

*WISCONSIN LABORERS' DISTRICT COUNCIL
STATEWIDE LANDSCAPE AGREEMENT*

EFFECTIVE JUNE 1, 2018

EXPIRES MAY 31, 2020

STATEWIDE LANDSCAPE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____,
by and between _____, a landscape
contractor, and its successors, hereinafter referred to as the "Employer" and the WISCONSIN
LABORERS' DISTRICT COUNCIL, hereinafter referred to as the "Union."

WITNESSETH:

Because of the uniqueness of the industry, there has been a special agreement designed for the Landscape Industry. That the parties heretofore and in consideration of the mutual promises and obligations herein contained, agree to and with each other as follows:

ARTICLE I - UNION SECURITY

Section 1 - Recognition

The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. This Agreement shall apply only to onsite landscaping. Work within the following units under the following agreements is not covered by this Agreement:

- A. HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT between the Labor Relations Division of the Wisconsin Transportation Employers Council and the Wisconsin Laborers' District Council, including any independent signators.
- B. NATIONAL PIPE LINE AGREEMENT between the Pipe Line Contractors Association and the Laborers' International Union of North America, including any independent signators.
- C. AGREEMENT between the Distribution Contractors Association and the Laborers' International Union of North America, including any independent signators.
- D. AGREEMENT between the Municipal/Utilities Division, Wisconsin Chapter Associated General Contractors of America, Inc., Wisconsin Independent Contractors and Wisconsin Laborers' District Council.

Section 2 - Membership

- A. Employees of the Employer who have been employed by the Employer for eight (8) days or more at the time they become covered by this Agreement, shall become a member of the Union on the eighth (8th) day following the date such employee becomes covered by this Agreement, and shall, as a condition of continued employment with said Employer, maintain membership during the life of this agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

- B. All persons who are employees of the Employer on the date the Employer first becomes bound by this Agreement shall become a member of the Union on the eighth (8th) day following the date the Employer becomes bound by this Agreement, and shall, as a condition of continued employment with said Employer, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.
- C. All present employees of the Employer covered by this Agreement who are members of the Union as of the date of execution of this Agreement shall, as a condition of continued employment with said Employer, maintain membership during the life of this agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.
- D. All employees covered by this Agreement who are not described in subsections A, B, or C, above shall become a member of the Union on the eighth (8th) day following the date of hire and shall, as a condition of continued employment with said Employer, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.
- E. Such employees shall be a member of a local of the Wisconsin Laborers' District Council and may work anywhere in Wisconsin without further Union qualification.

Section 3 - Failure to Maintain Membership or Join

Upon written notice from the Union, advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing, as covered above, by payment of uniform initiation fees and/or dues as required, the Employer shall forthwith discharge the employee unless the Employer has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. The provisions of this section of the Agreement are enforceable to the extent permitted by the law.

Section 4 - Written Notice

The Employer shall not discharge or cause an employee to lose any work under this Article, except upon written notice from the Union as set forth herein.

Section 5 - Checkoff

The Employer agrees to recognize voluntary and properly signed and lawful authorization cards of its employees requesting the Employer to make deductions from wages for the amount of initiation fees, such amounts to be sent to the local of the Union the employee has applied to join. Arrangements for deductions from wages for dues any be agreed to by the Employer (in its discretion) and the Union, upon receipt of properly signed and lawful authorization card of a given employee.

ARTICLE II - ECONOMIC BENEFITS

Section 1

The Employer agrees to pay the economic benefits set forth in Section 2.

Section 2 - Wages

- A. Fringe benefits are based on the local Union having jurisdiction in the county where the Company has its principal office, except where an employee is obtained from a local Union hiring hall.

Landscape wage rate and fringe benefits for principal office locations are:

AREA I: Milwaukee, Waukesha, Washington & Ozaukee Counties

	<u>Hourly Wage Rate</u>	<u>Health</u>	<u>Pension</u>	<u>Vacation</u>	<u>Total Package</u>
June 1, 2018	\$16.69	\$8.40	\$11.10	\$0.66	\$36.85

Effective June 1, 2018, wages shall be increased \$1.00 per hour total package.

Effective June 1, 2019, wages shall be increased \$0.95 per hour total package.

Effective June 1, 2020, wages shall be increased \$0.95 per hour total package.

AREA 2: Kenosha & Racine Counties

	<u>Hourly Wage Rate</u>	<u>Health</u>	<u>Pension</u>	<u>Total Package</u>
June 1, 2018	\$16.70	\$8.40	\$9.95	\$35.05

Effective June 1, 2018, wages shall be increased \$1.00 per hour total package.

Effective June 1, 2019, wages shall be increased \$0.95 per hour total package.

Effective June 1, 2020, wages shall be increased \$0.95 per hour total package.

AREA 3: Balance of State of Wisconsin

	<u>Hourly Wage Rate</u>	<u>Health</u>	<u>Pension</u>	<u>Total Package</u>
June 1, 2018	\$15.14	\$8.40	\$7.59	\$31.13

Effective June 1, 2018, wages shall be increased \$1.00 per hour total package.

Effective June 1, 2019, wages shall be increased \$0.95 per hour total package.

Effective June 1, 2020, wages shall be increased \$0.95 per hour total package.

- B. Designated leadmen receive twenty-five cents (\$.25) over landscape rate.
- C. Fringe benefits are paid for all hours worked.
- D. Any increase in fringe benefits for June 1, 2018 shall be deducted from the wage rate. The above rates reflect this allocation
- E. If an employer obtains an employee out of a different local hiring hall, the employer will pay the health and pension rates for that area, for that work.

Section 3 - Past Wage Protection Clause

No new employee shall replace an older employee for overtime unless all old employees are placed to work at the same time, or they have been asked if they wish to work within the employee's normal working unit. Nursery and farm employees will not perform unit work; delivery is not unit work. New novices will not be hired before existing unit employees are recalled; this does not limit the Employer's right to discipline.

Section 4 - Allocation of Wages

The Union may allocate any part of the wage increases which go into effect on or after the date of this Agreement, to increase contributions to the Health, Welfare and Pension or Vacation Funds upon a thirty (30) day written notice to the Employer.

Section 5

If any of the foregoing benefit programs become obsolete by reason of legislation, an amount equal to contributions to such programs shall be paid as wages.

ARTICLE III - SUBCONTRACTING

Section 1

The Employer agrees, whenever possible, not to subcontract any work covered by this Agreement to any person, firm or corporation which is not in a contractual relationship with the Laborers' International Union of North America or any of its affiliated local Unions.

Section 2

The Union agrees that compliance with this Agreement constitutes compliance with each subcontracting clause negotiated by any Laborers' Local in Wisconsin or the Laborers' District Council of Wisconsin, which covers the industry covered by this Agreement.

ARTICLE IV - NO STRIKE - NO LOCKOUT - ACTIONS

Section 1

The Union agrees not to strike and the Employer agrees not to lockout during the term of this Agreement. All actions or proceedings by the Employer, by the Union, or by any person for monetary damages for breach of this Agreement by the Employer shall be commenced within sixty (60) days after the right to commence such action or proceeding accrues, or they shall be barred.

Section 2

The Trustees of the Wisconsin State Laborers' Welfare, Pension and Vacation Funds, may for the purpose of collecting any payments required to be made to such trust 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.

ARTICLE V - HOURS OF EMPLOYMENT AND OVERTIME RATE OF PAY

Section 1

The starting and quitting time may be revised from time to time if agreed upon by a majority of employees covered by this Agreement on any given project. In the absence of such agreement, 8:00 a.m. to 4:30 p.m. shall be the regular workday.

Section 2

All work performed in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay.

Section 3

Employees reporting to work at the direction of the Employer shall be paid for two (2) hours if not put to work, unless weather will not permit. Men/women called from the Union office for part-time construction work shall receive a minimum of four (4) hours pay.

Section 4

For all time worked on Sundays and holidays, the employees shall be paid twice the regular rate of pay. For purposes of this Agreement, the following days are stated to be holidays: Christmas Day, Memorial Day, Independence Day, Labor Day, New Year's Day and Thanksgiving Day. No work shall be done on Labor Day except in extreme emergencies.

Section 5

No employees shall be required to work more than five (5) consecutive hours without a regular break for lunch. However, if any employee or employees are required by the Employer, because of an emergency, to work through his/her regular lunch period, he/she shall be entitled to a minimum of thirty (30) minutes pay at the overtime rate of pay as compensation for the missed regular lunch period and such employee or employees shall be entitled to work his/her full normal shift.

Section 6

Wages for work and services rendered shall be paid weekly on the job and on any regularly designated work day. All employees must be paid in full when terminated or discharged from the job; however, if the superintendent or agent of the Employer does not have this authority, the employee must receive his/her payroll check within forty-eight (48) hours by mail. Employees who are receiving unemployment compensation and are requested to return to work for an Employer shall receive the prevailing rate of wages and fringe benefits.

Section 7

The Employer agrees to have a pre-job conference with the local Union in the area where the work is to be performed or the District Council prior to beginning each project where the landscape work exceeds Fifty Thousand Dollars (\$50,000). At such pre-job the Employer will inform the Union of the anticipated hours of work, the estimated number of employees the Employer may request from the local laborers' affiliated, and the names of any known subcontractors.

Section 8

An Employer must carry unemployment compensation, workmen's compensation and social security payments for all laborers in his/her employment.

Section 9

It shall not be a violation of this Agreement nor a cause for discharge if an employee refuses to cross a picket line in the course of his/her employment.

ARTICLE VI - COMPOSITE CREW

Section 1

The Employer may establish for a project or a job, a crew or crews, known as a "composite crew", which shall consist of the required crafts in such proportions as are appropriate to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practicable, but not inconsistent with the provision of this Agreement. Provisions of this paragraph will prevail only if all crafts involved have agreed to this or a similar provision.

ARTICLE VII – SEPARABILITY CLAUSE

Any provision of this Agreement which may be in violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of the Agreement are held or constituted to be void, or to be in violation of any such laws, nevertheless the remainder of the Agreement shall remain in full force and effect unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement.

ARTICLE VIII - SCOPE AND TERM OF AGREEMENT

Section 1

The Union agrees for itself and for all Wisconsin Laborers' Locals that they will not negotiate any agreement with any Employer doing landscape work which would provide terms or benefits more favorable to such Employer, than are afforded by this Agreement and any supplements to this Agreement, unless this Agreement is modified to meet such terms.

ARTICLE VIV – TERMINATION

Section 1

This Agreement shall continue in full force and effect until May 31, 2020, and from year to year thereafter and shall be subject to termination only if either party notifies the other party in writing of its desire to terminate the same, sixty (60) days prior to May 31, 2020, or of any subsequent year.

FOR THE EMPLOYER:

Employer Name

Address

City, State, Zip Code

Telephone

Representative Signature

FOR WISCONSIN LABORERS'
DISTRICT COUNCIL:



President and Business Manager

Local No.

By: _____
Name and Title

**STATEWIDE LANDSCAPE AGREEMENT
MEMORANDUM OF UNDERSTANDING**

_____ (the "Company") and the LABORERS' DISTRICT COUNCIL OF WISCONSIN (the "Union") agree as follows:

1. The Company and the Union are presently parties to a collective bargaining agreement ("Agreement"). The Agreement covers construction site landscapers employed by the Company in the State of Wisconsin, under the Company's present business structure.
2. The Company may establish a division to be known as _____ (or such other name as the Company may choose, from time to time). This division will not engage in any business activity which uses any landscapers, except "private work." The term "private work" is limited to landscape maintenance, work performed for non-Union owners or employers, and to work performed on private dwellings, or duplexes, for non governmental owners or employers. Landscape maintenance includes replacement of materials previously placed, pruning, aerating, thatching, rolling of lawns, mowing, watering, edging, fertilizing, weeding and other similar work related to normal landscape maintenance, anywhere in Wisconsin.
3. The Company agrees as follows:
 - a. No employee of the division will do any work that is covered by the Agreement, i.e., such employees will only do "private work" as landscapers.
 - b. Employees who do any work as landscapers other than "private work" are members of the unit covered by the Agreement. All work performed by employees who are members of the unit covered by the Agreement will be paid as and treated as covered work, even if such work is "private work."
 - c. The Union may have access to job sites and the books and records of the Company to satisfy itself that subparagraph (a) and (b) are being followed.
4. The Union stipulates and agrees that the division described under paragraph 2 is not bound by the Agreement; that employees employed by the division are not within the unit covered by the Agreement but would constitute a separate unit; that work performed by the division is not covered by the Agreement; and the "private work" performed by the division does not constitute subcontracting of work covered by the Agreement.
5. The Union may terminate this memorandum of understanding upon written notice to the Company if at any time the Company fails to follow the limitations of paragraphs two and three. This memorandum of understanding applies throughout Wisconsin.

This memorandum of understanding terminates at the same time as the Agreement, but "private work" as defined herein, when performed by the division, does not become covered by the Agreement at the expiration of this memorandum of understanding.

Employer:

Wisconsin Laborers' District Council

By: _____
Name and Title

By: 
John J. Schmitt

Company

Date

Address

Phone

Date