

**62-COUNTY BUILDING AGREEMENT**

**BETWEEN THE**

**THE ASSOCIATED GENERAL CONTRACTORS**

**OF WISCONSIN, INC.**

**AND INDEPENDENT CONTRACTORS**

**AND THE**

**WISCONSIN LABORERS' DISTRICT COUNCIL**

**AND**

**ITS AFFILIATED LOCAL UNIONS**

**Laborers' Local No. 140                      La Crosse**

**Laborers' Local No. 268                      Eau Claire**

**Laborers' Local No. 330                      Menasha**

**Laborers' Local No. 464                      Madison**

**ALL IN THE STATE OF WISCONSIN**

**EFFECTIVE JUNE 1, 2014**

**TO MAY 31, 2017**

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## **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 - PERIOD OF AGREEMENT**

**Sec. 1.1** This Agreement shall be binding upon the parties, their successors and assigns, and shall become effective as of June 1, 2014, and shall continue in full force and effect until May 31, 2017, and from year to year thereafter, unless terminated or amended 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. Since it is the intention of the parties to settle and determine, for the term of the Agreement all matters constituting the proper subjects of collective bargaining between them, it is expressly agreed there shall be no reopening of this Agreement for any matter pertaining to rates of pay, wages, hours of work, or other terms and conditions of employment during the term of this Agreement other than for changes to fringe benefits, the cost of which is to be deducted from presently negotiated rates.

## **ARTICLE II - UNION SECURITY**

**Sec. 2.1** 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.

**Sec. 2.2** See Hiring Hall System.

**Sec. 2.3** The Contractor agrees to recognize voluntary and properly signed authorization cards of its Employees requesting the Contractor to make deductions from wages for the amount of any delinquent dues, initiation fees, vacation and/or working dues - such amounts to be sent to the proper Local Union weekly.

**Sec. 2.4** It is further understood and agreed that it shall not be considered a violation of this Agreement if stoppage of work results from the employment of Employees by the Contractor other than as specifically provided for in ARTICLE II of this Agreement.

**Sec. 2.5** 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.

### **ARTICLE III – RECOGNITION CLAUSE**

**Sec. 3.1** 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.

**Sec. 3.2** 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 IV - GRIEVANCE AND ARBITRATION**

**Sec. 4.1** It is specifically agreed that there shall be no strikes, lockouts or cessation or slowdown of work or picketing over any dispute over the application or interpretation of this Agreement, and that all grievances and disputes, excluding jurisdictional disputes, shall be handled as herein provided.

**Sec. 4.2** Initial Determination. Any dispute of any type concerning the interpretation or application of this Agreement between an Employer and the District Council shall be adjusted by the particular Employer and the District Council in the first instance, if possible, and shall submit Agreement to a Negotiating Committee for final approval.

**Sec. 4.3** Grievance Committee. In the event the matter is not settled, it shall be referred to the Grievance Committee consisting of three (3) Employer Representatives, selected by the Association, and three (3) District Council Representatives, selected by the District Council. The determination of the Grievance Committee shall be governed by majority vote with each member thereof having one (1) vote, and, in the event a full complement of members of either side does not attend the meeting, those members of the particular side in attendance shall each have a proportionate portion of the vote of the absent member.

**Sec. 4.4** Arbitration. Should the Grievance Committee be unable to resolve the matter, then the District Council or the Employer may request the Federal Mediation and Conciliation Service or Wisconsin Employment Relations Commission to submit a list of seven (7) recognized arbitrators. All arbitrators shall have experience in construction-related disputes. From the list so submitted, the parties shall, within seven (7) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains. The person whose name so remains shall act as the arbitrator. The parties recognize that time is of the essence.

**Sec. 4.5** The arbitrator may interpret the Agreement and apply it to the particular case presented to him/her, but he/she shall have no authority to add to, or subtract from, or in any way change or modify the terms of this Agreement or any Agreement made supplementary thereto. Wages, hours and fringe benefits are not arbitrable.

**Sec. 4.6** Fees and expenses of the arbitrator shall be borne equally by the parties to this Agreement.

**Sec. 4.7** Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the District Council, Employer and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

#### **ARTICLE V - WORKER'S COMPENSATION INSURANCE AND UNEMPLOYMENT INSURANCE**

**Sec. 5.1** Every Contractor will maintain Wisconsin Workmen's' Compensation Insurance coverage's and Unemployment Compensation Insurance coverage's on its Employees or will make application to voluntarily elect to come under the Wisconsin Workmen's' Compensation Act and the Wisconsin Unemployment Compensation Act.

**Sec. 5.2**       **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 VI - WAGE RATES AND PAYMENT OF WAGES**

*See Also: Schedule B*

**6/2/2014 \$ 1.25**

**06/01/2015 \$ 1.35**

**06/06/2016 \$ 1.25**

**Sec. 6.1** Contributions to the Apprenticeship and Training Fund and the LECET Fund may only be increased if there is mutual agreement of the negotiating parties. Contributions to the Health and Welfare and the Pension funds may be increased as approved by the Trustees of those funds. Working Assessment and/or Vacation fund deductions may be changed by the Union.

**Sec. 6.2** Local 140, Local 268, Local 330 and Local 464 – one dollar and eleven cents (\$1.18) per hour is working dues as of June 1, 2014.

**Sec. 6.3** Upon the request of the Union, the employer shall submit prevailing wage reports for a project to the State with a copy of the report to the Union. If a contractor refuses to complete the reports, the contractor shall authorize the Union to do so.

**Sec. 6.4** Employers shall pay wages once each week on a calendar week basis and shall be allowed three (3) work days from the end of the payroll period to the date on which checks are distributed on the job - this time being allowed for the preparation of payroll records, etc. Each employee shall be provided an itemized statement of hours worked and gross earnings and an itemized statement of all deductions made for any purpose for each pay period. The Union agrees to the mailings of pay checks at the Contractors discretion.

**Sec. 6.5** When an Employee is laid off or discharged, a written notice stating the date and reason therefore shall be given the Employee at the time of his termination.

**Sec. 6.6** The authorized business representative of the Union may request the Contractor in writing for a notarized statement of a specific Employee's wages and hours on a particular job

for a particular period if the Union has reasonable cause to suspect that provisions of the Contract are not being complied with. A copy of the aforesaid request will be sent to the party of the first part.

**Sec. 6.7** Employees not notified by the Contractor or his agent the night before, and who report for work at the regular time, shall be paid two (2) hours pay if they are not put to work. These rules will not apply when inclement weather or conditions beyond the contractors control causes a stoppage of work. When the employer requires employees to remain on the job they must be paid.

**Sec.6.8.1** Employers may institute a mandatory direct deposit program and make it a condition of employment. An Employer who institutes a mandatory direct deposit program must deposit the employee's wages into a bank in the State of Wisconsin and Employer must pay all fees associated with the direct deposit program.

**Sec.6.8.2** Employers who institute a mandatory direct deposit program shall pay wages once each week on a calendar week basis and shall be allowed four (4) work days from the end of the payroll period to the date on which the direct deposit is made – this time period being allowed for the preparation of payroll records, etc. Each employee shall be provided an itemized statement of hours worked and gross earnings and an itemized statement of all deductions made for any purpose for each pay period.

**Sec.6.9** 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 VII – MARKET RECOVERY**

**Sec. 7.1** The Program will provide that when a signatory contractor finds non-union competition bidding on a project in which he/she is interested, the signatory contractor may submit a request form to the Wisconsin Laborers' Defense Fund Committee requesting a target rate. The Committee will evaluate the request and determine whether or not to provide a targeting grant on the project and the amount of the grant. It will be the responsibility of each

contractor to contact the Wisconsin Laborers' District Council to determine whether a particular job has been targeted.

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.

#### **ARTICLE VIII - HEALTH FUND**

**Sec. 8.1** Effective June 1, 2014, each Employer covered by this Agreement shall pay the amount as stated on **Schedule B** per hour for each hour worked by all Employees (whether Union members or not) covered by this Agreement to the Trustees of The Wisconsin Laborers' Health Fund.

These payments shall be made not later than the 15th day of each month following the month for which payment is being made. Payments to such Health 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. All of the hourly contributions paid by Employers to the Trustees of the Wisconsin Laborers' Health Fund shall become part of the trust fund of such Health Fund and shall be used for health and welfare benefits, administrative costs and as may otherwise be prescribed in the Trust Agreement governing such Fund.

**Sec. 8.2** The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration and operation of the Wisconsin Laborers' Health Fund, and of the Plan established there under, amended from time to time, and, further, agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreement and Health Fund.

**Sec. 8.3** The parties to this Agreement, and all Employers covered thereby, hereby accept as trustees, the Trustees appointed under and in accordance with such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with such

Trust Agreement. The Employers and the union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

**Sec. 8.4** The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, the Employer who fails to make timely payments to the Wisconsin Laborers' Health Fund in accordance with Sec. 8.1 of this Article.

**Sec. 8.5** The Trustees or Administrator of the Health Fund, to which Fund payments are required to be made by the Employers under this Agreement, are authorized by the parties hereto to seek any appropriate legal, equitable, or administrative relief to enforce the terms of this Agreement for the purposes of collecting any payments required to be made to such Funds, including damages and costs, or to enforce rules of the Trustees concerning the inspection and audit of payroll records, and shall not be required to invoke or resort to the grievance or arbitration procedures otherwise provided for in this Agreement.

**Sec. 8.6** In the event it becomes necessary to commence any such legal equitable or administrative action for any of the purposes set forth in this section, the Employer involved shall be obligated to pay to the Health Fund the audit fees, reasonable attorneys' fees, as well as court reporter fees, filing fees and the actual costs of effecting services of papers.

#### **ARTICLE IX – NATIONAL HEALTH INSURANCE**

**Sec. 9.1** In the event National or State Health Insurance becomes law, this agreement shall be opened for the sole and exclusive purpose of apportioning the amount currently being contributed to the Wisconsin Laborers' Health Fund. The reapportionment shall be made in accordance with agreement reached between the Trustees of that fund, the Associated General Contractors of Wisconsin, Inc. and Independent Contractors, and the Wisconsin Laborers' District Council.

#### **ARTICLE X - PENSION FUND**

**Sec. 10.1** Effective June 1, 2014, each Employer covered by this Agreement shall pay the amount as stated on **Schedule B** per hour for each hour worked by Employees (whether Union

members or not) covered by this Agreement to the Trustees of the Wisconsin Laborers' Pension Fund. These payments shall be made not later than the 15th day of each month following the month for which payment is being made. Payments to such Pension 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.

**Sec. 10.2** The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration and operation of the Wisconsin Laborers' Pension Fund, and of the Pension Plan established there under, amended from time to time, and further agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreement and Pension Plan.

**Sec. 10.3** The parties to this agreement, and all Employers covered thereby, hereby accept as trustees the Trustees appointed under and in accordance with such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with such Trust Agreement. The Employers and the Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

**Sec. 10.4** The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, the Employer who fails to make timely payments to the Wisconsin Laborers' Pension Fund in accordance with Sec. 10.1 of this Article.

**Sec. 10.5** The Trustees or administrator of the Pension Fund to which Fund payments are required to be made by the Employers under this Agreement are authorized by the parties hereto to seek any appropriate legal, equitable or administrative relief to enforce the terms of this Agreement for the purposes of collecting any payments required to be made to such fund, including damages and costs, or to enforce rules of the Trustees concerning the inspection and audit of payroll records and shall not be required to invoke or resort to the grievance or arbitration procedures otherwise provided for in this Agreement.

**Sec. 10.6** In the event it becomes necessary to commence any such legal, equitable or administrative action for any of the purposes set forth in this section, the Employer involved shall be obligated to pay to the Pension Fund the audit fees, reasonable attorneys' fees, as well as court reporter fees, filing fees and the actual costs of effecting services of papers.

#### **ARTICLE XI - APPRENTICESHIP & TRAINING FUND**

**Sec. 11.1** 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.

**Sec. 11.2** 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.

**Sec. 11.3** Notwithstanding any other provision of this agreement, the Union may remove the employees from any job site in the event that the employer is delinquent in payments including liquidated damages. If the employees are removed from the job by the Union to enforce delinquent payments, including liquidated damages, the employee shall be paid by the delinquent employer for all lost time at the straight time hourly rate.

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

**Sec. 11.4** Apprenticeship. See Apprenticeship Attachment (Schedule C).

## ARTICLE XII - VACATION/SAVINGS PLANS

### Sec. 12.1 - LACROSSE'S LOCAL #140 JURISDICTION ONLY

**Sec.12.1.1** Effective June 1, 2014, one dollar (\$1.00) per hour for actual time worked per man shall be deducted from the basic pay and be paid by the Employer to a Savings Plan. However, such savings pay shall be included in gross earnings for the purpose of computing deductions for withholding tax and Social Security. This amount shall be known on the check voucher.

**Sec.12.1.2** The savings payments to be made by an Employer pursuant to Section 1 of the Article shall be transmitted by such Employer to the Community Credit Union, P.O. Box 39, La Crosse, Wisconsin, WI 54602. Payment to said Credit Union must be made at the end of each month but not later than the fifteenth (15<sup>th</sup>) day of the following month. Payments made after the 15<sup>th</sup> of the month will be considered delinquent to the fund and shall be assessed liquidated damages at a rate of 1½% per month. No employee shall have the option to receive any payment provided for herein directly from the Employer, and in no event shall any Employer make such payment directly to any employee, but such Employer shall always make payment to the Community Credit Union of LaCrosse, Wisconsin.

### Sec.12.2 - MENASHA'S LOCAL 330 JURISDICTION

(Manitowoc and Sheboygan Counties Only)

**Sec.12.2.1** During the life of this agreement, each employer covered by this agreement and working in the jurisdiction of Local 330 Manitowoc and Sheboygan Counties only, shall withhold seventy-five (\$.75) cents for each hour worked by all Laborers covered by this agreement. Payments are due on or before the 20<sup>th</sup> day of the following month and should be made payable to: The American Bank of Fond du Lac. Send payments to Laborers' 330, 886 W. Airport Road, Menasha, WI 54952. Vacation pay should be included in the gross earnings for the purpose of computing deductions for withholding taxes and should appear on the employee's check voucher.

## **ARTICLE XIII - LECET**

**Sec. 13.1** The employer shall pay the amount stated on **Schedule B** per hour for all hours worked by any employee covered by this agreement to the Wisconsin Laborers - Employers Cooperation and Education Trust ("LECET"), a Fund established in accordance with Section 6 (b) of the Labor Management Cooperation Act of 1978.

**Sec. 13.2** Payments to the LECET 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 delinquent. Payments to such LECET 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. In the event that an employer becomes delinquent in his/her payment to the Fund, it shall be assessed liquidated damages or other policy duly adopted by the Trustees of the Fund.

**Sec. 13.3** Notwithstanding any other provision of this agreement, the Union may remove the employees from any job site in the event that the Employer is delinquent in payments including liquidated damages. If the employees are removed from the job by the Union to enforce delinquent payments, including liquidated damages, the employee shall be paid by the delinquent employer for all lost time at the straight time hourly rate.

## **ARTICLE XIV - CONSTRUCTION LABOR MANAGEMENT**

### **COUNCIL (MADISON JURISDICTION ONLY)**

The parties agree that Labor-Management Committees are beneficial to the construction industry and the promotion of union construction. The parties agree to participate in and utilize Labor-Management Committees when available and jointly agreed upon.

## **ARTICLE XV - DUES CHECK OFF**

**Sec. 15.1** The employer agrees to deduct from the wages of each employee covered by this Agreement the initiation fee and membership dues, provided that the Employer has received

from each employee on whose account such deductions are made, an assignment for the check off of initiation fee and dues. Said sums shall be forwarded by the employer to the designated Local Union. Payments to such Vacation/Working Dues 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.

**Sec. 15.2 Indemnification.** The Union hereby agrees to protect, defend, indemnify and hold harmless any contractor who is party to or is bound by this Agreement 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 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 Section 15.1. Each party will be responsible for their own attorney's fees.

#### **ARTICLE XVI – INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION FUND**

**Sec.16.1** During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund for each employee covered by or subject to this Agreement the amounts specified below per hour for all hours worked. These payments shall be made no later than the fifteenth (15<sup>th</sup>) 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 1, 2014, the hourly contribution rate shall be eleven cents (\$.11) per hour. In consideration of the payment of volume dues and other fees, AGC of Wisconsin members pay three cents (\$.06) per hour to the IAP/CA Fund.

**Sec.16.2** 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.

**Sec.16.3** 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.

**Sec.16.4** 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.

**Sec.16.5** Each Employer who is required to make payments to the IAP/CA Fund pursuant to Section 11.1 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.

**Sec.16.6** 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.

**Sec. 16.7 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 XVII – WORKWEEK, WORKDAY, OVERTIME, HOLIDAYS, FOUR TENS,  
SHIFT WORK, AND PART TIME**

**Sec. 17.1 Workday and Workweek.** Eight (8) hours scheduled between 6:00 a.m. and 6:00 p.m., with one-half hour lunch period, shall constitute a workday. Six (6) days from Monday to Saturday, inclusive, shall constitute a workweek. However, Saturday may only be used as a straight-time day if time has been lost during the week due to inclement weather or conditions beyond the contractor's control. No one is to be discriminated against for choosing not to work Saturday.

**Sec. 17.1.1 Overtime, Saturday, Sunday and Holiday Work.** All time worked in excess of eight (8) hours per day, all time worked before 6:00 a.m. or after 6:00 p.m. and all time worked on Saturday shall be paid at the rate of one and one-half times the established hourly rate of pay with the exception of time worked on Saturday make-up which shall be paid at straight time.

However, if any craft to which the contractor is signatory, other than the Operating Engineers, is working on the job and receiving overtime pay, then the Laborer will receive overtime pay.

**Sec. 17.1.2 Sundays and Holidays.** All time worked on Sundays and legal holidays shall be paid for at double the established hourly rate of pay. Time worked between 6:00 a.m. Sunday and 6:00 a.m. Monday is considered Sunday work. The same principal applies to holidays.

**Sec. 17.1.3 Four Tens.** The workweek may, at the contractor's option with notice to the Union, consist of a four-day, forty-hour week, Monday through Saturday, consisting of four ten-hour days with overtime rates applying on jobs of two (2) weeks or more duration. However, Saturday may only be used as a straight-time day if time has been lost during a workday due to inclement weather or conditions beyond the contractor's control. No one is to be discriminated against for choosing not to work on Saturday. When working such a workweek, all hours worked in excess of ten (10) hours per day shall be paid at one and one-half times the hourly rate of pay. All hours worked in excess of forty hours after four workdays shall be paid on one and one-half times the hourly rate of pay and double time for Sundays and Holidays. If any craft to which the contractor is signatory, other than the Operating Engineers, is working on the job and receiving overtime pay, then the Laborer will receive overtime pay.

**Sec. 17.2.1 Shift Work.** A shift, for the purpose of this Working Agreement shall mean one or more crews of individuals, covered by this Agreement, working on a pre-arranged schedule of hours, other than the normal workday as provided for in this Agreement.

**Sec. 17.2.2** In order to avoid any conditions which may result in discrimination in competitive bidding, all jobs on which shifts are contemplated must be reported and receive the approval of the authorized Local Union Representative before shift conditions will apply. All such agreements to be confirmed in writing by the Unions within forty-eight (48) hours.

**Sec. 17.2.** When a contractor schedules three shifts the following conditions shall apply:

**Sec.17.2.1** A shift termed the first day shift falling within the normal workweek shall consist of eight (8) hours. All time worked prior to or after the established first day shift (eight (8) hours) shall be overtime.

**Sec. 17.2.2**A shift termed the second shift, falling within the shift work week shall consist of seven and one-half (7-1/2) hours of work for a total of eight hours pay. The lunch break shall be taken as near as possible to mid-shift.

**Sec. 17.2.3**A shift termed the third shift, falling within the shift workweek shall consist of seven (7) hours of work for a total of eight hours pay. The lunch break shall be taken as near as possible to mid-shift.

**Sec.17.3** When a contractor schedules two shifts consisting of ten hours or more per shift the following conditions shall apply:

**Sec.17.3.1** A shift termed the first shift shall have a half hour unpaid lunch, and a second coffee break under the same conditions described in Section 20.4.

**Sec.17.3.2** A shift termed the second shift shall have a half hour paid lunch, and a second coffee break under the same conditions described in Section 20.4.

**Sec. 17.4** All Saturday and shift work overtime hours as described in Sections 17.2.1, 17.2.2 and 17.2.3 above shall be paid at one and one-half times the normal hourly wage except that any time worked between 6:00 a.m. Sunday and 6:00 a.m. Monday, and holidays, shall be paid at double the normal hourly wage rate. First, second and third shift hours as described in Sections 17.2.1, 17.2.2 and 17.2.3 shall apply on Saturday, Sunday and Holidays.

**Sec. 17.5** Legal Holidays. New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day are legal holidays. Double time will be paid for all hours worked on these holidays.

**Sec. 17.6** Part-time Work. Employees called out from the Hall for part-time work shall receive a minimum of four (4) hours' pay.

## ARTICLE XVIII – STEWARDS, FOREMEN, WATCHMEN AND SECURITY GUARDS

**Sec. 18.1 Stewards.** The Employer recognizes the right of the union to designate a job steward or stewards to handle such Union business as may from time to time be delegated to him/her by the Union so designated. The Union shall notify the Contractor in writing of the identity of the steward or stewards as soon as his identity is determined. The steward shall not interfere with normal construction operations while carrying out his duties as steward. The steward shall be retained for the duration of the job, except for incompetence or insubordination; and, in the event of discharge for either of these reasons, the steward and Business Representative must be given notice of the discharge and cause of the discharge in writing. The Contractor may lay off the steward because of work shortage if the steward is a temporary employee and all other Laborers' on the job are regular employees of the Contractor.

**Sec. 18.2.1 Foremen.** A working foreman shall be employed on a crew wherever an Employer has ten (10) or more Laborers employed on any one (1) crew.

**Sec. 18.2.2** On projects of \$750,000.00 general and less, no more than one (1) foreman will be required for a total laborers work force of ten (10) or more. No foreman will be required if the total laborers work force is less than ten (10). This shall not apply on Hydro, Power Plant, Silo, Chimneys & Paper Mill Projects

**Sec. 18.2.3** The Laborer foreman shall be selected by and be the representative of the Employer, and shall also be a member in good standing of the Laborers' Union. The superintendent and/or foreman shall be selected by and be the representative of the Contractor.

**Sec. 18.3 Watchmen.** Watchmen shall receive time and one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, Monday through Friday. Saturdays, Sundays, and legal holidays shall be paid at one and one-half times the established hourly rate.

There shall be a minimum guarantee of two (2) hours at the established rate when a watchman reports for work. This article shall not apply to working watchmen.

**Sec. 18.4 Security Guards.** When outside agencies are employed as security personnel on the jobsite, employees of the agency shall not perform construction work normally assigned to the Laborers' International Union of North America.

#### **ARTICLE XIX – DUAL ASSIGNMENT AND JURISDICTIONAL DISPUTES**

**Sec. 19.1 Dual Assignment.** The Employer's obligation to assign the work described in this Agreement or the Exhibit attached hereto, to the members of the bargaining unit is void in the case of work assigned by another collective bargaining agreement if it is claimed by another bargaining unit. For a claim of improper assignment to merit consideration of pay for members of the claiming craft, the claim of improper assignment must be made within seven (7) days after discovery of the claimed item of work. In such cases, the Employer will continue with his/her original assignment until the two (2) business agents of the claiming unions or the International Representatives of the claiming unions resolve the jurisdictional dispute. The Employer will not be liable for any back wages if, upon written notification of the decision of the business agents or the International Representatives, the Employer makes the assignment in accordance with their decision. Back wages, if assessed for non-compliance with the final decision of the Business Agents and/or International Representatives, shall begin from the date of receipt of written notice.

**Sec. 19.2 Jurisdictional Disputes.** In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work called by the Union while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled. The employers agree to recognize the jurisdiction awarded to the Laborers' as defined in this agreement.

It is further agreed that the Local representatives of the Local Unions involved shall make every effort to settle the jurisdictional dispute. If these Local representatives of the Local Unions fail to resolve the jurisdictional dispute within five (5) days after the dispute is referred to them then it is further agreed that the proper representatives of the International Unions of the Local Unions involved shall be informed of the jurisdictional dispute.

If the representatives of the International Unions fail to settle or resolve the jurisdictional dispute within ten (10) days after the dispute is referred to them, then the dispute shall be referred to the National Labor Relations Board for settlement.

#### ARTICLE XX – WORKING RULES

**Sec 20.1** All work contracted by the Contractors within the jurisdiction of other locals of the Laborers' International Union of North America shall be in accordance with conditions established by such local.

**Sec. 20.2** No Laborer shall be allowed to work underground or in a hazardous place unless other employees are working around or nearby.

**Sec. 20.3** There shall be no restrictions on the use of machinery or tools furnished by the Contractor provided that they are operated by employees of the craft having jurisdiction over the work involved. The Contractor shall furnish rubber gloves, aprons, and goggles when laborers are working with acids or coal tar enamel protection coatings for steel water pipe. When an Employee is required by the Employer to perform work in the rain, he/she shall be furnished with necessary rain gear for his use. Employers are to furnish reasonable, comfortable, heated and adequate quarters for eating. Employers are also to furnish, within forty-eight (48) hours after the commencement of the job, clean and adequate toilet facilities, protected from the weather, and clean drinking water and paper cups.

**Sec. 20.4** 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.

**Sec. 20.5** **Non-laborer Apprentices** shall not do any work coming under the jurisdiction of the Laborers' International Union of North America.

**Sec. 20.6** **Travel or Subsistence.** Subsistence shall not be mandatory under the terms of this Agreement. However, an employee may negotiate subsistence with an employer's designated representative. No employer will challenge the unemployment compensations claim of an employee who refuses to travel more than fifty (50) miles from his principle residence to a jobsite within the jurisdiction of this Agreement. No Employer will discriminate against or discharge an employee who refuses to travel more than fifty (50) miles from the employee's principle residence to a jobsite within the geographical jurisdiction of the Agreement.

**Sec. 20.7** **Cell Phones.** Employees shall not use cellular phones and/or pagers while working on the project site. Use of such equipment shall be confined to non-working hours, including the lunch break.

**Sec. 20.8** **Insubordination.** Insubordination, as utilized 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.

## **ARTICLE XXI – UNION ACCESS TO JOBSITE**

**Sec. 21.1** The Business Representatives or authorized Union Representatives of the Union shall be permitted to visit all jobsites at any time and whenever possible. These Representatives shall make every effort to contact the job superintendent or person in charge, but will in no way interfere with the progress of work.

## ARTICLE XXII - SUBCONTRACTING

**Sec. 22.1 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/she 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. The employer will not promote any arrangement with a project owner or other party to evade the provisions of this Article.

**Sec. 22.2 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.

**Sec. 22.3** The Union agrees that when the Employer is required by any governmentally imposed requirement to sublet, contract out or award bargaining unit work to any Minority, Disadvantaged, Small and/or Female Business Enterprise or any other such similarly designated enterprise, and a dispute exists, the Contractor and the Union shall meet and agree upon an equitable solution to the dispute.

## ARTICLE XXIII - SAFETY RULES, INJURIES AND PRE-JOB CONFERENCE

**Sec. 23.1** The Employers, the Union, and the Employees covered by this contract shall comply with all rules and laws pertaining to safety and sanitation established by the Federal, State, and Local Governments. Safety devices provided by the Contractors shall not be removed by the workman; and where individual safety devices are furnished by the Contractors to be worn by the Employees, they shall be worn. Safety equipment required by the Employer shall be furnished and paid for by the Employer. All such equipment furnished by the Employer shall remain the property of the Employer.

If required by either the contractor or the owner's safety policy, employees shall furnish at their own expense, steel toe safety shoes.

**Sec. 23.2** Members of the Union, as a condition of employment, shall be required to sign a statement indicating receipt of, reading of, and willingness to comply with the Safety Instructions for Employees as published by Associated General Contractors, of Wisconsin, Inc. and Independent Contractors. If the Contractor adopts these safety instructions as a portion of his company's safety program.

Also the Contractor and the Union mutually agree that the members shall attend a safety training program as provided by the Wisconsin Laborers' Training & Apprenticeship Fund, or the A.G.C., or contractors sponsored program.

Employees shall be compensated for attending required safety meetings outside normal work hours.

**Sec. 23.3** If an Employee is injured on the job and requires medical attention, he/she is to be paid for time spent obtaining such treatment. If he/she is advised not to return to work he/she is to be paid until the time of his/her discharge from the medical treatment center. If hospitalization is required, he/she is to be paid for the entire day.

**Sec.23.4** The Union recognizes the importance of journeymen upgrade training for all Laborers, and agrees to fully cooperate with Employers in their concerted effort to provide a highly skilled workforce. If the Employer provides certified training to Union employees, the Employer shall forward notification of such training to the Union. The Union shall complete and maintain a database that shall be available to signatory contractors for verification of training.

**Sec. 23.4.1** At the request of the Union, prior to starting work on any project, the contractor and the Union shall jointly establish a time and place for a prejob conference. Where the contractor refuses to participate in a prejob conference, the Union, notwithstanding any other provision of the agreement, shall reserve the right to withhold the services of members of the bargaining unit employed by the contractor and subcontractors until a prejob conference is held, providing the Union is ready, willing and able to conduct a prejob conference promptly.

**Sec. 23.4.2** The contractor shall designate the proposed subcontractors at the prejob conference who may perform work covered by this agreement, if the contractor knows who the subcontractors are.

#### **ARTICLE XXIV - PICKET LINE**

**Sec. 24.1** The refusal of an Employee to enter and do work or make deliveries in a place where a picket or lockout is in force shall not be deemed a violation of this Agreement, nor shall it be justification for discharge.

**Sec. 24.2** In the event of a work stoppage in violation of Sub-Section 24.1 of this Article, the Union shall immediately instruct the involved Employees in writing, with a copy to the Employer, that their conduct is in violation of the Contract, that they may be disciplined up to and including discharge, and instruct all such persons to quit the offending conduct and return to work.

#### **ARTICLE XXV - DELINQUENCY & BOND PROVISIONS**

**Sec. 25.1** In the event an Employer becomes delinquent in the payment of the sums required to be paid to the several Trust Funds, as provided in ARTICLES VI, VII, VIII, AND IX of this Agreement, then such Employer shall become obligated for all claims that may arise during the period of delinquency. In addition, in the event the Trustees of any of the several Trust Funds have not established a schedule of liquidated damages to be paid in the event of delinquency in making required payments, then the Employer who has become delinquent in making such payments shall become liable for the payment of liquidated damages in an amount equal to ten percent (10%) of the payments which are overdue and thus delinquent.

**Sec. 25.2** In the event legal or administrative action becomes necessary to recover the sums due to the several Trust Funds, the delinquent Employer shall be required to pay all court costs, service fees, court reporter fees, and actual, reasonable attorney's fees. Transient Employers may be required to furnish a bond sufficient to insure payment of contributions to the several Trust Funds.

**Sec. 25.3** Each Employer shall be required to post with the office of the Fund Administrator, or with the Central Depository, a cash or surety bond in form satisfactory to the Trustees of the trust Funds referred to in ARTICLES VI, VII, VIII, AND IX and in the face amount of \$10,000, which bond shall cover all of the Trust Funds referred to in ARTICLES VI, VII, VIII, AND IX. Any such surety bond shall assure payment of all sums required to be paid to such Trust Funds under this Agreement in the event of the Employer's subsequent delinquency as to any or all of such Trust Funds, and it shall be kept in force and be maintained in full amount for a period of not less than twelve (12) consecutive calendar months during which no delinquency has occurred on the part of such Employer.

**Sec. 25.4** The requirements of Section 25.3 shall not apply to any Employer that, during the twelve (12) consecutive months immediately preceding the effective date of this Agreement, has made all the timely payments required to be paid to the several Trust Funds referred to in ARTICLES VI, VII, VIII, AND IX, pursuant to a collective bargaining agreement requiring the payment of contributions to such Trust Funds.

#### ARTICLE XXVI - SEPARABILITY CLAUSE

**Sec. 26.1** Any provisions of this Agreement that are held to be in violation of State or Federal law shall not be binding upon the parties hereto. In the event that any of such provisions are found to be in violation of any such law, the contract shall be reopened for the purpose of renegotiating the subject matter covered by such provision, but only for such purpose.

**Sec. 26.2** Any provisions of this Agreement which may be in violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any such provisions of the agreement are held or constituted to be void, or to be in violation of any such laws, nevertheless, the remainder of the agreement shall remain in full force and effect, unless the parts of provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of such laws, the contract shall be reopened for the purpose of renegotiating the subject matter covered by such provisions, but only for such purpose.

## **ARTICLE XXVII- HIRING HALL**

**Sec. 27.1** In the interest of maintaining an efficient and effective system of production within the construction industry on a non-discriminatory 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 workers who must gain their livelihood from an industry to which they contribute their labor, there is hereby established this plan of referral between the contractor and the Union as referred to in the basic agreement.

**Sec. 27.2** Registration, selection and referral of applicants for employment shall be on a non-discriminatory basis and in no way affected by Union membership rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements.

**Sec. 27.3** The Employer shall notify the Union of the need for workers and shall not recruit applicants directly or hire persons who have not been referred by the Union except under the conditions stated herein.

Providing the non-referred workers are members of the Local having jurisdiction of the area:

- (a) The Contractor may directly employ those employees who have been hired by him/her during the previous three years.
- (b) The Contractor may employ a minimum number of key workers who have been previously employed by that Contractor.
- (c) The Contractor may bring one key worker onto the project site for every one worker from the local Laborers' hiring hall, up to a maximum of five people. The remainder of the workers shall come from the Laborers' hiring hall.
- (d) The Contractor may appoint a labor foreman of his/her choice.
- (e) The Contractor may employ workers drawing compensation from said employer's account.

Section 27.3 shall only apply to the hiring of workers in the geographical jurisdiction of Local 140 and Local 330.

**Sec. 27.4**

In requesting referrals, the Employer shall specify:

(a) Number of employees required

(b) Nature and type of construction work

(c) Location of the project

(d) Information deemed important to enable the Union to make proper referral of applicants.

**Sec. 27.5** 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 procedure contained in the basic contract.

**Sec. 27.6** The Union shall maintain a register of applicants available for employment established on the basis of the groups listed below. Each applicant shall re register in the highest priority group for which he/she qualifies. Registration and referral of all applicants shall be in accordance with the following plan:

**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 three (3) years by an Employer who is a party to a collective bargaining agreement, and who has maintained residence for the past three (3) years within the geographical area constituting the normal construction labor market.

**Group B.** An applicant for employment who has two (2) years experience as a construction laborer and has been employed for a period of at least two (2) years by an Employer who is a

party to a collective bargaining agreement, and who has maintained residence for the past two (2) years within the geographical 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 has been employed for a period of at least one (1) year by an Employer who is a party to a collective bargaining agreement, and who has maintained residence for the past year within the geographical area constituting the normal construction labor market.

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

**Sec. 27.7** 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.

**Sec. 27.8** 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/her appropriate place within his/her Group and shall be referred to another Employer in accordance with the position of his/her Group in his 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.

**Sec. 27.9** Registration of applicants for referral shall be had 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 shall then be given to all interested parties: by posting

in the Union Office and on the job site in conspicuous locations, not less than forty-eight (48) hours before any registration period.

**Sec. 27.10** In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturday, Sundays and Holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer will notify the Local Union of the names and dates of such hiring. Section 27.10 shall only apply to the hiring of workers within the geographical jurisdictions of Local 140 and Local 330.

**Sec. 27.11** 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 the referrals are made pursuant to a request of the Contractor.

**Sec. 27.12** 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.

**Sec. 27.13** 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.

**Sec. 27.14** The Employer and the Union shall post in appropriate places, where notices to employees and applicants are customarily posted, all provision relating to the hiring arrangement set forth in this agreement.

**Sec. 27.15** The Employer may hire employees by any means he/she desires if necessary to comply with any law or requirement of a project contract relating to the hiring of minorities, providing such required minority employees cannot be supplied by the Union as stated above.

**Sec. 27.16** Laborers' Jurisdictional Claims - See Schedule A

**Sec. 27.17** A son or daughter of an owner of each company signatory to this agreement, who is a full time student, is permitted to work on a job site during the months of June, July and August without being a member of the Union under Article II.

This clause can be altered by mutual agreement of the union and contractor.

**Sec. 27.18** The various Unions agree to discuss movement of personnel across local lines on a case-by-case basis

#### **ARTICLE XXVIII – EMPLOYMENT VERIFICATION**

**Sec. 28.1** The Union shall inform all applicants that if they are extended an offer of employment they must provide two forms of identification from the approved list to allow an Employer to complete an Employment Eligibility Verification Form (I-9) before they may begin work.

**Sec. 28.2** 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.

**Sec. 28.3** 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.

#### **ARTICLE XXIX – SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM**

**Sec.29.1** 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.

**Sec.29.2** The Employers hereby agree to pre-fund the costs of the testing pursuant to the Standardized Drug Testing Program through a cents-per-hour contribution, as determined by the Drug Testing Committee and to pay the sum established for such program in Schedule B.

#### **SCHEDULE A - JURISDICTIONAL CLAIMS**

Pipelayer, concrete specialist, fire watch and confined space entry, soil nailing, pipe bursting, ground heating and hydro mobile.

**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 or operation of a buckhoist.

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 other drying process.

**General Cleaning and clearing;** defined as cleaning and clearing during the course of construction in the building construction area of all debris; wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure; general sweeping, cleaning, washdown, and wiping of construction facility, equipment, and furnishings; removal and loading or burning of all debris; general cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities; general cleanup, mopping, washing, waxing, and polishing or dusting of all floors or areas therein.

**Final/Specialty cleaning** is defined as any cleaning just prior to turning a building, or portions thereof, over to an owner. Nothing shall limit a contractor's right to employ any janitorial and/or professional cleaning firm subsequent to the general cleanup to perform Final/Specialty cleaning.

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 trade 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 the erection thereof. The dismantling of said scaffolds, as well as preparation for foundation or mudsills for said scaffolds maintenance of same, shall be done by Laborers.

**EXCAVATIONS AND FOUNDATION-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 sandbags 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. Felling, 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 on-site portable sawmill operations connected with clearing. Erection, dismantling and /or reinstallation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees, or other debris, and burning where required. All soil test operations of semi and un-skilled labor, such as filling of sand bags, 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, guniting, 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, gunited or placed by any other process. The assembly, uncoupling 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, and puddling, leveling and strike-off of concrete or aggregates by floating, rodding, or screeding, by hand or mechanical means prior 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. Insulated concrete forms as part of a composite crew where the balance of the crew is the trade of the contractor's choice.

The filling in 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 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 reused in their original form, and the stripping of forms on all flat 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 nozzle, hoses, and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and un-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 road-beds, and sub-grade for all paving, including excavation, dumping and spreading of sub-grade 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 therefore. 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 therein. 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, levee, aquaducts, 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 or retimbering, 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 guniting or 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, aquaducts, 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, pilings, abutments, etc. Excavation, grading, grade preparation, and landscaping of approaches. Installation of pipe, gradings, and grille work for drains or other purposes. Installation of well points or any other dewatering system.

**COMPRESSED 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 pusher, grout machine operators, steel setters, cage tenders, skimmers, track layers, dump men, diamond drillers, timbermen and retimbermen, cherry pick men, nippers, chucktenders and cable tenders, vibratormen, jet-gun men, gunite nozzle men, gun men, rebound men, and all other work connected therewith.

**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, resurfacing 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 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 backfilling, 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 MEN:** Signal men on all construction work defined herein, including traffic control signal men 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, grade markers, etc.

**FACTORIES:** All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material 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, junk yards, asphalt plants, concrete products 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, signalmen, 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 building 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 as removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards 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, excavation, grading, sub-grading, 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 and 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 and 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.

**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.

**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 hereinafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the Executive Council or conventions of the American Federation of Labor.

**WISCONSIN LABORERS' BUILDING WAGE RATES  
EFFECTIVE JUNE 2, 2014**

	OVERSE	BASE WAGE	HEALTH	PENSION	VACATION WORKING DUES	APPRENTICESHIP & TRAINING	LEDET	TOTAL PACKAGE	USPCA**	DRUG PROGRAM
Local 140	\$1.25	\$24.97	\$7.80	\$7.00	\$-2.18	\$0.24	\$0.08	\$40.09	\$30.11	\$30.01
Councils of:					\$1.00 weekly					
Buffalo, Crawford, Grant, Jackson,					\$1.25 Weekly Dues					
Juneau, La Crosse, Monroe,					Process member vacation funds are					
Richard, Transylvania & Vernon					Community Credit Union, P.O. Box 35, La Crosse, WI 54602					
<p>* Minimum on vacation working dues indicates amount to be deducted from base rate after tax deduction.</p> <p>** USPCA is a voluntary working dues indication and is not part of the negotiated wage. They are not to be deducted from the total package.</p> <p>*** In consideration of the payment of volume dues and other fees, A.G.C. of Wisconsin members may deduct \$0.05 from their USPCA fee of \$0.11 net. In lieu of contributing to the USPCA Fund, the \$0.11 may be added to Apprenticeship and Training Fund, for a total contribution of \$0.55/week.</p>										
Laborer Foreman	Premium \$1.00 over General Laborers' Scale									
Certified Welder	Premium \$1.00 over General Laborers' Scale									
Local 140 Area ONLY - Pipefitter	Premium \$1.00 over General Laborers' Scale									
Pipelayer Foreman	Premium \$1.00 over Pipefitter									
Mason Tender	Premium \$ .25 over General Laborers' Scale									

**WISCONSIN LABORERS' BUILDING WAGE RATES  
EFFECTIVE JUNE 2, 2014**

	INCREASE	BASE WAGE	HEALTH	PENSION	VACATION WORKING DUES	APPRENTICESHIP & TRAINING	LESET	TOTAL PACKAGE	IRFCA**	DRUG PROGRAM
Local 269	\$1.25	\$24.87	\$7.80	\$7.00	*-\$1.18	\$0.24	\$0.08	\$40.08	**\$0.11	**\$0.01
Counties of:										
Barron, Chippewa, Duroit										
Eau Claire, Pepin, Pierce,										
Polk, Rock, St. Croix,										
Western 1/3 of Taylor and										
Western 1/3 of Clark										
Counties of:										
Lac du Flambeau, Lincoln, Marathon,	\$1.25	\$24.22	\$7.80	\$7.00	*-\$1.18	\$0.24	\$0.08	\$39.34	**\$0.11	**\$0.01
Oneida, Price, Vilas, Wood,										
eastern 2/3 of Taylor and										
eastern 2/3 of Clark										
Counties of:										
Burnett, Iron, Sawyer and	\$1.25	\$23.37	\$7.80	\$7.00	*-\$1.18	\$0.24	\$0.08	\$38.49	**\$0.11	**\$0.01
Wisconsin										
* While sign on vacation working dues indicates amount to be deducted each base rate after tax deductions.										
** Drug Program and IRFCA are jointly administered and are not part of the negotiated wage. They are not to be deducted from the total package.										
** In consideration of the payment of volume dues and other dues, A. C. C. of Wisconsin members may reduce 50% of their IRFCA fee of \$0.11 hourly.										
in lieu of contributing to the IRFCA Fund the \$0.11 hourly may be added to Apprenticeship and Training Fund for a total contribution of \$0.25 hourly.										
Foreman										
Carried Worker										
Mason Tender										
Foreman										
Carried Worker										
Mason Tender										
Foreman										
Carried Worker										
Mason Tender										

**WISCONSIN LABORERS' BUILDING WAGE RATES  
EFFECTIVE JUNE 2, 2014**

	BASE WAGE	HEALTH	PENSION	VACATION WEEKS/DUES	APPRENTICESHIP & TRAINING	LEDET PACKAGE	TOTAL PACKAGE	WPC-A**	DRUG PROGRAM
Local 330	\$1.25	\$7.90	\$7.00	*5-1.18	\$0.24	\$0.08	\$19.34	**\$0.11	**\$0.01
Councils of Brown, Calumet, Door, Dodge, Ford and Lee, Forest, Green Lake, Kewaunee, Marinette, Marinette & Manitowish, Oconto, Outagamie, Pierce, Sheboygan, Waupesa, Waushara and Winnebago	\$1.25	\$7.90	\$7.00	*5-1.93 \$0.16 vacation \$1.18 working dues	\$0.24	\$0.08	\$19.34	**\$0.11	**\$0.01
Councils of Manitowish and Sheboygan	\$1.25	\$7.90	\$7.00	*5-1.93 \$0.16 vacation \$1.18 working dues	\$0.24	\$0.08	\$19.34	**\$0.11	**\$0.01
*Minus sign in vacation working dues indicates amount to be deducted from paycheck after tax deductions.									
**Drug Program and WPC-A are solely contractor contributions and are not part of the negotiated wage. They are not to be deducted from the total package.									
**In consideration of the payment of volume dues and other fees, A.C.C. of Wisconsin members may deduct \$0.50/hour from the WPC-A fee of \$0.11/hour.									
In lieu of contributing to the WPC-A Fund, the \$0.11/hour may be added to Apprenticeship and Training Fund, for a total contribution of \$0.35/hour.									
Labors Foreman	Premium \$1.00 over General Laborers Scale								
Carded Welder	Premium \$1.00 over General Laborers Scale								
Missed Tender	Premium \$ .25 over General Laborers Scale								

**WISCONSIN LABORERS' BUILDING WAGE RATES  
EFFECTIVE JUNE 2, 2014**

	INCREASE	BASE WAGE	HEALTH	PENSION	VACATION WORKING DUES	APPRENTICESHIP & TRAINING	LEGGET PACKAGE	TOTAL PACKAGE	UNION DUES	DRUG PROGRAM
Local #64										
County of	\$1.25	\$24.97	\$7.80	\$7.00	\$ - 1.18	\$0.24	\$0.08	\$40.09	\$0.11	\$0.01
County of Adams	\$1.25	\$24.22	\$7.80	\$7.00	\$ - 1.18	\$0.24	\$0.08	\$39.54	\$0.11	\$0.01
<p>* Minus sign on vacation/working dues indicates amount to be deducted from dues rate after tax deduction.          † Paid Program and UAW/ILA are safety committee contribution and are not part of the negotiated wage. They are not to be deducted from the total package.          ‡ The consideration of the payment of volume dues and other fees, A.C. of Wisconsin members may deduct \$0.05 from the UAW/ILA fee of \$0.11 hour.          ††† In lieu of contributing to the UAW/ILA Fund, the \$0.11 may be added to Apprenticeship and Training Fund, for a total contribution of \$0.35/hour.</p>										
Formman										
Column Welder										
Mason Tender										
	Premium \$1.00 over General Laborers' Scale									
	Premium \$1.00 over General Laborers' Scale									
	Premium \$ .25 over General Laborers' Scale									

**CLASSIFICATION WAGE DIFFERENTIAL**

**Laborer Foreman      Premium \$1.00 over General Laborer's scale**

**Certified Welder      Premium \$1.00 over General Laborer's scale**

**La Crosse Area Only:**

**Pipelayer              Premium \$1.00 over General Laborer's scale**

**Pipelayer Foreman      Premium \$1.00 over Pipelayer**

**Mason Tender          Premium \$0.25 over General Laborer's scale**

Each employee performing the work of a mason tender shall receive a premium of twenty-five cents (\$0.25) per hour over the General Laborer's rate.

The laborer must have scaffold building and mason tending training in order to receive the premium.

The training can be provided by either the Contractor or the Laborers or a combination thereof.

A Contractor will 'grandfather' a laborer whom the Contractor knows to be qualified and therefore pay him/her the premium.

If a Contractor calls the hall for a mason tender, that worker must show his/her credentials in order to receive the premium. A Contractor may, however, voluntarily pay the premium to the mason tender without the required training.

## **SCHEDULE C - APPRENTICESHIP**

1. 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.

2. 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.

3. The Apprentice wage rates:

<b>Hours of Credit</b>	<b>Wage Rate</b>
0-1000 hrs.	70% of journey rate +10% wage added on
1001-2000 hrs.	75% of journey rate +10% wage added on
2001-3000 hrs.	85% of journey rate + 10% wage added on
3001-4000 hrs.	90% of journey rate + 10% wage added 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 their 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 & 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 shall participate in the Apprenticeship Program by accepting Apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.
8. An Employer with three (3) Journey Workers may have one Apprentice. The Employer may have a second Apprentice if there are six (6) Journey Workers and a third Apprentice if there are fifteen (15) Journey Workers. Thereafter, the ratio shall be one (1) Apprentice for five (5) Journey Workers.
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.
11. An Apprentice shall not be penalized for taking off from work to attend offsite training.

## **WISCONSIN LABORERS' LOCALS**

### **LOCALS THAT HAVE JURISDICTION UNDER THIS AGREEMENT:**

#### **WISCONSIN 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 #140**

2771 George Street

La Crosse, WI 54603

Clark Jensen, Business Manager

Phone: 608/788-1095 Fax: 608/788-6082

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

2233 Birch Street

Eau Claire, WI 54703

Jeff Dehnhoff, Business Manager

715/835-5001 Fax: 715/835-4098

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

1438 N. Stoughton Road

Madison, WI 53714

Dan Burke, Business Manager

608/244-6400 Fax: 608/244-6540

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

886 W. Airport Rd.

Menasha, WI 54952

Tony Marcelle, Business Manager

Phone: 920/722-2104 Fax: 920/722-2105

#### **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

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

4633 LIUNA Way, Suite 100

DeForest, WI 53532

608/846-5764 Fax: 608/846-3862



## ASSUMPTION OF AGREEMENT

The undersigned contractor hereby assumes and agrees to accept and abide by all the terms and conditions of the 2014-2017 master labor agreement between The Associated General Contractors of Wisconsin, Inc. and Independent Contractors, and the Wisconsin Laborers' District Council and its affiliates.

It is specifically understood that this Master Labor Agreement may be amended or terminated in the manner set forth in Article I of this Laborers' Agreement, but that, in the event any of the undersigned notify the other party hereto in writing of its desire to amend or terminate, this Master Labor Agreement shall be reopened for negotiations upon proof that timely notice of such desire has been sent to said Contractors.

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 where ever specific provisions for improvement are made in said Laborers' Agreement.

SIGNATURE PAGE

AGREED BY THE ASSOCIATED GENERAL CONTRACTORS OF WISCONSIN, INC.

By: Robert L. Barker  
Robert L. Barker

AGREED BY THE WISCONSIN LABORERS' DISTRICT COUNCIL

By: John Schmitt  
John Schmitt

Stated at Madison, Wisconsin,

this 1 day of June 2014.

FOR THE CONTRACTOR:

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

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_

**Name of Representative (Title)**

WISCONSIN LABORERS' DISTRICT COUNCIL

\_\_\_\_\_

**Name of Representative (Title)**

Local Union: \_\_\_\_\_

**Name of Representative (Title)/(Local #)**

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_