

**Tri-County  
Contractors'  
Associaton, Inc.**

**TCCA**

**Agreement Between  
Tri-County Contractors' Association, Inc.  
and the**

**Laborers International Union of North America  
Local Union #113  
Racine, Kenosha, Wisconsin**



**6/1/17 – 5/31/20**

TABLE OF CONTENTS

CODE OF PERFORMANCE ..... 1

PREAMBLE ..... 1

ARTICLE 1  
PURPOSE ..... 2

ARTICLE II  
RECOGNITION ..... 2

ARTICLE III  
ASSOCIATION LIABILITY ..... 3

ARTICLE IV  
EMPLOYER RIGHTS ..... 3

ARTICLE V  
UNION SECURITY ..... 3

ARTICLE VI  
EMPLOYEE CONTRACTING ..... 4

ARTICLE VII  
UNEMPLOYMENT AND WORKERS COMPENSATION ..... 4

ARTICLE VIII  
GENERAL PROVISIONS ..... 5

ARTICLE IX  
ARBITRATION ..... 6

ARTICLE X  
JURISDICTION ..... 7

ARTICLE XI  
STEWARDS AND UNION BUSINESS MANAGERS ..... 7

ARTICLE XII  
HOURS OF EMPLOYMENT ..... 8

ARTICLE XIII  
OVERTIME RATES AND HOLIDAYS ..... 9

ARTICLE XIV  
WAGE RATES AND PAY DAY ..... 10

ARTICLE XV  
BOND PROVISIONS ..... 11

ARTICLE XVI  
VACATION FUND ..... 11

ARTICLE XVII PENSION FUND .....	12
ARTICLE XVIII HEALTH FUND .....	15
ARTICLE XIX SEVERABILITY CLAUSE .....	17
ARTICLE XX NO DISCRIMINATION .....	17
ARTICLE XXI OTHER CONTRACTS .....	17
ARTICLE XXII SUBCONTRACTING .....	17
ARTICLE XXIII PICKET LINE .....	18
ARTICLE XXIV REFERRAL SYSTEM .....	18
ARTICLE XXV GEOGRAPHICAL JURISDICTION OF GENERAL LABORERS .....	21
ARTICLE XXVI SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM .....	22
EXHIBIT A – CONSENT TO BREATH AND/OR BLOOD TEST .....	33
EXHIBIT B – CONSENT TO URINALYSIS .....	33
ARTICLE XXVII WISCONSIN LABORER'S APPRENTICESHIP AND TRAINING FUND AND L.E.C.E.T. FUND .....	34
ARTICLE XXVIII TRI-COUNTY CONTRACTORS ASSOCIATION INDUSTRY ADVANCEMENT PROGRAM .....	35
ARTICLE XXIX APPRENTICESHIP .....	37
ARTICLE XXX DURATION .....	40
ARTICLE XXXI MARKET RECOVERY .....	42

**Agreement Between  
Tri-County Contractors' Association, Inc.  
and the  
Laborers International Union of North America  
Local Union #113  
Racine, Kenosha, Wisconsin**

**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.

**PREAMBLE**

This Agreement is made and entered into this 1st day of June, 2017, by and between the TRI-COUNTY CONTRACTORS' ASSOCIATION OF RACINE, KENOSHA, AND WALWORTH COUNTIES, on behalf of its "member contractors" employing building and construction laborers in Racine and Kenosha Counties, hereinafter referred to as "Employer" and the WISCONSIN LABORERS' DISTRICT COUNCIL'S AFFILIATED LOCAL #113 OF KENOSHA and RACINE, WISCONSIN, hereinafter referred to as "Union."

## ARTICLE I – PURPOSE

This Agreement is motivated by the desire of the parties to continue harmonious relations, to provide orderly collective bargaining relationships and prompt and equitable disposition of grievances, to maintain fair wages, hours and other working conditions, to allow the Employers to operate and manage their affairs as efficiently and flexibly as possible, to prevent work stoppages, strikes, and lock-outs, to promote good relations between the parties, and to reduce to contract form all of the understandings arrived at by collective bargaining with reference to terms and conditions of employment.

## ARTICLE II – RECOGNITION

Section 1. The association and the Employers recognize the Union on a multi-employer basis as the exclusive bargaining agent with reference to wages, hours of work and conditions of employment for all building and construction laborers employed by the Employers in Kenosha and Racine, Local 113.

Section 2. The Union recognizes the Tri-County Contractors' Association as the bargaining unit for all Employers who have so authorized the Association for all work covered hereunder. The Union agrees that it will require any Employer who desires to perform work in the areas covered by this Agreement to become signatory to this Agreement. The Union will not enter into any other agreement with any Employer for work covered by this Agreement. The Association agrees to furnish the Union lists of such Employers prior to July 1, 2012, and upon request thereafter. Upon such authorization, any Employer shall become a member of the multi-Employer bargaining unit here involved and thereby a party to this Master Agreement. Individual Employers who have not so authorized the Association shall by becoming party to this Master Agreement, also become part of said multi-employer bargaining unit, and said individual Employer authorizes the Association to negotiate successor agreements on its behalf and said individual Employer specifically adopts all provisions of any successor Master Agreement entered into between

the Association and the Union. Withdrawal from the multi-employer bargaining unit may be accomplished only by written notice, to the Union and to the Association at least sixty(60) but no more than ninety (90) days prior to the date of expiration of this Agreement or any renewal period hereof. Notice to the Association shall constitute notice to each and all members of the multi-employer bargaining unit.

## ARTICLE III – ASSOCIATION LIABILITY

It is understood and agreed that the Association is a party to this Agreement only as a negotiating agent. Nothing in this Agreement shall be construed to make the Association liable for the failure of any Employer represented by it, or any other Employer covered by this Agreement, to comply with the provisions of this Agreement.

Employers working in this jurisdiction will join the Tri-County Contractors' Association.

## ARTICLE IV – EMPLOYER RIGHTS

The Employer shall at all times, subject to the express limitations of this Agreement, have full control of matters, relative to the management and control of their business.

## ARTICLE V – UNION SECURITY

Section 1. All present employees of the Employers who are members of the appropriate Union as of the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall, as a condition of continued employment, maintain membership in such appropriate Union to the extent of tendering the periodic dues and initiation fees uniformly required by such Union as a condition of acquiring or retaining membership. All present employees of the Employers who are not members of the appropriate Union, and all employees of the Employers hired after the effective date or execution date of this Agreement, whichever is the latter, shall as a condition of continued employment, become and maintain membership in the appropriate Union as a

condition of acquiring or retaining membership, after the seventh day following the date of hire or the effective date of this Agreement or the execution date of this Agreement, whichever is the latter. 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 without being a member of the Union under Article V. Nothing in this Section shall be construed so as to require the Employer to violate any applicable law.

Section 2. When the Employer needs additional employees, he shall give the Union the opportunity to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. This Section shall only be enforceable where permitted by applicable law. No later than 10 days after the Employer hires an employee to perform work covered by this agreement, the Employer shall provide the Union by email the following information; 1) The Employee's full name. 2) The Employee's home address. 3) The Employee's telephone number. 4) The Employee's most recent job site location and the name and phone number of his/her immediate supervisor/foreman.

#### **ARTICLE VI – EMPLOYEE CONTRACTING**

Any member of the Union who contracts work shall abide by the terms of this Agreement. Such member, however, shall not contract, bid for work, or do any work for private parties after regular working hours or on Saturday or Sunday while still in the employ of an Employer who is a party to this Agreement. Violators shall be brought before the Union Executive Board.

#### **ARTICLE VII – UNEMPLOYMENT AND WORKERS COMPENSATION**

Every Employer who is subject to this Agreement, regardless of the number of persons employed by such Employer, shall obtain coverage under the Worker's and Unemployment Compensation Acts of the State of Wisconsin.

#### **ARTICLE VIII – GENERAL PROVISIONS**

Section 1. On all job sites in this territorial jurisdiction of Kenosha and Racine Counties, at least fifty percent (50%) of the Laborers employed, plus the odd one shall be members of Local #113 (when available).

Section 2. There shall be no limitation as to the amount of work an employee shall perform during the workday.

Section 3. All tools and equipment necessary in the employment of any employee shall be furnished by the Employer. There shall be no restriction of the use of machinery or tools furnished by the Employer.

Section 4. Employees must furnish their own transportation from home to the job and from the job to home at quitting time. In the event that an employee is transferred from one job to another during the workday, his regular wages shall be paid by the Employer during such time. Employees who use their own cars as transportation from job to job during the workday shall be considered agents of the Employer, and not independent contractors.

Section 5. The Employer shall provide for shelter and heated quarters for the employees for the purpose of eating lunch and changing clothes. This shelter shall be of sufficient size and shall not be used for storage of tools or other materials on the job. This section shall not apply to small jobs.

Section 6. If an employee is ordered to report for work any place and then not put to work, two (2) hours pay shall be given for show-up time, except for inclement weather, fire, accident, breakdown, or other condition beyond the Employer's control. Employees called out for part-time work shall receive a minimum of four (4) hours pay and work.

Section 7. The Employers, Union and the employees covered by this Agreement 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 workers, and where safety devices are furnished by the Employers to be worn by the employees, they shall be worn, and the Union will cooperate with the Employers to see that these provisions are enforced. Failure to comply with this requirement of wearing safety devices is cause for discharge. The Employer has the right to withhold up to \$30.00 from Employee's last check if safety equipment is not returned at the time of layoff.

Section 8. Employers are to furnish adequately locked quarters for employees to store tools. Employees shall take proper care of such tools. Any tools or equipment furnished by the Employer shall remain the property of the Employer. Sanitary facilities, including clean drinking water and paper cups, are to be provided. This section shall not apply to small jobs.

Section 9. Use of Cell Phones/Pagers: Employees shall not use cellular phones, pagers and other personal entertainment devices while working on the project site. Use of such equipment, unless specifically authorized by the Employer, shall be confined to nonworking hours, including the lunch break.

## **ARTICLE IX—ARBITRATION**

Section 1. In case of any disagreement over the interpretation, application or enforcement of specific terms of this Agreement between the Union and an Employer, which cannot be settled between such parties, the same shall be submitted in writing within forty-eight (48) hours of the date of the complaint (which in no case shall exceed fourteen [14] days from the date the reason for the grievance occurred) to a Board of Arbitration composed as follows: Two (2) members to be chosen by the Association and two (2) members to be chosen by the Union. In case of disagreement, a fifth member shall be chosen by the four (4) members first chosen within forty-eight (48) hours; and in case the four (4) cannot agree on a fifth member, then the Federal Mediation and Conciliation Service

shall be requested to supply a panel of five (5) names from which each party will alternately strike two (2) names, the remaining name being the fifth member of the Board of Arbitration. A decision of the majority of this Arbitration Board shall be rendered within seven (7) days and shall be binding on both parties. In rendering its decision, the Arbitration Board shall neither add to, detract from, nor modify any of the provisions of this Agreement. Either party failing to fulfill their obligations under this clause shall forfeit their contention in the dispute to the other party. It is further agreed that expenses incurred by the Arbitration Board are to be borne equally by both parties, except that each party shall bear its own costs for its witnesses, attorneys, and all other out-of-pocket expenses it incurs. Nothing herein shall be construed to obligate either party to arbitrate differences with respect to the terms of a new Agreement when this Agreement has been terminated as herein provided.

Section 2. Each party hereto agrees that there shall be no strike or lockout during the life of this Agreement.

## **ARTICLE X—JURISDICTION**

In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work while the jurisdictional dispute is pending and the craft doing the work shall continue doing the work until the jurisdictional dispute is settled. It is mutually agreed that the parties to this Agreement will observe and be bound by the procedural rules and regulations of the National Joint Board for the settling of jurisdictional disputes in the Building and Construction Industry.

## **ARTICLE XI—STEWARDS AND UNION BUSINESS MANAGERS**

Section 1. If a steward is appointed on a job, he shall perform his duties at such time as will not interfere with his regular work. The steward shall not be discriminated against or discharged by the Employer for the performance of his duties.

Section 2. The representatives of the Union shall be allowed to visit jobs during working hours to interview the Employer, steward, or employees at work, but in no way hindering the progress of the work. Notification to interview the employees shall be given to the Employer or his representative by the Business Manager. Such Union representatives shall obey all safety rules while visiting jobs. The Union shall be required to carry worker's compensation and liability insurance on their business managers or their representatives.

Section 3. The Union shall submit copies of their insurance certificates to Tri-County Contractors' Association. Upon request by the Union, the Employers shall submit a copy of their insurance certificates to the Union.

## **ARTICLE XII—HOURS OF EMPLOYMENT**

Section 1. Eight (8) consecutive hours per day between the hours of 7:00 a.m. and 5:30 p.m. exclusive of a thirty (30) minute lunch period to commence at the approximate midpoint of the work shift, shall constitute a day's work. An earlier starting time may be permitted with mutual agreement of the employee and the Employer.

Section 2. Five (5) days shall constitute a week's work, Monday through Friday inclusive: however, Saturday during the hours described in ARTICLE XII, Section 1, may be used as a voluntary straight-time make up day if the laborer is the only trade working, or tending a trade who is receiving straight-time as their regular rate of pay for Saturday as a make up day due to time lost during the regular work week because of inclement weather, then the tending laborer shall also receive his regular straight-time rate of pay, up to a maximum of eight (8) hours and not to conflict with State Law requirements of time and one-half after forty (40) straight-time hours in a work week. An employee will not be discharged or disciplined for not wanting to work the Saturday make up day. If the Union is notified by an employee that the make up day provision has been violated, the Union shall contact the Employer to correct the violation by that Employer. If the same Employer again violates the provision

of the make up day, that Employer shall lose the option of the make up day by notification of the Union and use shall be revoked for that Employer for the duration of the term of the Agreement and restitution to the aggrieved employee or employees shall be made.

Section 2.1 Upon agreement between all employees, four (4) 10 hour shifts, Monday through Friday, paid at the straight time hourly rate, may be substituted for the five (5) 8-hour shifts. If four (4) 10-hour shifts are worked, then all hours worked on Friday must be paid at overtime rates. Saturday, Sunday and Holidays are not included in this section.

Section 3. In the event shifts other than that described in Section 1 above are worked Monday through Friday, the employee shall receive one and one-eighth (1-1/8) hour's pay for the regular hours worked on such shift. Shifts starting after 11:00 p.m. Sunday will be considered a Monday shift, and shifts starting after 11:00 p.m. on Friday will be considered a Saturday shift.

Section 4. The employees will be granted a ten (10) minute lunch period approximately at 10:00 a.m., and if shifts are worked, after two (2) hours of work.

## **ARTICLE XIII—OVERTIME RATES AND HOLIDAYS**

Section 1. All work over eight (8) hours per day, all work on Saturday (EXCEPT MAKE UP DAY DESCRIBED IN ARTICLE XII, SECTION 2), during the hours described in Article XII, Section 1 is worked, all hours worked on Saturday on such shift, shall be paid at the rate of time and one-half the regular hourly rate. All other work on Saturday, all work on Sunday (except if on a Monday shift described in Article XII, Section 3 above), and all work on the following holidays shall be paid at the rate of double the regular hourly rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Double time for overtime when laborers work tending tradesmen who receive double time for overtime.

Section 2. No work shall be done on Labor Day unless to protect life and property.

Section 2.1 For wage, benefit and other contract issues: Holidays which fall on a Saturday shall be observed on the Friday before, Holidays which fall on a Sunday shall be observed on the following Monday.

**ARTICLE XIV – WAGE RATES AND PAY DAY**

Section 1. The minimum scale of wages for each type of class employee shall be as indicated on Appendix “A” attached hereto and for calculating gross wages the base rate plus the vacation rate shall be considered as wages of an employee and shall be included in gross earnings for the purpose of computing deductions for withholding tax and Social Security and Medicare.

Section 2. Employees must indicate on their time cards the pay rate for all work performed.

Section 3. All wages are to be paid weekly by direct deposit or by check and no more than one week shall be withheld. The hours, rate of pay and deductions shall be noted on the check stub or pay envelope. If an account at a local bank cannot be established for the employee, then all wages for that employee will be paid by check.

Section 4. Employees discharged, laid off from work, or who resign, shall receive their full pay no later than the date on which the employee would have been paid under the Employer’s established payroll schedule.

EFFECTIVE JUNE 5, 2017

General Laborer:

Increase	Base Wage	Health & Welfare	Pension*	Wk.Due	Vac	Apr/Trn	LE CET	IAP	Total Pkg.
\$1.45	\$29.33	\$8.25	\$11.70*	*\$-1.43	*\$-1.11	\$0.28	\$0.07	\$0.10	\$49.73
		\$8.00 Health \$.025 HRA							

Plaster Laborer, Bldg. Wrecker & Torchman, Welder, Mason Tending:

\$1.45	\$29.48	\$8.25	\$11.70*	*\$-1.43	*\$-1.11	\$0.28	\$0.07	\$0.10	\$49.88
		\$8.00 Health \$.025 HRA							

Foreman:

\$1.00 per hour over scale of crew responsible for

General Foreman:

\$1.50 per hour over scale of Foreman

Total Package increases (to be allocated by the union)

6/5/17	6/4/18	6/3/19
3%	2.5%	2.5%

\*to be deducted from pay rate after tax deduction for all hours paid

**ARTICLE XV – BOND PROVISIONS**

Section 1. Each Employer shall be required to post with the Union, a cash or surety bond in a form satisfactory to the Trustees of the Trust Funds referred to in Articles XVI, XVII, AND XX, in the face amount of \$5,000, which shall cover all of the Trust Funds referred to above. 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 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 the Employer.

Section 2. The requirements of Section 1 shall not apply to any Employer that, during the twelve (12) consecutive months immediately preceding the effective date of this Agreement, timely has made all the payments required to be paid to the several Trust Funds pursuant to the collective bargaining agreement requiring the payment of contributions to such Trust Funds.

**ARTICLE XVI – VACATION FUND**

Section 1. Payments to the Vacation Account shall be considered as wages of the employee and shall be included in gross earnings for the purpose of computing deductions for withholding tax, Social Security and Medicare. The amount to be considered as Vacation pay will be specified in Appendix “A” and is the hourly



amount due in addition to the hourly base rate and will be withheld from the employee's pay, for all employees and is from the employee's first hour of employment. The Employer shall submit an itemized list endorsed to the designated financial institution by the fifteenth (15th) day of the month following the total receipt of such pay by the employee. The amount remitted shall be the full amount deducted by the Employer for each employee and shall have had applicable taxes deducted from each employee's gross wages. If an employee is compensated at an overtime rate of either time and one-half or double time, the Vacation deduction shall also be made at the same overtime rate.

Section 2. A penalty of one percent (1%) per month on any arrearage due to be paid into the Vacation Account shall be charged on the first day of the second month after such payments were withheld and said penalty shall be assessed monthly thereafter until all payments are paid.

Section 3. Employees shall take at least one week of vacation each year.

## **ARTICLE XVII – PENSION FUND**

Section 1. Each Employer covered by this Agreement shall contribute to the Building Trades United Pension Trust Fund, a Trust to provide pension payments for the eligible retired members, the amount as specified in Appendix "A", but not less than the contribution rate as determined by the Board of Trustees for all employees covered by this Agreement, regardless of membership or non-membership of the Union and is from the employee's first hour of employment. If an employee is compensated at an overtime rate of either time and one-half of double time, the Pension contribution shall also be made at the same overtime rate. The Pension contributions are made on hours PAID not on hours worked.

Section 1.2 At such time that the total package of the TCCA Laborers' Agreement reaches parity with the total package of the

Allied Construction Employers Association (A.C.E.A.) Laborers' Agreement, then the Pension contributions no longer shall be made on hours paid, but from then going forward, be made on hours worked.

Section 2. In the event the premiums for Pension shall increase over and above those stated herein during the term of this contract, the Base Rate shall be adjusted downward to the extent of the increase and be remitted the Fund by the Employer.

Section 3. The Association and the Union and all Employers covered by the Agreement, agree to be bound by all of the terms of the Building Trades United Pension Trust Fund, and by all of the actions of the Trustees administering such Pension Fund in accordance with the Trust Agreement, Plan and rules of the Trustees provided that such Trust Agreement, Plan and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under said Trust Agreement by the Association and the Union, respectively, and all such succeeding Trustees as will be appointed in accordance with the Trust Agreement. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

Section 4. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Building Trades United Pension Trust Fund.

Section 5. The Employer will forward by the fifteenth (15th) day of each month a monthly report on the form prescribed for that purpose by the Board of Trustees.

### Section 6.

- (a) Payments to the Pension Fund are to be made at the end of each month, but no later than the fifteenth (15th) day of the following month after which time the payments will

be considered to be delinquent. In the event an Employer becomes delinquent in its payments to the Fund, and in view of the fact that the anticipated and actual damages are different or incapable of accurate ascertainment in such event, such Employer shall be assessed 5% of the delinquent contributions but in any event not less than ten dollars (\$10.00) which amount shall become immediately payable to the Trust at its principal office as liquidated damages and not as penalty. Payments and liquidated damages unpaid by the first day of the month following the due date shall bear interest at the maximum rate allowable by law but not to exceed 1-1/2% per month.

- (b) All payments to the Pension Fund for employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.
- (c) The Employer shall promptly furnish to the Trustees of the Pension Fund, or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former or present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Pension Fund.
- (d) The Trustees or their authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of the Pension Fund. The Trustees of the Pension Fund may for the purpose of collecting any payments to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to

invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to commence any such legal, equitable or administrative action against any Employer, such Employer shall be obligated to pay the respective Fringe Benefit Fund or Funds attorney fees, auditor fees, as well as any court reporter fees, filing fees, and actual costs of effecting service of papers.

## ARTICLE XVIII HEALTH FUND

Section 1. Effective June 1, 2017, 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, PO Box 8844, Carol Stream, IL 60197-8844. One check can be made payable to the WI Laborers' Fringe Benefit Funds for Health, Wel-HRA, Apprenticeship & Training, LECET & Vacation/Working Dues. 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 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 XIX – SEVERABILITY CLAUSE**

The parties agree to abide by all provisions of the Labor Management Relations Act as enacted by the Congress of the United States. Any provision in this Agreement that may be held unlawful under such Act or any other law shall not void the rest of this Agreement.

#### **ARTICLE XX – NO DISCRIMINATION**

It is agreed that there shall be no discrimination by either the Employer or the Union against any employee because of race, color, creed, sex, national origin, age, or handicap, contrary to law.

#### **ARTICLE XXI – OTHER CONTRACTS**

Section 1. No agreements, alterations, understandings, variations, waivers, or modifications of any of the terms, conditions or covenants contained in this Agreement shall be made by any Employer or group of Employers with any employees or group of employees, and in no case shall it be binding on the parties hereto.

Section 2. This Agreement may be amended at any time by mutual consent of the parties hereto, such amendment to be in writing and executed in the same manner as this Agreement.

#### **ARTICLE XXII – SUBCONTRACTING**

Section 1. Any Employer bidding as a general contractor shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.

Section 2. In the event the Employer subcontracts out any work covered by this Agreement, such subcontractors shall become signatory to this Agreement.

Section 3. It is understood that there may be instances where suitable competitive Union subcontractors may not be available for certain subcontracts. In such instances, the Employer will notify

the Union prior to the bid, and the Union will endeavor to locate a suitable, competitive Union subcontractor to bid the work. If the Employer and the Union are unable to locate such suitable subcontractor, it is understood and agreed the Employer will be relieved of (2) above for that subcontract for that project.

### **ARTICLE XXIII – PICKET LINE**

The Employer or his agents shall not request or instruct any employee to go through a picket line of any Union. The refusal of any employee to enter and do work in a place where a strike or lockout is in force shall not be deemed a violation of this Agreement and justification for discipline or discharge.

### **ARTICLE XXIV – REFERRAL SYSTEM**

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 Tri-County Contractors' Association and all other signers, herewith referred to as the Employers and the Laborers International Union Local 113, Kenosha and Racine, Wisconsin, hereinafter referred to as the Union.

1. 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.
2. In requesting referrals, the Employer shall specify:
  - A. The number of Employees required.

B. The nature and type of construction work.

C. The location of the project.

D. Information deemed important to enable the Union to make proper referral of applicants.

3. The Employer reserves the right to accept or reject an applicant referred by the Union or to discharge for just cause an employee who has been accepted, but proves unsatisfactory, subject to the Appellate Procedure contained herein.
4. An applicant who is referred to a job lasting ten (10) days or less will return to his or her position on the out of work list prior to receiving the referral. However, after receiving a job referral immediately following such short term referral, regardless of its length, that member must again register in order to be included on the out of work list.

Any applicant who refuses or is unavailable for two consecutive referrals shall be moved to the bottom of the out of work list. An applicant will be considered unavailable if he or she cannot be reached after three calls have been placed to the telephone number provided by the applicant, unless the applicant has given the Union notice in writing of unavailability for a period not to exceed thirty (30) days.

When the Union determines that the applicant who is first on the out of work list cannot be referred because of refusal, unavailability, or lack of required skills, the Union shall then refer the next member on the out of work list who is willing, available and has the required skills.

An applicant's registration of availability for referral shall be in effect for ninety (90) days. An applicant must again register their availability before the expiration of that period in order to retain their position on the out of work list.

5. Registration of applicants for referral shall be held not less than once a week for a period or periods of not less than two (2) hours duration. Registration periods shall be established by the Union and notification thereof shall be given to all interested parties by posting in the Union office and/or on the job site in conspicuous locations not less than twenty-four (24) hours before registration periods.
6. In the event that the referral facilities maintained by the Union are unable to fill the requisition of any Employer for employees within a twenty-four (24) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excluded), such Employer may employ applicants directly at the job site. In such event, the Employer will notify the local Union within seven (7) days of the names and dates of such hirings.
7. 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 hall when referrals are made pursuant to a request of the contractor.
8. The order of referrals 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 skill.
9. 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.
10. In the event any job applicant is aggrieved, (1) with his

failure to qualify for registration, or (2) with his referral, or (3) by action of the Employer in connection with hiring, he may within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of the Registration and Referral Office a written statement of the grievance, clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer representative, a Union representative, and an impartial Chairman, appointed jointly by the Employer and the Union, shall consider the grievance and render a decision which shall be final and binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this system and its decision shall be in accord with the system.

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

#### **ARTICLE XXV – GEOGRAPHICAL JURISDICTION OF GENERAL LABORERS**

The term “employees,” as used in this Agreement, shall include all building laborers performing the following functions:

- A. Tending to carpenters, stripping of forms, cleaning lumber, oiling lumber and forms, pouring, puddling and spreading of concrete, laying and pulling wire mesh, excavating for buildings, cleaning of debris, handling of rods or steel for reinforcement, shoring and moving of buildings, operating vibrators, air spades, and all other pneumatic or electric tools, mechanical concrete buggies, prime buggies, forklifts, concrete pump nozzleman, jackhammer, concrete buster and caisson worker, and on work where

both employees are needed to operate same, waterman, watchman, and flagman.

- B. Tending to and mixing all materials for brick, stone masons, marble and tile setters; building scaffolds, cleaning floors, windows, pipes and tile; plasterer laborer, one who has worked six (6) months as such, tending to and mixing all materials for plasterers, drying of plaster when done by salamander heat, building scaffolds and cleaning up after the plasterers, wrecking of buildings of more than one (1) story or where the work is considered hazardous, torch burner, demolition man and welder.
- C. Labor foreman, who shall carry a Laborers' Local 113 card, shall receive one dollar (\$1.00) per hour over labor rate of crew he is responsible for, plus fringes. General foreman, who shall carry a Laborers' Local 113 card, shall receive one dollar and fifty cents (\$1.50) per hour over labor rate of crew he is responsible for, plus fringes.

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

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Tri-County Contractors' Association ("Employer Association") and the Laborers International Union of North America Local #113 or ("Union"). The term "Contractor" or "Company" when used herein refers to the construction industry contractors who are signatory to a Collective Bargaining Agreement with the Union. Should any dispute arise with respect to the application or implementation of this policy and program as to employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of the Collective Bargaining Agreements ("Agreements") covering Kenosha and Racine Counties.

#### **1. PURPOSES**

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

#### **II. POLICY**

##### **A. GENERAL PROVISIONS**

- 1. The contractor prohibits the use, possession, or distribution on its premises or work sites of the following: narcotics, illegal or unauthorized drugs (including marijuana). Employees must not report to work impaired by any drug, intoxicant or narcotic. Legally prescribed drugs may be

permitted on company premises or work sites, provided the drugs are contained in the original prescription container and are prescribed by a medical practitioner for the current use of the person in possession of the drug.

2. The Contractor prohibits the use, possession, and distribution of alcoholic beverages, or the presence of personnel impaired by such beverages on its premises or work site. The only exception to this policy is the possession of unopened and sealed alcoholic beverages, which are permitted in personal vehicles and on Company property.
3. The Contractor reserves the right to have authorized personnel conduct any additional substance testing mandated by law.
4. At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing, or distributing any illegal substance as described in Item One of this section, will be reported to the civil authorities.
5. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.
6. Where a contracting agent requires testing of contractor employees other than as is provided for in this policy, the project owner, the Union and the Contractor shall meet to find a mutually satisfactory solution for the particular project.

## B. PRE-EMPLOYMENT SCREENING – REQUIRED BY LAW

Where pre-employment testing for drug or alcohol use is required by law, applicants must consent to such testing. Successful passing of such tests will be required before applicants will be eligible for employment.

## C. POST-EMPLOYMENT SCREENING

1. (a) Any employee that reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by the use of drugs, as defined in this section, will be subject to discipline up to and including suspension, and be required to undergo a drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to lead a prudent or reasonable person to suspect that an employee is impaired by a controlled substance (slurred speech, inappropriate behavior, decreased motor skills, etc.).

(b) A contractor may also require testing where an employee caused a work-related accident or where an employee was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident which resulted in a significant recordable injury as defined by OSHA regulations, or significant damage to property and for which the cause of the accident is not readily explainable.

(c) Any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by alcohol will be required to undergo a test for blood alcohol content. If the test is positive, the employee shall be subject to discipline up to and including suspension. Those circumstance, both physical and psychological, deemed to be pertinent, will be given consideration. "Reasonable suspicion" is defined, for purposes of this subsection, as in subsection 1(a) above.

2. Whenever possible, before an employee is required to submit to testing under this policy, the employee should be observed by more than one individual.
3. (a) All positive tests for controlled substances will be confirmed with a second reliable testing method. Initial testing will be of the immuno-assay type, with all confirmation testing being by gas chromatography/mass spectrometry. The testing lab will be certified for Federal Workplace Drug Testing program. Chemicals to be tested for are marijuana, cocaine, opiates, phencyclidine and amphetamines. Limits for each of the substances will be according to appropriate federal, state and DOT regulations as they are updated periodically.  
  
(b) The Employer and the Union will select by mutual agreement a reputable laboratory to perform actual testing. The testing agency must be certified by State or Federal government health authorities as a Medical Laboratory, and must meet the regional requirement for forensic standards. Testing must be performed by a certified

toxicologist on equipment exclusively dedicated to testing. An unbroken chain of custody of the specimen, from the time it was taken from the employee through the time the laboratory tests the specimen, shall be preserved. Tamper-proof sample-handling methods must be observed. The laboratory must follow the test manufacturer's instructions in both administrations of the test, and the reporting of results as "positive" or "negative."

(c) At the request of any employees tested under the drug and alcohol testing procedure contained in this Agreement, a portion of the original specimen(s) shall be preserved for private testing by the employee, at his or her own expense, by an independent laboratory in the event questions are raised concerning the accuracy of the test administered at the request of the Employer. The additional test performed at the employee's request will be admissible under the grievance and arbitration procedures in this contract; however, if and only if the methodology employed is substantially identical and equivalent to the methodology authorized in this article.

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

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



5. In the event of a positive confirmatory test for a controlled substance, or a positive test for blood-alcohol content, the employee will be referred to participate in the Employee Assistance Program (E.A.P.) of the respective Health Funds. Strict adherence to the guidelines and recommendations, medically recommended, from that program will, for a first violation, avoid severe discipline or termination, except where the employee was impaired at the time he was involved in an accident involving a serious injury or substantial damage to property, or where the employee was involved in and convicted of property theft from the contractor or a contractor's customer.
6. If an employee who tested positive for substance abuse enters any required or recommended aftercare program, a negative test within 30 days will make the employee eligible for immediate reinstatement provided the Employer has work available and the employee continues and successfully completes the required or recommended aftercare program.
7. If an employee refuses to be tested for substance abuse, he will remain on suspension for a maximum of thirty days. A negative test in this 30 days will make the employee eligible for reinstatement providing he or she continues and successfully completes any required or recommended aftercare program. Continued refusal to submit to drug screening after the 30-day period, if recommended by an E.A.P. counselor will subject the employee to severe disciplinary action up to and including termination.

### III. COUNSELING OR TREATMENT

- A. The Employer Association(s) and the Union shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers, and/or medical assistance centers.
- B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in schedules, terms and requirements as the trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.
- C. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice, or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph IV "Rehabilitation."
- D. Prior to the test, the applicant or employee must be given an opportunity to sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. The drug test will consist of a urinalysis drug screen, and if a drug screen is positive, a follow-up confirmatory test as per Post-Employment Test Item 3. These tests shall be at the Contractor's expense.

- E. The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature, unrelated to the employment of the employee, or any other legitimate concern of outside parties; therefore, to protect the employee's rights, any test results shall be disclosed only to Employer, employee, authorized Union agent, or the testing lab.
- F. Within three (3) working days of notification, by certified letter or hand delivered with receipt, of a positive test result, an employee may request that the Laboratory retest the original sample, at his expense. If the retest is negative, the Contractor shall reimburse the employee for the cost of the retest.

#### **IV. REHABILITATION**

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

#### **V. MISCELLANEOUS PROVISIONS**

- A. Contracting agencies may require certain contractors to establish and maintain written drug awareness programs with certain minimum provisions. In the event that a Contractor becomes obligated to comply with such a program, the Contractor may do so only pursuant to the terms herein.
- B. An appropriate notice to employees concerning the existence of this program, the treatment and counseling available, as well as the penalties described above, shall be communicated to employees under the Agreement.

- C. Neither the Employer Association(s) nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

- D. All positive tests shall be reported to the Union.

#### **VI. CONCLUSION**

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

**NOTIFICATION OF POSITIVE, CONFIRMED TEST**

Date: \_\_\_\_\_  
To: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Union)  
\_\_\_\_\_ (Address)

In an (check one) \_\_\_\_\_ Applicant  
\_\_\_\_\_ Post Accident  
\_\_\_\_\_ Reasonable Suspicion

Substance abuse test  
\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Social Security Number)  
\_\_\_\_\_ (Craft)

Had a confirmed test for (check all that apply)  
\_\_\_\_\_ Alcohol  
\_\_\_\_\_ Amphetamines  
\_\_\_\_\_ Cocaine  
\_\_\_\_\_ Marijuana  
\_\_\_\_\_ Opiates  
\_\_\_\_\_ Phencyclidine

If you have any questions, call \_\_\_\_\_ (Name)  
At \_\_\_\_\_ (Phone)  
\_\_\_\_\_ (Company)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_

Please Mail to: Tony Neira, Business Manager  
Local #113  
6310 W Appleton Ave  
Milwaukee, WI 53210

**EXHIBIT A**

**CONSENT TO BREATH AND/OR BLOOD TEST**

I hereby voluntarily consent to a breath test or to a blood test, including the drawing of my blood, pursuant to the Substance Abuse Testing and Assistance Program (SATAP). I acknowledge that I have been given notice of SATAP and that I understand the program.

\_\_\_\_\_  
DATE SIGNED

**EXHIBIT B**

**CONSENT TO URINALYSIS**

I hereby voluntarily consent to give a sample of my urine for the purpose of urinalysis pursuant to the Substance Abuse Testing and Assistance Program (SATAP). I acknowledge that I have been given notice of SATAP and that I understand the program.

(Complete if applicable) In addition, having been informed that I will be tested today in accordance with SATAP, I hereinafter have listed the following industrial chemicals I have been exposed to in the last 21 days:

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

\_\_\_\_\_  
DATE SIGNED

**ARTICLE XXVII – WISCONSIN LABORER’S APPRENTICESHIP AND TRAINING FUND AND L.E.C.E.T. FUND**

The Wisconsin Laborer’s Apprenticeship and Training Fund is a Trust established in accordance with Title 29, United States Code Section 186 to provide job training for active union members.

The respective members of the Association or any other Employer covered by this Agreement shall pay into the Apprenticeship and Training Fund the amount stated in Appendix “A” for all hours worked by all employees covered by this Agreement, regardless of membership or non-membership of the Union and is from the employee’s first hour of employment. Payment to the Fund is to be made at the end of each month, not later than the fifteenth (15th) day of the following month.

The Wisconsin Laborer’s Employers Cooperation and Education Trust is a Trust established in accordance with Section 6(b) of the Labor Management Cooperation Act of 1978 to promote industry opportunities for both our union contractors and the union members.

The respective members of the Association or any other Employer covered by this Agreement shall pay to the L.E.C.E.T. Fund the amount stated in Appendix “A” for all hours worked by all employees covered by this Agreement, regardless of membership or non-membership of the Union and is from the employee’s first hour of employment. Payment to the Fund is to be made at the end of each month, not later than the fifteenth (15th) day of the following month.

The respective members of the Association or any other Employer covered by this Agreement may combine the payments of the amount stated for the Skill Improvement Fund and the L.E.C.E.T. Fund at the combined total amounts as stated in Appendix “A” for the convenience of the sender.

Send to WI Laborers’ Fringe Benefit Funds, Lockbox 978844, PO Box 8844, Carol Stream, IL 60197-8844 (phone: 800-397-3373).

One check can be made payable WI Laborers’ Fringe Benefit Funds for Health, Wel-HRA, Apprenticeship & Training, LECET & Vacation/ Working Dues.

**ARTICLE XXVIII – TRI-COUNTY CONTRACTORS ASSOCIATION INDUSTRY ADVANCEMENT PROGRAM**

Section 1. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay to the Industry Advancement Program (hereinafter referred to as IAF) Fund for each Employee covered by or subject to this Agreement, the sum of ten (10) cents per hour for all hours worked by each Employee. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. Payments are to be paid under this Section and shall not be referred to, or be considered as, wage or fringe benefit payments.

Check payable to: TCAA Industry Advancement Foundation  
Andrea & Orendorff  
6300 76th Street, Suite 200  
Kenosha, WI 53142  
Phone: (262) 657-7716

Section 2.

- (a) During the life of this Agreement, each Employer covered by or subject to this Agreement shall be required to become a member of Tri-County Contractor’s Association and pay to the Tri-County Contractors Association Industry Advancement Foundation (hereinafter referred to as TCCA/IAF), for each employee covered by or subject to this Agreement, the sum of 0.10 cents per hour for all hours worked by each employee.
- (b) Except to the extent otherwise provided in Section 3 of this Article, the payments received by the IAF Fund pursuant to Section 1 of this Article shall be used as provided in subsection (b) of this Section.

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

Section 3.

- (a) In the event it becomes necessary to institute collection proceedings against any Employer delinquent in payments to the IAF Fund required by Section 1 of this Article, the Fund will assume, pro rata, the legal and other costs of collection.
- (b) The Employers covered by this Agreement agree to be bound by the terms of the Agreement and Declaration of Trust of the IAF to the extent not inconsistent with this labor Agreement. Said Employers do further consent to the appointment of, and accept, the Trustees of said Fund heretofore and hereafter designated and appointed in accordance with said Agreement and Declaration of Trust.

Section 4. In the event an Employer becomes delinquent in his payments to the IAF Fund, and after the TCCA has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer may be assessed, as liquidated damages, 20% of such delinquent payments and further, such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half (1-1/2) percent per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the TCCA refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges,

reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

Section 5. If the Employees are removed from the job by the Union to enforce payments or liquidated damages assessments, the Employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

Section 6. The TCCA hereby agrees to protect, defend, indemnify and hold harmless the Union 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 article.

**XXIX—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 alternately, 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 remain 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:

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

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

4. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.
5. The Employer shall pay an Apprentice the full Health and Welfare benefit package as described in this contract. Pension contribution for the Apprentice shall be \$1.00 per hour less than that of 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 (1) Apprentice. The Employer may have a second Apprentice if there are thirty (30) Journey Workers.

Thereafter, the ratio shall be one (1) Apprentice for ten (10) 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 job site unless supervised by a Journey Worker.
11. An Apprentice shall not be penalized for taking off from work to attend off-site training.

**ARTICLE XXX – DURATION**

This Agreement shall commence on June 1st, 2017 and be in effect through May 31, 2020, and from year to year thereafter unless either party, by sixty (60) days notice in writing prior to the expiration date hereof, indicates a desire to modify or terminate this Agreement.

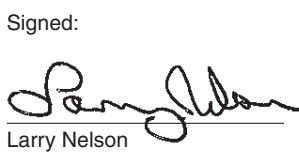
In the event a new contract has not been agreed to prior to the above mentioned termination date, the parties shall work under the terms and conditions of this Agreement until a new Agreement is entered into, provided however, the Union shall have the right to strike and the Employer shall have the right to lockout at any time after the termination date of this Agreement.

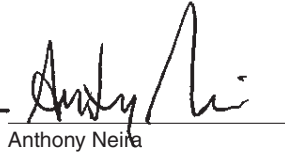
Signed at MILWAUKEE, WI, this 1 day of JUNE, 2017.


Tri-County  
Contractors'  
Association

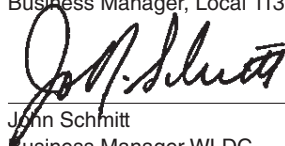
Wisconsin Laborers'  
District Council Affiliated  
Local #113

Signed:

  
Larry Nelson

  
Anthony Neira  
Business Manager, Local 113

  
Larry Rason

  
John Schmitt  
Business Manager WLDC

**FOR THE CONTRACTOR:**

Date \_\_\_\_\_

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

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

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

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

**Name of Representative (Title)**

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

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

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

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

(TCCA – 6/1/17 – 5/31/20)

**ARTICLE XXXI—MARKET RECOVERY**

The Program will provide that when a signatory contractor finds non-union competition bidding on a project he/she is interested in the signatory Contractors can submit a request from 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 Milwaukee Laborers' Local Union No. 113 at area code (414) 873-4520 to determine whether a particular job has been Targeted.



**LABORERS'  
INTERNATIONAL  
UNION of North America**

This agreement for Voluntary Recognition is made and entered into this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_

(hereinafter referred to as the "EMPLOYER") and Kenosha and Racine Laborers' Local #113 of the Laborers' International Union of North America (hereinafter referred to as the "UNION").

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 an appropriate bargaining unit for purposes of collective bargaining.

The employer hereby recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees performing work within the Union's trade jurisdiction on all present and future jobsites within the Union's geographic jurisdiction.

UNION

EMPLOYER

Laborers' Local #113 of  
Kenosha, Racine, Wisconsin  
of the Laborers' International  
Union of North America

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Title: Business Manager

Title: \_\_\_\_\_

(TCCA 06/01/17 – 05/31/20)



