

**AGREEMENT BETWEEN
INDEPENDENT BUILDING & INDUSTRIAL CONTRACTORS AND
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL 1091**

May 1, 2014 – April 30, 2017

THIS AGREEMENT, by and between, or on behalf of the parties and in the capacities and status designated in Article 2 hereof, establishes rates of pay, wages, hours of employment, fringe benefits, and vacation where applicable, and other terms and provisions concerning employment relations and collective bargaining relations and collective bargaining between or involving such parties on construction work in the Jurisdiction of Laborers' International Union of North America, Local 1091. NOW THEREFORE, for such purposes, it is agreed as follows:

**ARTICLE 1
CONSIDERATIONS FOR AGREEMENT**

The considerations for this Agreement are the mutual promises of the parties and their mutual purposes to establish, maintain and promote sound and harmonious labor relations.

It is desirable to maintain the cooperative relationship and jurisdictional work assignments existing during past years between the Employers and Employees represented by the Unions.

**ARTICLE 2
DESIGNATION OF PARTIES**

(A) The Twin Ports Contractors Association and Independent Contractors signatory to this Agreement, hereinafter called Employers or Contractors, are a party to this Agreement and agree to be bound to the terms of this Agreement. They are parties hereto as principals, but their status is several and not joint.

(B) Members of an Association who have agreed to be bound to the terms of this Agreement through an Association or other Employers who have done likewise (hereinafter called Employers), are parties hereto as principals, but their status is several and not joint.

(C) The labor organizations on their own behalf and on behalf of the Employees whom they represent and on whose behalf they are recognized or to be recognized are parties hereto. The status of said Union is dual, in that they are parties hereto as principals and also as agents for the Employees whom they represent and on whose behalf they are recognized or to be recognized as hereinafter provided. The status of the Unions is several and not joint, as related to other craft unions.

(D) The scope of the Union's Jurisdiction shall be all of the following Wisconsin Counties: Ashland, Bayfield and Douglas.

**ARTICLE 3
UNION RECOGNITION**

The Employers hereby recognize each one of the Unions, as the exclusive collective bargaining representative of the Employees in the craft signatory to this Agreement in respect to rates of pay, wages, hours of employment, fringe benefits, vacations where applicable, and other conditions of employment. The respective Unions are hereby recognized hereunder by the Employers as the sole and exclusive bargaining representatives of the Employees represented by them. The respective Unions represent that they are qualified for such recognition.

**ARTICLE 4
UNION SECURITY**

The Unions recognized under Article 3 of this Agreement shall be entitled to Union security to the extent that each Employee in the collective bargaining unit represented by such Union shall, on the eighth (8th) day following the beginning of employment in such collective bargaining unit by such Employer under the Coverage of this Agreement or the effective date of this Agreement, whichever is later, be required to become and remain a member in good standing of such Union as a condition of employment.

The Employer will be required to dismiss Employees who refuse to comply with this Union Shop provision after personal notification by a bona-fide representative of the Union to a responsible representative of the Employer on the job.

The Unions shall be entitled to approach individual Employees for organizational purposes as provided by law.

**ARTICLE 5
HIRING EMPLOYEES**

The Employers from outside the jurisdiction of a Local covered under this Agreement that performs work within that Local's jurisdiction agrees to give the Local the first opportunity when hiring all Employees. First opportunity shall be defined to mean that the Employer shall call the Union for not less than fifty (50%) percent of their Journey Laborers and enrolled Apprentices. The Contractor will make every consideration to have the first Employee referred from the Laborers' Local with jurisdiction where the work is to be performed. Nothing in the foregoing shall be deemed to require the Employers exclusively to call the Unions, or to hire exclusively the Employees referred to the Employers by the Unions. The Employer or his supervisor may inform new Employees that the Employer is a Union Contractor and as such, Employees on or before the eighth (8th) day of employment shall become and remain a member in good standing as a condition of employment. There shall be no discrimination against any Employee because of affiliation or non-affiliation with the Unions, race, color, creed, age, sex, political, or religious beliefs.

When called and the Union fails to provide qualified men and women within forty-eight (48) hours, the Employer shall be free to employ anyone to perform the work at the appropriate scale as contained herein.

**ARTICLE 6
INSURANCE AND TAXES**

(A) The Employer agrees to carry any and all insurance and pay all taxes as required by applicable State and Federal Law.

(B) The Employer further agrees to pay the State Worker's Compensation Insurance and into the State Unemployment Compensation Fund such amounts as are due from and after the date Employees from these Unions are employed on the job.

**ARTICLE 7
CONFLICTING AGREEMENTS**

The Employers agree not to enter into any Labor Agreements covering construction jobs, exclusive of maintenance and repair shops, with their Employees on whose behalf any of the Unions have been granted recognition hereunder individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

If the Unions enter into any Agreements with any individual Employer or group of Employers competing in the same type of work which provides for his, it's, or their Employees less favorable wages, hours or conditions than herein specified, the Employer parties hereto may open this Agreement for the express and exclusive purpose of negotiating less favorable wages, hours or conditions.

**ARTICLE 8
VIOLATION OF AGREEMENT**

(A) In the event the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, or overtime differentials, any back pay owed to the Employee because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight time and overtime rate.

(B) Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double penalty provisions. In such a case, the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and/or overtime rate.

(C) When there is evidence of collusion between the Employer and Employee to violate the Agreement, any back pay collected shall be made payable to the Employee, and shall be deposited with the Union.

**ARTICLE 9
DISCHARGE**

The Employers may discharge any Employee whose work or behavior is unsatisfactory or who fails to observe the safety precautions or other reasonable rules and regulations prescribed by the Employer or any governmental agency. No Employee shall be discharged for refusing to work under unsafe conditions.

No Employee shall be disciplined or discharged for declining to work on Saturday.

ARTICLE 10 MANAGEMENT

Management reserves the right to manage its jobs to the best interest of Management: the right to retain or dispense with Employees; to reduce or increase the number Employees needed on each project, crew, activity or piece of equipment. Under no conditions will Union Representatives make demands for more Employees in a crew on specific projects, insofar as it does not conflict with this Agreement.

ARTICLE 11 GRIEVANCE PROCEDURE

(1) All grievances arising out of this contract shall first be brought to the attention of the party who has allegedly violated the contract in an attempt to agree on a solution without a formal hearing. If a solution cannot be reached in five days, paragraph 2 shall apply.

(2) A grievance must be filed, in writing, by either the Employer or the Union within thirty (30) days of the date of the occurrence of the grievance.

(3) a) All grievances, disputes or complaints of violations of any provisions of this Agreement shall be submitted to final and binding arbitration by an arbitrator selected by the Wisconsin Employment Relations Commission. Notice of the grievance dispute shall be given to the Employer or as applicable to the Local Union involved, at least two (2) days before serving of the demand of the arbitration in order to permit efforts to adjust the matter without litigation. The arbitrator shall be a member or staff member of the Wisconsin Employment Relations Commission and agreeable to both parties. If both parties cannot agree a name will be drawn from a hat. The arbitrator shall have sole and exclusive jurisdiction to determine the arbitrability of such dispute as well as the merits thereof. Written notice by certified return receipt of a demand for arbitration shall be given to the Contractor and Employer or as applicable to the Local Union involved. The Contractor and Employer as the case may be, shall agree in writing within seven (7) days to arbitrate the dispute.

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

(4) In the event the arbitrator finds a violation of the Agreement, he shall have the authority to award back pay to the grievant in addition to whatever other or further remedy may be appropriate.

(5) In the event a Contractor or the Union does not agree to arbitrate the dispute within seven (7) days or does not cooperate to have the case heard within seven (7) days after written Agreement to arbitrate or does not comply with the award of the arbitrator, the other party shall have the right to use legal and economic recourse.

(6) All expenses of the arbitrator shall be shared equally by the Union and the Contractor involved.

**ARTICLE 12
SAFETY**

(A) Accident and injury free operations shall be the goal of all Employers and Employees. To this end, the Employer and Employee will, to the best of their ability, abide by and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.

(B) To this end, the Employer shall from time to time issue rules or notices to his Employees regarding on the job safety requirements. Any Employee violating such rules or notices shall be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions.

(C) Such safety equipment as required by governmental regulation shall be provided without cost to the Employee. At the Employer's option the Employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

**ARTICLE 13
APPLICATION OF WAGE RATES**

The determining factor in applying different area rates shall be the location within the State in which the work is being performed and not the home address of the Employee or Employer. Pay rates for other crafts within respect to areas are irrelevant.

**ARTICLE 14
STRIKES, LOCKOUTS, WORK INTERFERENCE**

The Unions and the Employers agree that there shall be no strikes, work stoppages, slowdown, sit-down, stay-in, or other concerted interference with the Employers' business or affairs by any of said Unions and/or the members thereof, and there shall be no lockout during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise.

Spread-work tactics, slowdown, stand-by crews, forcing of overtime has been and is condemned by both parties, and Employees engaging in same shall be liable for disciplinary action.

**ARTICLE 15
UNION REPRESENTATION**

Only authorized Union Representatives shall have the right to confer with Employees on the job. Each and every Union Representative shall first contact the job superintendent or foreman, or whoever is in charge of the project, before conferring with any Employee. At no time shall such Union Representative hinder or interfere with the progress of the work.

It shall be the obligation of the Union Representative to adhere to all pertinent safety rules of the particular job while on the Employer's premises.

**ARTICLE 16
ROTATION OF EMPLOYEES**

The Union may not require rotation of Employees during the life of this Agreement, other than apprentices shifted for purposes of training.

**ARTICLE 17
PAYROLL RECORDS**

In case of a dispute arising over hours, wages and fringe benefits, the Union shall have the right to examine the payroll records of the individual Employees covered by this Agreement upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the Employer involved.

**ARTICLE 18
PAYDAY AND WAGE PAYMENT**

(A) All regular, full time Employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held back including payday.

(B) Wages shall be paid at or before the end of the shift of the designated payday. Failure on the part of the Employer to comply with this provision shall entitle the Employee to an extra four (4) hours pay.

(C) When an Employee is laid off, or discharged, he shall receive all money due him in cash or negotiable check within twenty-four (24) hours. If the Employee does not appear to collect his check, the Employer will immediately mail his check to the Employee's last known address.

(D) An Employee who quits will be paid any wages due him at the next regular payday.

(E) The Employer agrees to provide the following information on Employee's check stub: hours, dates, regular pay, overtime pay, gross pay, deductions, net pay.

**ARTICLE 19
HEALTH FUND**

Section 1. Effective June 20, 2011, each Employer covered by this Agreement shall pay the sum of seven dollars eighty cents (\$7.80) per hour for each hour worked by all Employees covered by this Agreement to the Trustees of the Wisconsin Laborers' Fringe Benefit Funds, Box 684001, Milwaukee, WI 53268-4001. These payments shall be made not later than the 15th day of each month following the month for which payment is being made.

Section 2. The Association and the Union, and all Employers are covered by all the terms of the Trust Agreement creating the Wisconsin Laborers' Health Fund and by all of the actions and rules of the Trustees administering such Health Funds in accordance with the Trust Agreement and regulations of the Trustees, provided that such Trust Agreement, actions, regulations and rules shall

not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreement and all succeeding Trustees as will be appointed under and in accordance with the Trust Agreement. Such Employer ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Section 4. The Trustees or administrator of the several Pension, Vacation and Health & Welfare Fund (to which fund payments were required to be made by Employers under this Agreement) may for the purpose of collecting any payments required to be made to such funds, including damages and cost, and for the purpose of enforcing rules of the Trustees, concerning the inspection and audit of payroll records, seek any appropriate relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 5. Notwithstanding any other provisions 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 20 PENSION FUND

Section 1. Effective June 1, 2014, each Employer covered by this Agreement shall pay the sum of seven dollars and no cents (\$7.00) per hour for each hour worked by all Employees covered by this Agreement to the Trustees of the Wisconsin Laborers' Fringe Benefit Funds, Box 684001, Milwaukee, WI 53268-4001. These payments shall be made not later than the 15th day of each month following the month for which payment is being made.

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' 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, regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreement and Pension Plan.

Section 3. The parties to this Agreement, and all Employers covered thereby, 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, any Employer who fails to make timely payments to the Wisconsin Laborers' Pension Fund in accordance with Section 1 of this Article.

Section 5. The Trustees or administrators of the several Pension, Vacation and Health and Welfare Funds (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 procedure otherwise provided for in the Agreement.

Section 6. Notwithstanding any other provisions 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 21 APPRENTICESHIP AND TRAINING FUND

The Employer agrees to pay a contribution of twenty-four cents (\$.24) an hour on all hours worked to the Wisconsin Laborers' Fringe Benefit Funds at Box 684001, Milwaukee, WI 53268-4001.

The Association and the Union and all Employers covered by this Agreement agree to be bound by all of the terms of the Trust Agreement creating the Wisconsin Laborers' District Council apprenticeship and Training Fund and all of the actions and rules of the Trustees administering such Fund in accordance with the Trust Agreement, and regulations of the Trustees, provided that such Trust Agreement, actions, regulations shall not be inconsistent with this Agreement.

ARTICLE 22 DURATION

(A) All terms of this Agreement, except cost items, if any, shall take effect May 1, 2014.

(B) This Agreement shall remain in full force and effect through April 30, 2017.

(C) 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 job sites within the geographic jurisdiction covered by this labor Agreement.

(D) 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.

(E) In the event such written notice is given and a new Agreement is not signed, before the expiration date of this Agreement, then this Agreement shall continue in force until a new Agreement is signed, negotiations are fully broken off, or until a strike or lockout occurs.

ARTICLE 23 SAVING CLAUSE

This Agreement is intended to be in conformity with all applicable and valid State and Federal Laws, Rules and Regulations.

Any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provision of this Agreement so in conflict to be superseded or annulled, but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

ARTICLE 24 NATIONAL HEALTH CARE

In the event that a National Health Insurance Program is enacted, the Employer's contribution to the current Health and Welfare Plan, as described in Article 19, shall be applied to any cost incurred by the Employer and/or the Employees covered hereunder in connection with such National Health Plan.

If the current Employer's contribution is in excess of the cost of such National Health Plan, then at the discretion of the Employees covered hereunder, the difference shall be reallocated at the Union's discretion.

ARTICLE 25 DRUG/ALCOHOL PROGRAM

The Labor User Contractor (LUC) Committee Joint Labor-Management Uniform Drug/Alcohol Abuse Program is incorporated herein by reference and is made a part of this Collective Bargaining Agreement in so far as it is not in conflict with Wisconsin Law. If a Contractor needs to adopt changes to the LUC program to meet the demands of a client, the Union and Contractor agree to cooperate to make the necessary changes.

ARTICLE 26 LECET

1. Effective June 20, 2011, the Employer will pay eight cents (\$.08) 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.

2. Payments to the LECET 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 are to be mailed to Wisconsin Laborers' Fringe Benefit Funds, Box 684001, Milwaukee, WI 53268-4001. In the event that an Employer becomes delinquent in this 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.

3. Notwithstanding any other provisions 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 27
WORKING DUES AND VACATION FUND**

WORKING DUES: Effective June 1, 2014, the sum of one dollar eighteen cents (\$1.18) per hour for all hours worked shall be deducted from taxed wages and sent to the Wisconsin Laborers' Fringe Benefit Funds, Box 684001, Milwaukee, WI 53268-4001 for laborers employed by the Contractor under this Agreement. The Union shall furnish the Contractors with the necessary forms for contributions.

VACATION FUND: Effective June 1, 2014, the sum of one dollar thirty-five cents (\$1.35) per hour for all hours worked and at time and one half for overtime and Saturdays and double time for Sundays and holidays shall be paid to the Minnesota Laborers' Fringe Benefit Funds, P.O. Box 124, Minneapolis, MN 55440-0124 for Laborers employed by the Contractor in the job classification listed in this contract. This contribution shall be taxed at the time it is earned. The Union shall furnish the Contractors with the necessary forms for contributions.

**ARTICLE 28
ENTIRE UNDERSTANDING**

This Agreement covers the entire understanding and past jurisdictional practices between the parties hereto. Nothing, which is not contained herein, will be of any force or effect upon any party hereto.

**ARTICLE 29
APPRENTICESHIP**

The parties incorporate by reference the terms and conditions of the Minnesota Laborers' Apprenticeship Program. Copies of the Apprenticeship Standards are available upon request.

The Minnesota Construction Craft Laborers Apprenticeship Standards allow that apprentices be paid as follows in relationship to the Journey Worker wages:

Class 1 Hourly Rate Under the Collective Bargaining Agreement		Covered Hours of Employment
Level 1	80%	Entry in the Apprenticeship Program to completion of 1,500 covered work hours and 100 hours of Related Training;
Level 2	87%	Upon achieving 1,501 covered work hours and 101 hours of Related Training;
Level 3	95%	Upon achieving 3,001 covered work hours and 201 hours of Related Training.

Apprentice status ends at 100% of the applicable hourly rate under the governing Collective Bargaining Agreement is paid upon achievement of 4,001 covered work hours and 288 related training hours.

All fringe benefits contributions for Apprentices shall be the same as a Journey Laborer. Any Employers may unilaterally pay wages to an Apprentice, which, are greater than the preceding minimum amounts.

ARTICLE 30 HEALTH AND SAFETY

In the interest of on the job safety and health, the Employers and the Union have agreed to form a Trust for the purpose of funding safety training. The Employer shall contribute fifteen cents (\$.15) per hour to this Fund. This contribution is not part of the overall wage package. A joint Board of Trustees, selected by the Union and the Twin Ports Contractors Association, shall administer the Fund. The funding for the safety training shall be the responsibility of the Trust. The creation of this Trust will in no way affect the Wisconsin Laborers' Training Fund.

The Employers agree to be bound by the actions of the Trustees, including any collection policy of the Fund requiring liquidated damages, interest, attorney's fees and costs of collection when payments are not timely made.

SCHEDULES

SCHEDULE 1 OTHERS DOING LABORERS' WORK

If any conditions cause a project to be partially shut down, the Employer shall not remove Laborers' from their work and send them home for the day and continue performing Laborers' work with another trade. If a violation occurs, the Employee shall receive equal compensatory pay.

SCHEDULE 2 CALL IN PAY

Employees shall receive full time pay for all the time spent in the service of the Employers. There shall be no split shifts. When an Employee is called to work, he shall receive two (2) hours pay if not put to work. If he is called to work and commences work, he shall be guaranteed a minimum of four (4) hours pay; These provisions, however, not to be effective when work is unable to proceed because (1) railroads or common carriers fail to make deliveries as scheduled; (2) the Engineer refuses to permit work; and (3) Acts of God including weather conditions, will not permit work.

SCHEDULE 3 TRAVEL AND SUBSISTENCE ALLOWANCE

Subsistence of \$30.00 per day shall be paid to Laborers, when the work site is more than 50 miles from the Laborer's home and the permanent office of the Employer.

When money is paid an Employee under this Agreement on account of board, lodging, travel expenses or the costs of other facilities, and payment is intended to reimburse the Employee for all or part of the expenses actually incurred by him in the furtherance of the Employer's interests. Such payment shall not be included as part of the wages paid to the Employee and shall be given on a separate check.

SCHEDULE 4 PRE-JOB CONFERENCE

In an effort to facilitate improved labor-management relations on projects over \$500,000.00, the Contractors and Local 1091 agree to conduct a pre-job meeting to accomplish the following:

- 1) To discuss the project scope of work.
- 2) To have an understanding of the hiring procedure including key people and the selection of people thereafter.
- 3) To discuss any potential job problems, including but not limited to selection of subcontractors, payment of fringe benefits, safety, etc.

SCHEDULE 5 JOB STEWARDS

The Employers recognize the right of the Unions to designate job Stewards to handle such Union business as may from time to time be delegated to them to see that the terms and conditions of this Agreement are being complied with. The Employers also agree that the job Stewards shall be kept on the job until completion of the work covered by this Agreement and are not to be laid off before such time without a hearing before a committee composed of a Representative of the involved Employer and an officer of the Union, which hearing shall be held not later than the end of the next business day following the giving of notice of a lay off by the involved Employer to the involved job Steward.

The Employer agrees that on any job where he had Employees covered by this Agreement employed, the Steward shall be kept on the job, if the crew is reduced due to weather or working conditions and/of if any Employees covered by this Agreement are kept on the job. The Steward, however, will not be an additional man and shall be part of the working crew.

SUPPLEMENTS

SUPPLEMENT 1 HOURS AND OVERTIME

1. The work week shall begins at 7:00 A.M. on Monday and end at 5:30 P.M. on Friday. All time worked before 7:00 A.M. or after 5:30 P.M. until midnight shall be paid for at a rate of one and one-half (1 ½) times the established rate. All time worked in excess of forty (40) hours in any one week or eight (8) hours in any one day shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. All time worked on Saturdays shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the first eight (8) hours and double the established rate of pay for excess of eight (8) hours. All time worked after midnight, except on shifts, and all time worked on

Sundays and legal holidays shall be paid for at double the established hourly rate of pay. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or days observed as such. No Employee shall be disciplined or discharged for declining to work on Saturday.

2. When mutually agreed to by the Employees and the Employer, and when the project is more than 50 miles from the Employer's office, the Employer may establish a four (4) day - ten (10) hour per day work schedule, Monday through Thursday. All hours worked over ten (10) hours per day, Monday through Thursday, and all hours over forty (40) per week shall be paid at one and a half (1 ½) times the regular rate of pay. All hours worked on Fridays shall be paid at one and a half (1 ½) times the regular rate of pay. Extra Laborers will not be hired or transferred to the job for work on Friday. The Union will be notified when the Employees and the Employer agree to work four tens.

3. Regular working hours are to be between 7:00 A.M. and 5:30 P.M. It is mutually agreed between the Employer and the Union Employees; working hours may be adjusted to promote job efficiency. The Union shall be notified, by the Steward, of such adjustment in the starting time. In the absence of a Steward, the Employer shall notify the Union of such adjustment in starting time.

4. Where shifts are employed, there shall be eight (8) hours of pay for seven (7) hours of work. In order to operate shifts without overtime pay, shifts shall be scheduled for at least four (4) consecutive working days.

SUPPLEMENT 2 SCOPE OF AGREEMENT

The terms of this Agreement shall be effective on the building construction operations of the members of the Twin Ports Contractor's Association and Independent Contractors.

SUPPLEMENT 3 SUBCONTRACTORS

The Contractor agrees that neither he nor any of his subcontractors on the job site will subcontract any work covered by this Agreement to be done at the site of construction, alteration, or repair of a building, construction, or other work, except to a person, firm or corporation who has signed or is otherwise bound by this Agreement. When situations arise where it is claimed that no Union subcontractor is available for the proposed work, the Employer and the Union shall meet and agree upon a solution, which may include a project agreement. The Union agrees that when the Employer is required by any 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 Employer and the Union shall meet and agree upon an equitable solution to the dispute.

SUPPLEMENT 4 BREAKS

A. The Employees shall be entitled to a meal break of thirty (30) consecutive minutes in each regular workday. If an Employee is required to work five (5) consecutive hours without a meal break, he shall be compensated for the thirty (30) minutes so worked at the applicable overtime rate of pay. This is not to be construed to deny the Employee time to eat his meal.

B. There shall be one break in the forenoon and one break in the afternoon. The break shall not exceed ten (10) minutes from the time the work stops until work resumes. The break shall be taken in close proximity to the Employee's workstation.

**SUPPLEMENT 5
WATCHMEN**

Watchmen shall receive the above wage per hour on the basis of a forty (40) hour week, with time and one-half (1 1/2) for overtime after forty (40) hours, but not for daily overtime unless such hours are worked beyond forty (40) hours. Watchmen shall not be hired for less than eight (8) hours in any one (1) day. Where only one Watchman is employed, the minimum workweek shall be forty (40) hours. When two or more Watchmen are employed, overtime shall be divided equally. Watchmen shall not be required to tend Salamanders or perform any manual labor; provided however, that the foregoing classification of Watchman shall be eliminated from this Agreement, in the event that it should be determined by the National Labor Relations Board that Watchmen qualify as Guards within the meaning of the Labor-Management Relations Act of 1947.

**SUPPLEMENT 6
TENDING OF SALAMANDERS**

When tending of Salamanders is required at night, two Laborers for each shift shall be hired at straight time with a maximum week of forty (40) hours.

**SUPPLEMENT 7
SIGNALMAN**

When, as and if a Laborer is employed as a Signalman, he shall be paid at the basic rate.

**SUPPLEMENT 8
TOOL CRIB CHECKER**

When, as and if a Laborer is employed as a tool crib checker, he shall be paid the basic rate. This shall not apply to a tool crib or shed where tools are simply stored overnight or when not in use.

**SUPPLEMENT 9
WORK IN TWO WAGE CLASSIFICATIONS**

Employees working in a classification that provides for a rate in excess of the common Laborer rate shall be paid for four (4) hours at the higher rate if they perform work in the higher classification for two (2) to four (4) hours. They shall be paid eight (8) hours at the higher rate if they perform work in the higher rate classification over four (4) hours. If they perform work in the highest rate classification for two (2) hours or less or if the work is shut down, they shall be paid the higher rate only for hours actually worked in the higher rate classification.

**SUPPLEMENT 10
FOREMEN**

1. Labor Foreman to receive \$1.50 per hour above base rate.
2. When six (6) or more Laborers are employed on any one job, one of them shall be a Foreman.
3. Foreman on Sewer Crew to be a member of a Building Trades Union or become a member of Local 1091.

WAGE ADDENDUM AND CONDITIONS

AREA 1:

Douglas, and Bayfield County west from County Trunk A , but also including Iron River National Fish Hatchery and Great Lakes Gas Transmission Co. Station 6 which lie to the east of County Trunk A.

AREA 2:

Ashland and the eastern portion of Bayfield County east of County Trunk A exclusive of the Iron River National Fish Hatchery and Great Lakes Gas Transmission Co. Station 6.

BENEFITS

ALL AREAS:

HEALTH AND WELFARE: Effective June 20, 2011. The Employers covered by this Agreement shall contribute to the Wisconsin Laborers' Health Fund of Madison, Wisconsin, for Health & Welfare benefits, the sum of seven dollars eighty cents (\$7.80) per hour on each hour worked or paid on behalf of each Employee covered by this Agreement. The Union shall furnish the Contractors with the necessary forms for contributions.

PENSION PLAN: Effective June 1, 2014. The Employers covered by this Agreement shall contribute to the Wisconsin Laborers' Pension Plan of Madison, Wisconsin, for Pension Plan Benefits the sum of seven dollars no cents (\$7.00) per hour on each hour worked or paid on behalf of each Employee covered by this Agreement. The Union shall furnish the Contractors with the necessary forms for contributions.

APPRENTICESHIP AND TRAINING FUND: Effective June 1, 2014. The Employers covered by this Agreement shall contribute to the Wisconsin Laborers Apprenticeship and Training Fund of Madison, Wisconsin, for Skill Improvement Benefits, the sum of twenty-four cents (\$.24) per hour on each hour worked or paid on behalf of each Employee covered by this Agreement.

LECET: Effective June 20, 2011. The Employers covered by this Agreement shall contribute to LECET of Madison, Wisconsin for LECET, the sum of eight cents (\$.08) per hour on each hour worked or paid on behalf of each Employee covered by this Agreement. The Union shall furnish the Contractors with the necessary forms for contributions.

WORKING DUES DEDUCTION: Effective June 1, 2014, the sum of one dollar eighteen cents (\$1.18) per hour for all hours worked shall be deducted from taxed wages and paid to the Wisconsin

Laborers' Working Dues. The Union shall furnish the Contractors with the necessary forms for contributions.

VACATION FUND: Effective June 1, 2014, the sum of one dollar thirty-five cents (\$1.35) per hour for all hours worked shall be paid to the Minnesota Laborers' Working Dues on behalf of each Employee covered by this Agreement. This vacation fund contribution pyramids with over-time and is taxable at the time it is earned. The Union shall furnish the Contractors with the necessary forms for contributions.

All fringes should be paid with one check, payable to Wisconsin Laborers' Fringe Benefit Funds, Box 684001, Milwaukee, WI 53268-4001, with the exception of the Vacation Fund which will be sent to Minnesota Laborers' Vacation Fund, P. O. Box 124, Minneapolis, MN 55440-0124.

WAGES

Effective **June 1, 2014**, the increase is as follows:

	<u>AREA 1</u>	<u>AREA 2</u>	
Base pay	\$22.17	\$20.72	per hour
Health & Welfare – plus	7.80	7.80	per hour
Pension Fund – plus	7.00	7.00	per hour
Apprenticeship & Training – plus	.24	.24	per hour
LECET – plus	.08	.08	per hour
Vacation Fund (Taxable) - plus	1.35	1.35	per hour
Safety Training Fund - plus	.15	.15	per hour
Working Dues – subtract	-1.18	-1.18	per hour

May 1, 2015 an increase of \$1.25 in all Areas, allocations TBD.

May 1, 2016 an increase of \$1.25 in all Areas, allocations TBD.

Allocation of wages and fringe benefits will be made each year at least thirty (30) days prior to June first.

Because of the hazardous type of work covered by this contract, no Contractor shall hire anyone, less than 18 years of age.

WAGE SCHEDULE

All Laborers employed by any Contractor who does not pay into the Wisconsin Unemployment Compensation Program, are to receive a premium of .50 cents above the regular scale.

The Contractor is obligated to furnish each Employee with an itemized statement showing the Federal and State withholding, Social Security deductions and all other deductions from the paycheck. This statement shall also include the number of hours worked and the rate of pay.

GENERAL LABOR: Such as handling of material for carpenters and craftsmen, cleaning forms, rough grading, digging of shallow trenches and tool checkers. Unloading, handling and distribution of all materials, fixtures, furnishings and appliances from point of delivery to stockpiling and from stockpiles to approximate point of installation. Cleaning and clearing of all debris, including wire

brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning off all debris in building and construction area. The general cleanup, including sweeping, cleaning, wash-down and wiping of construction facility, equipment and furnishings and removal and loading or burning of debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratories, and all fixtures and facilities herein. Cleanup, mopping, washing, waxing, polishing or dusting of all floors or areas. Manual snow removal and snow blower operator.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

CONCRETE WORK: Concrete, bituminous concrete, or aggregate 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. Operation of motorized wheelbarrows, 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, puddling, leveling and strike-off of concrete or aggregate by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast 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. Cutting of concrete or aggregate in any form, by hand, mechanical means, grindstone or air or water.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

SEWER WORK: All labor work on sewer, gas, oil and water lines, iron, tiles, concrete pipe culverts or multiplates.

PIPE LAYER:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

BOTTOM MAN AND BRACERS:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.32	\$20.87

CAULKER AND JOINT MAN:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.32	\$20.87

TOP MAN:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

CEMENT MANHOLE BUILDER:

6/20/11	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

KETTLEMAN (PIPELINE):

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

SWAMPER ON A PIPE GANG:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.32	\$20.87

BUFFING MACHINE MAN:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.32	\$20.87

MASON TENDERS: Tending shall consist of preparation of materials and the handling and conveying of materials to be used by masons, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and the conveying of said material and other materials to such mechanic, whether by bucket, wheelbarrow, buggy or other motorized unit used for such purpose, including fork lifts, when used at levels not in excess of nine feet. Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process. Erection, planking, and removal of all scaffolding of bricklayers and masons.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.87	\$21.42

Operation of small mixers under our jurisdiction, such as concrete or plaster.

Mixing by hand for one bricklayer:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

Mixing by hand for two or more bricklayers:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

Operation of any power machinery used in cleaning brick etc.:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

TILE SETTERS & TERRAZZO HELPERS: Helping shall consist of the operation of all mixers, the preparation of materials and the handling and conveying of materials to be used by the mechanics to such mechanics whether by bucket, hod, wheelbarrow, buggy or other motorized unit.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

HOD CARRIERS AND PLASTER LABORERS: This work shall consist of preparation of materials and the handling and conveying of such materials used by the plasterers. Erection,

planking, building and removal of planking and scaffolds used for lathers and plasterers shall be the work of the plaster tender.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

DEMOLITION & WRECKING LABORER: Wrecking and handling of materials on wood or steel structures, steel, iron, sheet metal, etc., handling and loading of all materials on the ground where done by hand.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

STEEL BURNERS:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

STEEL FORM SETTERS:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

STEEL WORK: The loading, unloading, carrying, distribution and handling of all rods, mesh and material 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.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

ROOFING:

ROOFING HELPER:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

ROOFING KETTLEMEN:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

UNDERPINNING, LAGGING, BRACING, PROPPING, SHORING AND ALL BASEMENT WORK ETC.: 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 and foundation and concrete work.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

JACK MEN ON SLIP FORMS:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

ALL PNEUMATIC TOOLS AS FOLLOWS: Jack Hammer, Concrete Buster, Air Spade, Sheeting Driver, Air Hammer, Jumping Jack Tampers.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

VIBRATOR - CONCRETE:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

On work where two men are needed to operate pneumatic tools, each Employee shall receive the established rate of pay.

LANDSCAPING OF OLD AND NEW CONSTRUCTION SITES:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

MINERS SHAFTS, TUNNELS, UNDERGROUND SEWERS, DRILLING & BLASTING AND ALL COMPRESSED AIR WORK UNDERGROUND OR IN COMPRESSION CHAMBERS: All work of drilling, jack hammering 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 and road guarding.

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 re-timbering, lagging, bracing, propping or shoring the tunnel or shaft.

Assembling 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 of concrete in any tunnel or shaft.

Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.52	\$21.07

DYNAMITE MAN:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

Handling of creosoted lumber, piling, square timber and like material where covered with creosote or dope, or where applying bitumastic or creosote on wood, steel or cement. Cleaning out oil tanks at refineries or tank farms, 25 cents more per hour above basic rate.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

Any and all work on towers or scaffolds 25 feet or more above the supporting surface shall be 25 cents (.25) per hour above the basic rate.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.42	\$20.97

RAILROAD TRACK WORK: Right-of-way clearance, excavation grading, sub-grading 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 tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossing, relocation of pipes and drainage and culverts connected with same and removal and replacing of all fences.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

Labor foreman to receive no less than \$1.50 per hour above basic rate.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$23.67	\$22.22

Foreman overseeing Laborers' work must maintain membership in the Union.

WATCHMEN: A working Watchman shall receive the same rate of pay and have the same working conditions as do all general Laborers.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

A non-working Watchman shall receive straight-time wages Monday through Friday, eight hours per day. All Saturday, Sunday and holiday work shall be paid for at one and one-half times rate. There shall be a minimum guarantee of two hours pay at the established rate when a non-working Watchman reports for work. A non-working Watchman shall be allowed to take care of the heating and equipment. This does not apply to working Watchman.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$20.62	\$19.17

All refractory work at refineries, better known as turnarounds, shall be paid for at the semi-skill rate of pay. The overtime rate of pay shall be time and one-half. This rate shall exist for all work over eight (8) hours and Saturdays. The Sunday rate of pay shall be double the established rate of pay.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

BITUMINOUS WORKER:

Dumper, Ironer, Smoother:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

Shoveler, Loader, Utility Man:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

Raker, Luteman:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

ASBESTOS REMOVAL: All work in connection with the demolition and removal of asbestos or materials which have asbestos like properties shall be the exclusive work of the Laborers.

Any work which requires a license or certificate for the removal or abatement of asbestos shall be paid at a rate of one dollar (\$1.00) above the base rate.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$23.17	\$21.72

HAZARDOUS WASTE REMOVAL: Any work, which requires a license or certificate for the handling or removal of hazardous material or waste shall be paid at a rate of one dollar (\$1.00) above the base rate.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$23.17	\$21.72

HYDROBLASTER:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$22.17	\$20.72

LEAD BASED PAINT REMOVAL: Any work, which requires a license or certificate for the handling or removal of lead based paint, shall be paid at a rate of one dollar (\$1.00) above the base rate.

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$23.17	\$21.72

WORK THAT REQUIRES LEAD ABATEMENT CERTIFICATE OF LICENSE:

6/1/14	<u>Area 1</u>	<u>Area 2</u>
	\$23.17	\$21.72

IN WITNESS WHEREOF the parties have caused this Agreement to be executed. THE TWIN PORTS CONTRACTORS ASSOCIATION AND OUTSTATE BUILDERS AS LISTED.

WISCONSIN LABORERS' DISTRICT COUNCIL

John Schmitt
President & Business Manager

LABORERS LOCAL NO. 1091

Daniel Olson
Business Manager/Financial Secretary-Treasurer

Wisconsin Laborers' District Council
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DeForest, WI 53532
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