, he must be paid within 48 hours. Placing the Laborers' check in the mail within 48 hours shall be in compliance with this provision. Upon lay-off or discharge, all employees shall be furnished with a written slip stating the reason for discharge or lay-off. A copy of the notice shall be sent to the Union office. In the event of non-compliance (with the 48 hour provision and/or separation slips), the discharged employee shall be paid for eight hours per normal work day at his then rate until the discharge check and/or notice is personally delivered or mailed, but not to exceed five (5) working days.
7. When a Contractor moves his plant, equipment and tools, all Laborers employed on that move shall be paid at applicable rates as set forth in ARTICLE XI.
8. Worker Readiness Program: Employees covered by this Agreement are to complete 8 hours per year of construction skills and safety training as well as maintaining OSHA 30 certification. Such training is to be provided by the Apprenticeship and Training Fund.

**ARTICLE IX**  
**Shifts and Hours of Employment and**  
**Overtime Rates of Pay**

1. When a single shift is worked, eight hours of continuous employment, except for lunch periods, shall constitute a day's work, beginning on Monday through Friday of each week.
2. When two (2) or more shifts are worked, five (5) eight (8) hour shifts from 5:00 a.m. Monday to 5:00 a.m. Saturday shall constitute a regular week's work and such time be paid for at the regular rate of wages provided, however, that Laborers assigned to a second or third shift shall be allowed a thirty (30) minute lunch period at the midpoint of the shift with the time to be paid for as working time.
3. Eight (8) hours constitute a regular day's work and forty (40) hours shall constitute a regular week's work, Monday through Friday. Any time worked in excess of eight (8) hours per day shall be paid at a rate of one and one-half times. It is also agreed the Contractor may work four (4) ten (10) hour days with Friday as a make-up day, when the Union and crew agree. Any time worked in excess of ten (10) hours per day on a 4x10 schedule shall be paid at a rate of one and one-half times.

All work performed on Saturday shall be paid at one and one-half times the regular rate of pay. For all time worked on Sundays and holidays, the Laborers shall be paid twice the regular rate of pay.

For the purpose of this agreement, the following days are stated to be holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No work shall be done on Labor Day except in extreme emergencies.

4. All Laborers, including a Laborer reporting to work for the first time as ordered, shall report for work. Laborers shall be required to remain on the job to qualify for the two (2) hours reporting pay. When a Laborer does not have a phone, he shall call in, reverse charges, before reporting.
5. It is agreed that when time is lost during the week due to influence of weather, and the Contractor has chosen to work four (4) ten (10) hour days, that such time lost may be made up on Friday.

6. For shifts starting at or after 6:00 p.m., the Contractor shall pay to all bargaining unit members the sum of \$1.50 per hour in addition to the hourly wage rate enumerated herein. The \$1.50 premium shall end at 5:00 a.m.

## **ARTICLE X Dues Check-Off**

The Contractor, upon written authorization from the individual employee, will deduct from the pay of employees, initiation fees and regular Union dues and agrees to remit to the involved Union weekly.

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

Within seven (7) days 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 XI**  
**Classification and Wage Rates**

1. The rates of pay on airport construction shall be the prevailing rates as determined by applicable laws.
2. The following straight-time rate of pay and job classifications shall apply to all work and every Laborer covered by this agreement, except as stated in Section 1 above.
3. This agreement applies to the entire state of Wisconsin which for the purpose of this agreement is divided into various geographical areas as stated below

**Area I** is defined as Milwaukee & Waukesha Counties.

**Area II** is defined as Racine & Kenosha Counties.

**Area III** is defined as Dane County.

**Area IV** is defined as Ozaukee & Washington Counties.

**Area V** is defined as including all counties of Wisconsin except: Milwaukee, Waukesha, Ozaukee, Washington, Dane, Kenosha and Racine.

4. It is the optional decision of the Union to determine contributions out of the negotiated wage increase, for Health and Welfare, Pension, Vacation, Apprenticeship and Training Programs, LECET and T.E.F. upon notice to the Contractor. This notice must be prior to the certification date of each year of the contract.
5. Compliance by the Contractor with Federal, State and/or Local wage and hours laws shall not modify the jurisdiction of the Wisconsin Laborers' District Council nor diminish the classifications described in this Article XI nor work incidental to such classifications.
6. Future Total Wage Package Increases:
  - Year 1 (Effective June 1, 2021): \$1.75
  - Year 2 (Effective June 1, 2022): \$1.75
  - Year 3 (Effective June 1, 2023): \$1.75

**LABORERS-AREA 1  
MILWAUKEE & WAUKESHA COUNTIES**

<b>Group I</b>	<b>Hourly Basic Rate of Pay Effective June 1, 2021</b>
General Laborer, Tree Trimmer, Conduit Layer, Demolition and Wrecking Laborer, Guard Rail, Fence and Bridge Builder, Landscaper, Multiplate Culvert Assembler, Reinforcing Steel Setter (pavement), Stone Handler, Bituminous Worker (Shoveler, Loader and Utility Man), Batch Truck Dumper or Cement Handler, Bituminous Worker (Dumper, Ironer, Smoother and Tamper), Concrete Handler.....	
	\$31.40
<b>Group II</b>	
Air Tool Operator, Joint Sawyer and Filler (Pavement), Vibrator or Tamper Operator (Mechanical Hand Operated), Chain Saw Operator, Demolition Burning Torch Laborer.....	
	\$31.55
<b>Group III</b>	
Bituminous Worker (Raker and Luteman), Formsetter (Curb, Sidewalk and pavement), Strike-Off Man.....	
	\$31.75
<b>Group IV</b>	
Line and Grade Specialist.....	
	\$31.90
<b>Group V</b>	
Blaster and Powderman.....	
	\$32.05
<b>Group VI</b>	
Topman (Sewer and Water).....	
	\$33.41
<b>Group VII</b>	
Bottomman (Sewer and Water).....	
	\$33.86
<b>Group VIII</b>	
Pipelayer (Sewer and Water).....	
	\$34.63
<b>Group IX</b>	
Flagperson & Traffic Control Person.....	
	\$27.89

\$1.00 per hour premium for Foreman

\$1.50 per hour premium for night shift starting at or after 6:00 p.m.

## AREA II RACINE AND KENOSHA COUNTIES

<b>Group I</b>	<b>Hourly Basic Rate of Pay Effective June 1, 2021</b>
General Laborer, Tree Trimmer, Conduit Layer, Demolition and Wrecking Laborer, Guard Rail, Fence and Bridge Builder, Landscaper, Multiplate Culvert Assembler, Reinforcing Steel Setter (pavement), Stone Handler, Bituminous Worker (Shoveler, Loader and Utility Man), Batch Truck Dumper or Cement Handler, Bituminous Worker (Dumper, Ironer, Smoother and Tamper), Concrete Handler.....	\$30.46
<b>Group II</b>	
Air Tool Operator, Joint Sawyer and Filler (Pavement), Vibrator or Tamper Operator (Mechanical Hand Operated), Chain Saw Operator, Demolition Burning Torch Laborer.....	\$30.61
<b>Group III</b>	
Bituminous Worker (Raker and Luteman), Formsetter (Curb, Sidewalk and pavement), Strike-Off Man.....	\$30.81
<b>Group IV</b>	
Line and Grade Specialist.....	\$30.78
<b>Group V</b>	
Blaster and Powderman.....	\$31.11
<b>Group VI</b>	
Topman (Sewer and Water).....	\$30.56
<b>Group VII</b>	
Bottomman (Sewer and Water).....	\$30.72
<b>Group VIII</b>	
Pipelayer (Sewer and Water).....	\$31.21
<b>Group IX</b>	
Flagperson & Traffic Control Person.....	\$27.60

\$1.00 per hour premium for Foreman

\$1.50 per hour premium for night shift starting at or after 6:00 p.m.



## AREA III DANE COUNTY

<b>Group I</b>	<b>Hourly Basic Rate of Pay Effective June 1, 2021</b>
General Laborer, Tree Trimmer, Conduit Layer, Demolition and Wrecking Laborer, Guard Rail, Fence and Bridge Builder, Landscaper, Multiplate Culvert Assembler, Reinforcing Steel Setter (pavement), Stone Handler, Bituminous Worker (Shoveler, Loader and Utility Man), Batch Truck Dumper or Cement Handler, Bituminous Worker (Dumper, Ironer, Smoother and Tamper), Concrete Handler, Joint Sawyer and Filler (Pavement).....	\$35.45
<b>Group II</b>	
Air Tool Operator, Vibrator or Tamper Operator (Mechanical Hand Operated), Chain Saw Operator, Demolition Burning Torch Laborer.....	\$35.55
<b>Group III</b>	
Bituminous Worker (Raker and Luteman), Formsetter (Curb, Sidewalk and pavement), Strike-Off Man.....	\$35.60
<b>Group IV</b>	
Line and Grade Specialist.....	\$35.80
<b>Group V</b>	
Blaster and Powderman.....	\$35.65
<b>Group VI</b>	
Topman (Sewer and Water).....	\$35.55
<b>Group VII</b>	
Bottomman (Sewer and Water).....	\$35.70
<b>Group VIII</b>	
Pipelayer (Sewer and Water).....	\$35.90
<b>Group IX</b>	
Flagperson & Traffic Control Person.....	\$31.80

\$1.00 per hour premium for Foreman

\$1.50 per hour premium for night shift starting at or after 6:00 p.m.

**AREA IV  
WASHINGTON AND OZAUKEE COUNTIES**

<b>Group I</b>	<b>Hourly Basic Rate of Pay Effective June 1, 2021</b>
General Laborer, Tree Trimmer, Conduit Layer, Demolition and Wrecking Laborer, Guard Rail, Fence and Bridge Builder, Landscaper, Multiplate Culvert Assembler, Reinforcing Steel Setter (pavement), Stone Handler, Bituminous Worker (Shoveler, Loader and Utility Man), Batch Truck Dumper or Cement Handler, Bituminous Worker (Dumper, Ironer, Smoother and Tamper), Concrete Handler, Joint Sawyer and Filler	
(Pavement).....	\$30.65
<b>Group II</b>	
Air Tool Operator, Vibrator or Tamper Operator (Mechanical Hand Operated), Chain Saw Operator, Demolition Burning Torch Laborer.....	
	\$30.75
<b>Group III</b>	
Bituminous Worker (Raker and Luteman), Formsetter (Curb, Sidewalk and pavement), Strike-Off Man.....	
	\$30.80
<b>Group IV</b>	
Line and Grade Specialist.....	\$31.00
<b>Group V</b>	
Blaster and Powderman.....	\$30.85
<b>Group VI</b>	
Topman (Sewer and Water).....	\$33.43
<b>Group VII</b>	
Bottomman (Sewer and Water).....	\$33.86
<b>Group VIII</b>	
Pipelayer (Sewer and Water).....	\$34.63
<b>Group IX</b>	
Flagperson & Traffic Control Person.....	\$27.74

\$1.00 per hour premium for Foreman

\$1.50 per hour premium for night shift starting at or after 6:00 p.m.



**LABORERS' HEAVY & HIGHWAY FRINGE RATES  
EFFECTIVE JUNE 1, 2021**

	<b>Health</b>	<b>Pension</b>	<b>Vacation/ Working Dues</b>	<b>Apprenticeship and Training</b>	<b>LECET</b>
<b>AREA I</b>					
Milwaukee					
Waukesha	\$8.95	\$12.20	\$2.29	\$0.33	\$0.07
<b>AREA II</b>					
Kenosha					
Racine	\$8.95	\$12.20	\$2.29	\$0.33	\$0.07
<b>AREA III</b>					
Dane	\$8.95	\$8.90	-\$1.18	\$0.33	\$0.07
<b>AREA IV</b>					
Washington					
Ozaukee	\$8.95	\$12.20	\$2.29	\$0.33	\$0.07
<b>AREA V</b>					
Ashland					
Bayfield					
Douglas	\$8.95	\$8.90	-\$3.86	\$0.33	\$0.07
Balance of State	\$8.95	\$8.90	-\$1.18	\$0.33	\$0.07

\*Minus sign on vacation/working dues contribution indicates amount to be deducted from base wage.

**FRINGES TO BE PAID ON ALL HOURS WORKED**

Note: It is the optional decision of the Union to provide additional contributions out of the negotiated wage increase for Health & Welfare, Pension, Vacation, Apprenticeship and Training Programs and LECET, upon notice to the Contractor. This notice must be previous to certification date.

Transportation Education Fund.....\$.08  
Contract Administration Fund.....\$.02

**ARTICLE XII**  
**Vacation and/or Working Dues**

- 1 (a) Effective June 1, 2021, the sum of \$2.29 per hour (\$1.18 for Working Dues and \$1.11 for Vacation) for all hours worked in the Counties of Milwaukee, Ozaukee, Washington and Waukesha shall be paid monthly by the Contractor to the Wisconsin Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844, for all Laborers employed by the Contractor in the job classifications listed in ARTICLE XI on contracts let by the Wisconsin Department of Transportation.
- (b) Effective June 1, 2021, the sum of \$2.29 per hour (\$1.18 for Working Dues and \$1.11 for Vacation) for all hours worked in the Counties of Kenosha and Racine shall be paid monthly by the Contractor to the Wisconsin Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844, for all Laborers employed by the Contractor in the job classifications listed in ARTICLE XI on contracts let by the Wisconsin Department of Transportation.
- (c) Effective June 1, 2021, the sum of \$3.86 per hour (\$1.18 for Working Dues and \$2.68 for Vacation) per hour for all hours worked in the Counties of Ashland, Bayfield and Douglas shall be deducted from the base wage and paid monthly by the Contractor to the appropriate fringe benefit funds for all Laborers employed by the Contractor in the job classifications listed in ARTICLE XI on contracts let by the Wisconsin Department of Transportation.
- (d) Effective June 1, 2021, the sum of \$1.18 per hour for all hours worked in the balance of the state (all Counties except Milwaukee, Ozaukee, Washington, Waukesha, Kenosha, Racine, Ashland, Bayfield and Douglas) shall be deducted from the base wage and paid monthly to the Wisconsin Laborers' Fringe Benefit Fund, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844, for all Laborers employed by the Contractor in the job classification listed in ARTICLE XI on contracts let by the Wisconsin Department of Transportation.

**ARTICLE XIII**  
**Health and Welfare**

1. Effective June 1, 2021, the Contractor shall pay monthly the sum of \$8.95 (this includes \$0.35 for HRA) per hour for all hours worked, for work performed in all Counties of Wisconsin, to the Wisconsin Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844.
2. Payments made to the 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 to be delinquent. In the event an employer becomes delinquent in his payments to the Fund, it will be accessed as liquidated damages per trust document.
3. If the employees are removed from the job by the Union to enforce such delinquent payments, which included liquidated damages, the employees shall be paid by the delinquent employer for all lost time at the straight-time hourly rate. Thirty (30) days prior to exercise of this section, the Employer shall be notified in writing of the delinquency of the Contractor member.
4. All hourly allocations under this article are subject to ARTICLE XI, Section 4.
5. Patient Protection and Affordable Care Act ("PPACA"). The parties acknowledge that at the time of negotiation of this Agreement there remain unanswered questions with respect to the full application and impact of the PPACA, and any successor or replacement law, with respect to the Fringe Benefit Funds contained in this Agreement which are covered by the PPACA, and any successor or replacement law, ("Funds"). As such, each party represents that it shall direct their respective appointed Trustees to such Funds to administer these Funds to be in compliance with the PPACA, and any successor or replacement law, and further to administer such Funds and its benefit levels in such a manner so as not to trigger any type of fines, penalties, excise taxes, taxes, assessments, surcharges and/or other similar mandated payments to be imposed on the Contractor(s) other than the hourly contribution rate then in effect as it relates to health benefit coverage for bargaining unit members working under this Agreement.

The parties further agree that in the event that the action or inaction of the Trustees as it relates to the PPACA, and any successor or replacement law,

or the PPACA, and any successor or replacement law, itself causes any Contractor(s) to incur or be responsible for any type of fines, penalties, excise taxes, taxes, assessments surcharges and/or other similar mandated payments under the PPACA, and any successor or replacement law, the Contractor(s) will comply with any and all legal obligation to make such payment. The Union further agrees to meet with the Contractor(s) no later than ninety (90) days before any such above-referenced additional payment(s) are effective or become due to negotiate economic changes to this Agreement. If no resolution is reached within that ninety (90) day period, and if proper notification to FMCS and WERC of such economic re-opener of this Agreement has been given, either side may declare impasse and exercise their right to engage in any and all lawful economic action, including but not limited to, implementation of the Contractor(s) last proposal or lockout, and the Union's right to strike.

#### **ARTICLE XIV Pensions**

- 1(a) Effective June 1, 2021, the Contractor shall contribute monthly to the Building Trades United Pension Fund Trust, PO Box 520, Elm Grove, WI 53122-0520, \$12.20 per hour for all hours worked, for work performed in Milwaukee, Ozaukee, Washington, Waukesha, Kenosha and Racine Counties for each Laborer employed by the Contractor in the job classifications listed in ARTICLE XI.
- (b) Effective June 1, 2021, the Contractor shall contribute monthly to the Wisconsin Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844, \$8.90 per hour worked, for work performed in all Counties of Wisconsin except the Counties of Milwaukee, Ozaukee, Waukesha, Washington, Racine and Kenosha.
2. Payments made to the fund are to be made at the end of each month, but not later than the 15<sup>th</sup> of the following month, after which the payments will be considered to be delinquent. In the event that an employer becomes delinquent in his payments to the fund, he shall be assessed as liquidated damages per trust document.
3. If the employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the employees shall be paid by the delinquent employer for all lost time at the straight-time hourly

rate. Thirty (30) days prior to exercise of this section, the Employer shall be notified in writing of the delinquency of the Contractor member.

4. All hourly allocations under this article are subject to ARTICLE XI, section 4.

## **ARTICLE XV Apprenticeship and Training Fund**

1. On all contracts let by the Wisconsin Department of Transportation, the Contractor shall contribute to the Wisconsin Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream IL 60197-8844, \$0.33 per hour for all hours worked anywhere in the State of Wisconsin for each Laborer employed by the Contractor in the job classification listed in ARTICLE XI of this agreement.
2. Payments made to the Fund are to be made at the end of each month, but not later than the 15<sup>th</sup> day of the following month, after which the payments will be considered delinquent. In the event that an employer becomes delinquent in his payments to the Fund, he shall be assessed as liquidated damages per trust document.
3. If the employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the employees shall be paid by the delinquent employer for all lost time at the straight-time hourly rate. Thirty (30) days prior to exercise of this section the employer shall be notified in writing of the delinquency of the Contractor member.
4. Hourly allocations under this article are subject to ARTICLE XI, section 4.

## **ARTICLE XVI L.E.C.E.T.**

1. Effective June 1, 2021, the Contractors shall pay seven cents (\$.07) per hour for all hours worked under the terms of this agreement to the Wisconsin Laborers-Employers Cooperation and Education Trust Fund (LECET). The LECET Fund was established by the parties in accordance with Section 6(b) of the Labor Management Cooperation Act of 1978. The purpose of LECET is to improve job security and cooperation between the Union and Contractor and promote work within the industry.



2. The Contractor shall be bound by the Declaration of Trust of the Fund and all amendments. The parties shall establish a Trust Fund. There shall be equal representation of Labor and Management Trustees on the Trust Fund, which shall have an executive committee of one (1) Union Trustee, one (1) Contractor Trustee, along with an Administrator to conduct the Trust Funds day to day affairs.
3. Contractors making payments to the Trust Fund shall make checks payable to Wisconsin Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844. The parties agree that the payments will be deposited into an interest bearing account with the proper depository until the Fund becomes operational, however, during the interim period the trustees may place a temporary administrator in the employment of the plan to assist in formulating and establishing the programs of the Fund.
4. Hourly allocations under this ARTICLE are subject to ARTICLE XI, section 4.
5. All provisions of ARTICLE XVIII are applicable to this ARTICLE.

**ARTICLE XVII**  
**Enforcement of Payments to Fringe Benefit Funds**

1. A "Fringe Benefit Fund" as that term is used in this article is any trust to which the Contractor is obligated to make contributions under this agreement as specified in ARTICLES XII, XIII, XIV, XV, XVI.
2. The Contractor obligation under this agreement is to make payments and contributions to Fringe Benefit Funds for all employees covered by this agreement. An hours summary by Local Union should be submitted per month, attached to monthly fringe report submitted by contractor.
3. All payments to the Fringe Benefit Funds for employees covered by this agreement, and while the same is in effect, are deemed to be paid pursuant to this agreement.
4. The Contractor shall promptly furnish upon ten (10) days notice to the Trustees of any fringe benefit fund, or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to the former and present employees covered by this agreement, including any relevant information that may be required in connection with the

administration of the fringe benefit fund. The Trustees or their authorized agents may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of the fringe benefit fund.

5. The Trustees of any fringe benefit fund 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. In the event that it becomes necessary to commence any such legal, equitable or administrative action against any Contractor, such Contractor shall be obligated to pay to the respective Fringe Benefit Fund or Fund's attorney's fees, as well as any court reporter fees and the actual cost of effecting service of papers.

### **ARTICLE XVIII**

#### **Transportation Education Fund**

1. All persons, firms, or corporations who are Employer signatory parties or who may become signatory to this agreement, shall pay to the Transportation Education Fund (hereinafter referred to as the T.E.F.) for the purpose of explaining and promoting the need for improved modern transportation. For each bargaining unit employee working under the terms of this agreement, the specified amount as in ARTICLE XI shall be paid for all hours worked.

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

Payments to T.E.F. shall be due at the end of each month and shall be submitted not later than the 15<sup>th</sup> of the following month to: Transportation Education Fund, P.O. Box 1289, Madison, WI 53701.

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

3. The T.E.F. may, for the purpose of collecting payments required to be made to the T.E.F., including damages and costs and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this agreement.
4. Each employer who is required to make payments to the T.E.F. pursuant to paragraph number 1 of this article shall promptly furnish to the T.E.F., or their authorized agents, on demand, all necessary employment, personnel, and payroll records relating to its former and present employees covered by this agreement, including any relevant information that may be required in connection with the administration of the T.E.F., and for no other purpose. The T.E.F. or their authorized agents may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the T.E.F. or their authorized agents, in connection with the proper administration of the T.E.F. and the activities engaged in by the T.E.F.

## **ARTICLE XIX**

### **Contract Administration Fund**

Employers who are signatory to this Agreement shall pay a contract administration fee of two (\$.02) cents per hour for all hours worked during the term of this Agreement to fund the "Contract Administration Fund." The contract administration fee shall be transmitted by check payable to the Heavy and Highway Contract Administration Fund, and sent to P.O. Box 2011, Madison, WI 53701 by the fifteenth (15<sup>th</sup>) of each month. The Contract Administration Fund shall be administered as set forth in the Contract Administration Fund Agreement. WTEC shall be exclusively responsible for all auditing and collection responsibilities in conjunction with the Contract Administrative Fund. Further, WTEC agrees to hold the Union harmless with respect to the administration of this Article and the Contract Administration Fund

## **ARTICLE XX**

### **Equipment, Accidents, Reports**

1. **Equipment.** The Contractor shall not require employees to operate any equipment or vehicle that the Contractor knows is not in safe operating

condition. It shall not be a violation of this agreement for employees to refuse to operate such equipment. Where equipment is in need of repair or otherwise defective, the employee shall immediately report the conditions to his immediate supervisor.

2. **Hard Hats.** Where hard hats are issued, the employee shall be responsible for the hat and will be charged for replacement, unless replacement results from damage in the course of his employment.
3. **Accidents.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Contractor, the employee, before starting their next shift, shall make out an accident report in writing on forms furnished by the Contractor and shall turn in all available and pertinent information.
4. **Paid for Time.** Where an employee leaves work to go to a physician for treatment because of an on-the-job injury, the time lost from work up to the end of the normal work day of the date of injury shall be paid by the Contractor.
5. Contractors shall provide fresh drinking water on the job within reasonable walking distance from the workers.

## **ARTICLE XXI**

### **Leave of Absence**

1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Contractor. The maximum leave of absence shall be ninety (90) days and may be extended. Permission for extension must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classification covered by this agreement unless mutually agreed upon. Failure to comply with this provision shall result in the complete loss of employment rights for the employees involved.
2. The Contractor agrees to grant the necessary and reasonable time off without discrimination or loss of employment rights without pay to any employee designated by the Union to attend a labor convention or serve in

any capacity or other official Union business, provided 48 hours written notice is given to the Contractor by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Contractor's operations due to lack of available employees.

## **ARTICLE XXII Security Payments**

In order to insure employees covered by this agreement against the hazards of unemployment, resulting through no fault of their own, employers who are not automatically within the provisions of State Unemployment Acts, or required to make payments thereunder agree to make voluntary application to the proper state authorities so as to come within the statutory provisions of the Wisconsin Unemployment Compensation Acts relating to employers who are not under said acts and the regulations promulgated thereunder, regardless of number employed. The Contractor will furnish the Union with their employment insurance serial number.

## **ARTICLE XXIII Waiver**

The waiver of any breach, term, or condition of the agreement, by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

## **ARTICLE XXIV Separability Clause**

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

**ARTICLE XXV**  
**Nondiscrimination**

It is mutually agreed that all Laborers shall be hired, promoted and terminated solely on the basis of qualification and merit; and further, that there will be no discrimination against or preference for Laborers or applicants on the basis of race, color, creed, national origin, sex or age.

**ARTICLE XXVI**  
**Permission to use Form**

The Union may use the foregoing form of agreement in entering into agreements with Contractors who are not bound by this agreement, provided the employer and its Contractors will not be obligated in any way to anyone thereby.

**ARTICLE XXVII**  
**Substance Abuse Testing and Assistance Policy**

The term "Contractor" or "Company" or "Employer" when used herein refers to the construction industry contractors who are signatory to this Agreement. The term "Employee" when used herein refers to the construction industry employees who are members of the Union, while covered by the agreement. The term "worksite" or "premises" includes all property, equipment and vehicles under the control of the Company. It is agreed that during the term of the Agreement, in order to parallel industry standards, the parties may meet to modify the drug-testing language without reopening the entire contract. Should any dispute arise with respect to the application or implementation of the Policy, such disputes shall be filed in accordance with the grievance and arbitration provisions contained within the Agreement.

**I. PURPOSES**

- A. To establish and maintain a safe, healthy working environment for all employees;
- B. To ensure the reputation of the Contractors, their products and services, and their Employees within the community and industry at large;
- C. To reduce substance abuse related accidental injuries to persons and property;

- D. To reduce substance abuse related absenteeism and tardiness, and to improve productivity;
- E. To provide rehabilitation assistance for qualified and eligible Employees who seek help;
- F. To protect liability because of injuries or accidents caused by individuals using alcohol or drugs at work;
- G. To deter individuals from bringing, possessing or using alcohol or drugs in connection with work;
- H. To clearly state the commitment of the Contractors and the Union to a workplace free from the effects of illegal drug use; and
- I. To comply with any law or regulation requiring the implementation of alcohol or drug programs.

## **II. POLICY**

### **A. General Provisions**

1. The Contractor prohibits the use, possession, concealment, transportation, promotion, distribution or sale on its premises or worksites of alcohol and illicit drugs. Employees must not report to work, perform work, or be on work premises at any time, while impaired by alcohol or any drug (including prescription and non-prescription drugs, as well as designer and look-alike drugs). Furthermore, when Section 103.503 of the Wisconsin Statutes applies, a Contractor shall immediately remove an Employee from work on a project if any of the following occur: (1) the Employee uses, possesses, attempts to possess, distributes, delivers or is under the influence of a drug or is under the influence of alcohol while performing work described in Sections 66.0903 (4) or 103.49 (2m) of the Wisconsin Statutes on a project; (2) the Employee tests positive for the presence of a drug in his or her system; (3) the Employee refuses to submit to drug or alcohol testing required by Section 103.503; or (4) an officer or Employee of the Contracting Agency has a reasonable suspicion that the Employee is in violation of the prohibition on using, possessing, attempting to

possess, distributing or delivery or being under the influence of a drug or being under the influence of alcohol while performing work described in Section 66.0903 (4) or 103.49 (2m) of the Wisconsin Statutes on a project, and the officer or Employee of the Contracting Agency requests the Contractor to immediately remove the Employee from work on the project. Any Employee removed for one of the above reasons shall not be permitted to perform work on a covered project until the Employer provides the Contracting Agency documentation showing (1) that the Employee has tested negative for the presence of drugs in his or her systems and is not under the influence of alcohol; and (2) that the Employee has been approved to commence or return to work on the project in accordance with this substance abuse prevention program. A supervisor shall immediately notify any such Employee that they may not perform work on the project until the Employee satisfies these conditions; and written notice shall follow as soon as reasonably possible thereafter.

2. Legally prescribed drugs may be permitted on Company premises or worksites provided such legally prescribed drugs are contained in the original prescription container and are prescribed by a licensed physician for the current use of the person in possession of the drug.
3. Because some prescription and over-the-counter drugs can impair a worker's ability to perform safely, all Employees are required to report to an authorized agent of the Company, the use of any prescription or over-the-counter drugs which can adversely affect work performance, or behavior, or both. Employees should request such information from their prescribing physician. Failure to provide such information to the authorized agent of the Company may be grounds for disciplinary action. The disclosure of the use of any physician prescribed, or over-the-counter drugs, which can adversely affect work behavior, job performance, or both, shall be kept confidential. In the event an Employee is found in possession of a drug which has not been reported to the authorized agent of the Company, the Contractor retains the right to request a letter from the Employee's physician explaining any effects the drug may have on the ability of the Employee to perform assigned duties. Any such letter shall be provided only to an



authorized agent of the Company and shall be kept confidential in accordance with the terms of this policy.

4. The Contractor reserves the right to conduct any alcohol or drug testing mandated by law, including but not limited to, Section 103.503 of the Wisconsin Statutes, and to incorporate any changes to the law in to the terms of this Policy without further need for re-drafting. In such case, the Company reserves the right to apply the amended government regulations immediately, and shall notify the Employees and the Union of any changes to this Policy.
5. At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing or distributing any illegal drug will be reported to the civil authorities.
6. Employees working on a federally funded project are required by law to report a conviction of a violation relating to a criminal drug statute occurring in the workplace to their superior within five days of such conviction.
7. Where an owner or contracting agent requires alcohol or drug testing of Contractor Employees other than is provided for in this policy, the Contractor may implement the required program for the project. In the event that a Contractor becomes obligated to comply with such a program, the Contractor shall notify the Employees and the Union of this requirement.
8. Prior to being tested, an applicant or Employee must sign a Consent and Release form authorizing and agreeing to the test. The Consent and Release forms are attached to this policy as Exhibit A and Exhibit B and Exhibit C.
9. The parties recognize that drug testing may reveal information of a highly personal private nature unrelated to the employment of the Employee or any other legitimate concern of outside parties. Therefore, to protect the Employee's rights, any test results shall be disclosed only to the Employee, the authorized agent of the Contractor, or upon written authorization of the Employee, the authorized agent of the Union. Confirmed test results shall be

reported as either “negative” or “positive”, quantitative levels will not be disclosed unless otherwise required by law.

## B. Post-Hire Screening

1. Reasonable suspicion testing may be conducted on any Employee who reports to work and whose supervisor has reasonable suspicion to believe that the Employee is under the influence of alcohol or any drug. Reasonable suspicion is a belief based on direct observations of the appearance or behavior of an Employee, or other evidence, sufficient to lead a prudent or reasonable person to believe that an Employee is under the influence and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc. Such observations must be personally observed and documented by at least one Company official who has received training covering the physical, behavioral, speech and performance indicators of probable drug or alcohol use. Whenever practical, the Employee should be observed by more than one individual.
2. Post accident testing may be conducted where an Employee caused, or whose actions cannot be discounted as having been a factor in causing a work related accident. The Employee may be suspended without pay pending results of such testing.
3. Where required by law, a pre-duty drug test shall be administered to all Employees who may be called upon to perform a safety sensitive function, as defined by the DOT, during the course of their employment. Prior to taking a pre-duty drug test, the Employee will be given instructions which will include an explanation of the collection procedures for each test and the consequences of a verified positive test result. When Section 103.503 of the Wisconsin Statutes applies, drug and alcohol testing is also required before an Employee commences work on a covered project, except that such testing is not required if the Employee has been participating in a random testing program during the 90 day preceding the date on which the Employee commenced work on the project.
4. Random Testing
  - a. The parties agree to the establishment of a random testing program which shall include all bargaining unit

employees covered by the Agreement of a covered Contractor.

- b. All specimen collection for random tests shall take place at sites jointly agreed to by labor and management.
  - c. The costs of all tests, specimen collection and random selection shall be borne by the contractor and the contractor shall pay the employee for all time spent complying with this Section, including travel time and time spent for testing, at the employee's hourly straight-time rate or overtime rate if applicable.
  - d. All testing procedures shall be identical to those provided elsewhere in this policy.
  - e. Employees shall be selected on a random basis from a pool of bargaining unit employees covered by this Agreement of a covered Contractor.
5. Drug tests conducted under the terms of this Agreement require Employees to provide a specimen of their urine. All drug testing shall be conducted by qualified persons, in the same manner as the testing procedures set forth in 49 CFR, Part 40, including the use of a Medical Review Officer, ("MRO") to verify all confirmed positive drug tests. In addition to alcohol, the substances that will be tested for are: Marijuana, Cocaine, Opiates, Phencyclidine (PCP) and Amphetamines. Limits for each of the above listed substances will be at the "Cutoff Levels" established by the Department of Health and Human Services ("DHHS"), that are in effect on the date of the test.
6. Specimens will also be analyzed for such other substances as the DOT may from time-to-time direct, or as may otherwise be required by federal or state law. In the event that the DOT expands the list of drugs for which testing is or may be required, the Company reserves the right to begin testing immediately for those drugs, and shall notify the Employees and Union of any changes to this Policy.

7. All drug tests will be administered using the split sample methodology set forth in 49 CFR, Part 40. In the event the primary specimen is verified as positive, the Employee will be notified by the Company's MRO of the positive test and informed of, and given the option to have the second bottle sent to a different laboratory certified by the National Institute of Drug Abuse ("NIDA") for analysis. To exercise this option, Employees must advise the Company's MRO of their desire to have the second sample tested, within 72 hours of being told that the primary specimen was positive.
8. Testing for alcohol content will be done by a Screening Test Technician ("STT") or Breath Alcohol Technician ("BAT") using a saliva swab or Evidential Breath Testing ("EBT") device. A positive test result for alcohol will be reflected by a blood-alcohol concentration ("BAC") equal to or greater than 0.02.
9. In addition to the above requirements, when Section 103.503 applies, testing for the presence of drugs or alcohol in an Employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administrative of the federal department of health and human services.
10. In the event a test result is negative, the Employee shall be immediately reinstated and paid any wages and benefits that would have been paid had the Employee's work hours not been interrupted by the test. This is considered full reinstatement.
11. In the event of a verified, confirmed positive test for drugs or a confirmed positive BAC test of between 0.02 and 0.039, the tested Employee will be suspended without pay until the next regularly scheduled work shift, but for no less than 24 hours.
12. In the event of a verified, confirmed positive test for drugs or a confirmed positive BAC test of 0.04 or greater, the tested Employee will be suspended without pay and referred to a substance abuse profession ("SAP"). Strict adherence to the treatment program requirements specified by the SAP will, for a first violation, be considered grounds to avoid severe discipline or termination provided the Employee was not found to be

responsible for, or a contribution factor in, an accident involving an injury, or damage to property; nor was involved in the theft of, or damage to, property of the Contractor or the Contractor's customer.

13. If an Employee who tested positive for substance abuse enters and completes any required or recommended aftercare program, they will be eligible for reinstatement provided the Employer has work available, and the Employee has entered and successfully participated in an aftercare program recommended under the terms of this Policy.

14. All individual Employee test results will be considered confidential, with the results of all individual drug and alcohol tests kept in a secure location with controlled access. The release of an Employee's test results will only be granted in accordance with that person's written authorization; or as otherwise required by law.

### **III. COUNSELING AND REHABILITATION**

A. The Laborers shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers, and medical assistance centers.

B. If the Employee is qualified and eligible, a portion of the expenses the Employee incurs in consultations and treatment required under this Policy, shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements as the trustees of said Fund shall prepare and have available. Schedules of benefits of reimbursements shall be made available to Employees participating in such programs, by the Fund.

C. If an Employee, participating in a non-voluntary prescribed treatment program, does not comply with the recommendations, advice or schedules established by the counseling agency, the counselor or counseling agency shall immediately advise the Contractor, the Union and the Fund.

D. All employees who feel that they have developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance.

Requests for assistance will be handled in strict confidence by referral of the Employee to a SAP.

#### **IV. MISCELLANEOUS PROVISIONS**

- A. An appropriate notice to employees concerning the existence of this policy and the treatment and counseling available, as well as the penalties described above, shall be communicated to employees covered by this Agreement.
- B. Neither the Association nor the Union shall be liable for any employee's activities, or conduct engaged in, pursuant to this Policy.
- C. The Contractor will bear the costs of all testing procedures except that the Employee will pay the cost of any test requested by the Employee and any follow-up testing required as part of any rehabilitation program or by law.
- D. Section 103.503 of the Wisconsin Statutes applies to certain public works projects. When Section 103.503 applies, this policy will be interpreted and applied consistent with Section 103.503. When provisions in the policy refer to Section 103.503, the words and phrases used in those provisions shall have the meanings of such words and phrases under Section 103.503.

#### **V. CONCLUSION**

This policy statement is intended to protect the Contractor's most valuable asset, namely its Employees. The health and safety of all Employees and the general public is of the utmost concern. The above presented policy will help insure a safe work place for all.

**EXHIBIT A  
CONSENT TO URINALYSIS**

I hereby voluntarily consent to give a sample of my urine for the purpose of urinalysis pursuant to the Substance Abuse Testing and Assistance Program (“SATAP”). I acknowledge that I have been given notice of SATAP and that I understand the program and agree that the test results may be disclosed to the Employer, Union, the testing laboratory and me.

(Complete if applicable.) In addition, having been informed that I will be tested today in accordance with SATAP, I hereafter have listed all prescription and over-the-counter drugs I have taken in the past 21 days.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

(Complete if applicable.) In addition to the above listed prescription drugs, I have been exposed to the following industrial chemicals in the last 21 days:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B**  
**CONSENT TO BREATH TEST**

I hereby voluntarily consent to A BREATH TEST PURSUANT TO THE Substance Abuse Testing and Assistance Program. I acknowledge that I have been given notice of such program and that I understand the program and understand that at my request I may request a blood test to confirm a positive breathalyzer result for alcohol impairment (see exhibit C) and agree that the test results may be disclosed to the Employer, Union, the testing laboratory and me.

---

Signature

Date



**EXHIBIT C  
CONSENT TO BLOOD TEST LIST**

I hereby voluntarily consent to a blood test, including the drawing of my blood, pursuant to the Substance Abuse Testing and Assistance Program to confirm, at my request, a positive breathalyzer result for alcohol impairment and agree that the test results may be disclosed to the Employer, Union, the testing laboratory and me.

---

Signature

Date

**For Questions  
Regarding**

**Contact Name and  
Phone Number**

Drug and Alcohol  
Testing Requirements

USDOT, OFFICE OF CARRIERS  
(608) 829-7530

WisDOT, OFFICE OF GENERAL COUNSEL  
(608) 266-7364

WisDOT, DIVISION OF STATE PATROL  
(608) 266-9678

Drug and Alcohol  
Counseling and  
Rehabilitation  
Services

DHSS, DIVISION OF COMMUNITY SERVICES  
Bureau of Community Services – (608) 266-2717

## **EXHIBIT D APPRENTICESHIP**

1. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer shall be eligible to apply to 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. An apprentice who fails to maintain his apprenticeship status shall not be eligible for hire by any employer covered by this agreement. It is understood that no action will be taken by the Union against any Employer who inadvertently hires an apprentice who failed to maintain their apprenticeship status. It is understood however that the employer will have to terminate the individual upon being notified of the ineligible status.

2. The Apprenticeship and Training Standards approved by the Department of Workforce Development, Bureau of Apprenticeship Standards are hereby incorporated by reference as part of this agreement.

3. The Apprentice wage rates are:

<b>Hours of Credit</b>	<b>Wage Rate</b>
0-1000 hours	70% of journey rate + 10% wage add on
1001-2000 hours	75% of journey rate + 10% wage add on
2001-3000 hours	80% of journey rate + 10% wage add on
3001-4000 hours	85% of journey rate + 10% wage add on

10% is being added on to the base wage to pay for the time Apprentices spend in their block related instruction.

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

5. The Employer shall pay an apprentice the full Health and Welfare benefit package as described in this contract. Pension contribution for Apprentices shall be \$1.00 per hour less than a Journey Worker.

6. 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.
7. The Employer will comply with State of Wisconsin mandated journeyman/apprenticeship ratios.
8. It is agreed and understood that the ratio of apprentices-to-journeyman will be subject to review by the JATC Board of Trustees on an annual basis. However, in the event the trustees cannot agree on a ratio, it shall revert to the ratio defined in the master agreement.
9. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, classroom training, in different areas of construction, will be mandatory. Four hundred (400) hours of classroom instruction shall be mandatory.
10. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker of any trade.
11. An Apprentice shall not be penalized for taking time off from work to attend offsite apprenticeship training.

Members as a condition of employment will be required to sign a statement indicating receipt of, reading of willingness to comply with the employer's reasonable safety requirements adapted as part of the contractor's overall safety program. Also the Contractor and the Union mutually agree that the members shall attend a mandatory safety training program as provided by the Wisconsin Laborers' Apprenticeship and Training fund each year or contractor's sponsored program to include skills and upgrade training.

**ARTICLE XXVIII**  
**Duration of the Agreement**

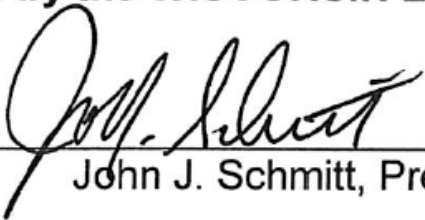
This agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2024, and from year to year there-after, unless terminated by written notice given by either party to the other, not less than ninety (90) days prior to such expiration date, or any anniversary thereof.

Since it is the intention of the parties to settle and determine, for the term of this agreement, all matters constituting the proper subjects of the collective bargaining between them, it is expressly agreed that there shall be no reopening of this agreement for any matter, pertaining to rates of pay, wages, hours of work, or other terms and conditions of employment or otherwise, during the term of this agreement.

**Agreed by the WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL**

By:   
David Bechthold

**Agreed by the WISCONSIN LABORERS' DISTRICT COUNCIL**

By:   
John J. Schmitt, President/Business Manager

**FOR THE CONTRACTOR:**

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

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Name of Representative—Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**WISCONSIN LABORERS' DISTRICT COUNCIL**

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Local Union No. City

**WISCONSIN LABORERS' LOCAL ADDRESSES,  
TELEPHONE NUMBERS, AND BUSINESS MANAGERS**

**WISCONSIN LABORERS' DISTRICT COUNCIL**

John J Schmitt, President/Business Manager

4633 LIUNA Way, Suite 101

DeForest, WI 53532

Phone: 608-846-8242

Fax: 608-846-5460

**LABORERS' LOCAL #113**

Anthony Neira, Business Mgr

6310 W. Appleton Avenue

Milwaukee, WI 53210

Phone: 414-873-4520

Fax: 414-873-5155

**LABORERS' LOCAL #330**

Gerald Schomaker, Business Mgr

886 W. Airport Road

Menasha, WI 54952

Phone: 920-722-2104

Fax: 920-722-2105

**LABORERS' LOCAL #140**

Clark Jensen, Business Mgr

2771 George St

La Crosse, WI 54603

Phone: 608-788-1095

Fax: 608-788-6082

**LABORERS' LOCAL #464**

Jim Foye, Business Manager

1438 N Stoughton Road

Madison, WI 53714

Phone: 608-244-6400

Fax: 608-244-6540

**LABORERS' LOCAL #268**

Brian Dehnhoff, Business Mgr

2233 Birch Street

Eau Claire, WI 54703

Phone: 715-835-5001

Fax: 715-835-4098

**LABORERS' LOCAL #1091**

Dan Olson, Business Mgr

2002 London Road

Duluth, MN 55812

Phone: 218-728-5151

Fax: 218-728-2431