

**STATEWIDE ASBESTOS REMOVAL  
AGREEMENT**

**BETWEEN**

**SIGNATORY EMPLOYERS**

**AND**

**THE WISCONSIN LABORERS' DISTRICT  
COUNCIL AND ITS AFFILIATES**

**EFFECTIVE JUNE 1, 2020 TO MAY 31, 2023**

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ASBESTOS  
STATEWIDE AGREEMENT  
BETWEEN  
SIGNATORY EMPLOYERS  
AND  
THE WISCONSIN LABORERS' DISTRICT COUNCIL  
AND IT'S AFFILIATES

THIS AGREEMENT made and entered into this 1st day of June, 2020, by and between the INDEPENDENT CONTRACTOR or ASSOCIATION (hereinafter called the Contractor) as party of the first part, and the WISCONSIN LABORERS' DISTRICT COUNCIL (hereinafter called the Union) as party of the second part.

**ARTICLE I**

**DURATION OF AGREEMENT**

This agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2023 and from year to year thereafter, unless terminated by written notice given by either party to the other, not less than sixty (60) days prior to such expiration date, or any anniversary thereof. Since it is the intention of the parties to settle and determine, for the term of this agreement, all matters constituting the proper subjects of collective bargaining between them, it is expressly agreed that there shall be no reopening of this agreement for any matter, pertaining to rates of pay, wages, hours of work, or other terms and conditions of employment or otherwise, during the term of this agreement.

**ARTICLE II**

**SCOPE AND WORK JURISDICTION**

Section 1 This Agreement shall be in effect within the boundaries of the State of Wisconsin and shall cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos that will be assigned in accordance with the jurisdiction of the Laborers' International Union of North America. The work tasks shall include, but not be limited to, the

erection, moving, servicing, and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment normally used in the handling, control, removal and disposal of asbestos; the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

Section 2 This Agreement covers and applies to all on-site construction work of the type covered in Section 1 above performed by the Employer under its own name. This Agreement shall not cover or apply to work performed by any other corporation, company, partnership or other business entity, including a joint venture, which may be related, by either direct or indirect common management, ownership or control, with the Employer unless such a related entity separately executes this Agreement on its own behalf.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

Except as otherwise provided herein the Employer shall have the right to hire, fire-for just cause, direct the working force and manage their business in accordance with their judgment.

### **ARTICLE IV**

#### **UNION RECOGNITION**

Section 1 Union Recognition: 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.

Section 2 District Council: This Agreement shall supersede any Local Union agreement between the Employer and the Union where the two agreements are not in conformity with each other.

### **ARTICLE V**

#### **UNION SECURITY AND CHECKOFF**

Section 1 All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the eighth day following the beginning of their employment, or the effective

date of this Agreement, whichever is the later, acquire and for the duration of their employment, maintain membership in the Union. This provision shall not apply where and if such a requirement for continued employment is prohibited by state law; provided, however, that where an Agency Shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth day following the beginning of such employment, or the effective date of this Agreement, whichever is the later period. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

Section 2 Upon the written request of the Union, the Employer shall be required to terminate the services of any employee who is in violation of any applicable provision of this Article. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

Section 3 The Employer agrees to deduct from the pay of employees and remit to the appropriate Local Union and/or District Council, all deductions authorized by the employees, pursuant to a voluntary, written authorizations provided to the Employer, which is signed by each employee and is in a form consistent with applicable law. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

Section 4 Within seven (7) days after the Employer hires an employee to perform work covered by this Agreement, the Employer shall provide the Local Union, in which work is being performed, by email the following information: (1) the employee's full name; (2) the employee's home address; (3) the employee's telephone number; (4) the employee's email address; and (5) the employee's most recent job site location. However, should an Employer's failure to notify within seven (7) days be the result of clerical error or inadvertent act, it shall not be grievable nor shall the Employer be subject to any monetary penalty or damages.

Section 5 Indemnification. The Union hereby agrees to protect, defend, indemnify and hold harmless any contractor who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees up to \$250 per hour) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by any person or governmental agency that may arise out of or by reason of

action taken by any Contractor in agreeing to and complying with the provisions of Article II. The parties shall mutually agree upon the selection of the attorney.

## **ARTICLE VI**

### **BUSINESS MANAGER-FIELD REPRESENTATIVES-STEWARDS-FOREMEN**

Section 1 The Business Manager or Field Representative of the Local Union shall be allowed to visit the job during working hours subject to contractor and owner regulation provided he meets all the requirements of EPA, State or Federal statutes.

Section 2 The Union may appoint one working steward per shift. A steward shall be a qualified workman, appointed by the Business Agent and confirmed in writing to the Employer. The steward shall perform work in the same manner as other workers. His duties shall be those outlined in the local collective bargaining agreement and he shall be allowed a reasonable amount of time to carry out the provisions of this Agreement and report to the Local Union. The steward shall remain on the job until completion of all work covered by the terms of this Agreement and shall work all overtime possible. The Employer shall give the Local Union at least forty-eight (48) hours notice of intention to lay off the steward in all cases with the exception of the completion of the job.

Section 3 Laborers' Foreman:

- (a) Laborer Foremen in charge of Laborers must be members of the Union and shall be covered by all terms of this Agreement.
- (b) All Laborer Foremen who are presently employees of the Employer and not members of the Union must become members of the Union.
- (c) One Laborer Foremen required for every ten (10) Laborers. (Laborer Foreman or Supervisor shall be paid \$1.00 over General Laborer scale.)
- (d) Non-working General Foreman after 20 laborers.

## **ARTICLE VII**

### **PRE-JOB CONFERENCE**

Employer and representatives of the Wisconsin Laborers', District Council shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall

be the purpose of pre-job conference for the Employer and the Union to agree on such matters as the length of the work week, the number of key employees to be brought in, the number of men employed, the number of Laborer Foreman, the method of referral, the check-off of union dues, initiation fees, the applicable wage rates and fringe benefit contributions in accordance with the contract, and any other matters deemed necessary.

## **ARTICLE VIII**

### **HIRING OF MEN**

**Section 1** If a legal exclusive nondiscriminatory Hiring Hall is being operated by the Local Union having jurisdiction over the area of a specific job pursuant to an existing local collective bargaining agreement, the Employer hereby agrees to utilize the Hiring Hall exclusively and conform to and be bound by its provisions including, but not limited to, the requisite posting, and recognition of the appellate procedure contained herein.

**Section 2** Prior to commencing work in an area the Employer agrees to notify the Local Union in the area where the job is located and the Employer, the Wisconsin Laborers', District Council and Local Union having jurisdiction shall discuss labor and/or training requirements.

**Section 3** Notwithstanding the provisions of section 1 or 2 above, a number of "Key Men" may be transferred from one locality to another by the Employer. "Key Men" shall mean those employees who are regularly and customarily employed by the Employer, and who have been employed by him sometime during the past six (6) months, and who, because of their special knowledge, skill and experience regarding the Employer's operations, are considered necessary by the Employer to the efficient performance of work to be done under this Agreement. The number of "Key Men" allowed into an area should be ten (10). The Local Union will be given as much lead-time as possible so as to afford them time to train and certify whatever manpower is needed.

**Section 4** The Employer and the Union mutually agree that they shall not discriminate against any employee or group of employees because of race, creed, color, sex, age, handicap, religion, or national origin.

## ARTICLE IX

### WAGES AND CONDITIONS

- **6/1/2020 a total package increase of \$1.45**
- **6/1/2021 a total package increase of \$1.45**
- **6/1/2022 a total package increase of \$1.50**

Section 1 Overtime rate, working conditions, and all fringe benefits shall be those established through the Local Building Collective Bargaining Agreement between the appropriate Local Union and the Local contractors in the area where the particular job is located. **When working as a supervisor or foreman, one dollar (\$1.00) over scale, shall be paid for each hour worked.**

Section 2 In order to maintain continuity of work on the Employer's projects, and to insure against any work stoppage in the event of a breakdown of local negotiations, it is agreed that when a local agreement terminates, the Employer will continue to observe the terms and conditions contained therein until a new contract has been reached between the Local Union and the contractors in the area. Pending local settlement, there shall be no work stoppage on the Employer job; providing, however, when negotiations are completed, the Employer's agrees to comply with the terms of the new Agreement retroactively or on the date provided for in the new Agreement.

Section 3 When the Employer enters an area where conditions of employment have not been established pursuant to negotiations between the appropriate Local Union and the contractors in the area, the Employer and the Wisconsin Laborers' District Council will negotiate such wages and other conditions of employment as are necessary and reduce their understanding to writing.

Section 4 The Wisconsin Laborers' District Council and the Employer shall have full authority by mutual agreement of both parties to modify wages in certain situations when it becomes apparent that the local economic situation demands it to insure that the work is done by union contractors.

Section 5 **FRINGE BENEFIT FUNDS:**

**All contributions and deductions to the WI Laborers' Fringe Benefit Funds can be paid with one check payable to: WI Laborers' Fringe Benefit Funds.**

### **Pension Fund Contributions**

The Employer agrees to become party to the fringe benefit trust agreements that have been entered into between local contractors and the Local Union and/or District Council involved. During the life of this Agreement except for Racine, Kenosha, Milwaukee, Waukesha, Ozaukee and Washington Counties each Employer covered by this Agreement shall pay the designated amount for each hour worked by all employees covered by the Agreement to: WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844. Milwaukee, Ozaukee, Waukesha, Washington, Racine and Kenosha Counties' contributions to be sent to: Building Trades United Pension Trust Fund, Milwaukee and Vicinity, PO Box 520, Elm Grove, WI 53122-0520.

### **Health Fund Contributions**

During the life of this Agreement, each Employer covered by this Agreement shall pay the designated amount for each hour worked by all employees covered by this Agreement to: WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844. Payment must be made at the end of each month, but not later than the fifteenth (15th) of the following month.

**LECET Fund Contributions** The Employer agrees to pay a contribution of seven cents (\$.07) per hour on all hours worked to: WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844. The Association and the Union and all Employers covered by this agreement agree to be bound by all the terms of the Trust Agreement creating the LECET Fund and by 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.

**Vacation and/or Working Dues Contributions** The Employer agrees to deduct from the wages of each employee covered by this agreement the working dues, of the Wisconsin Laborers' District Council and its affiliated local Unions, provided that the employer has received from each employee, on whose account such deductions are made, an assignment for the check off of working dues.

Said sums shall be forwarded by the employer to the WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844, or such other depository as may hereafter be designated by the Wisconsin Laborers' District Council. Out of any bonafide vacation plan one dollar and eighteen cents (\$1.18) will be deducted as Working Dues and mailed to WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844. The balance of the vacation amount should be sent to the addresses designated on the wage rate sheets.

The Union shall furnish the Contractor, within seven (7) days, with a copy of any employee's voluntary written authorization for checkoff of dues, including for those employees for whom the Contractor has already been making such deduction(s). Failure of the Union to submit a copy of such authorization shall relieve the Contractor of any obligation to make a deduction hereunder. The provisions of this section are enforceable to the extent permitted by law.

**Apprenticeship & Training Fund Contributions** The Employer agrees to pay a contribution of thirty-one cents (\$.33) per hour on all hours worked to the WI Laborers' Fringe Benefit Funds, Lockbox 978844, P.O. Box 8844, Carol Stream, IL 60197-8844. 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' Apprenticeship & Training Fund and by 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. See Addendum B – Apprenticeship.

**Section 6** Notwithstanding the terms of any local union negotiated agreement, the Employer shall make the fringe benefit contributions for the Employer's key man to the trust funds designated by the key men as their home trust funds, and shall not be obligated to contribute for the key men to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the key men for those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. The key man for whom contributions are made in accordance with this Section to their designated home trust funds shall look only to those trust funds for benefits.

Section 7 The Employer agrees to make timely payments into all fringe benefit funds negotiated and established under the applicable Local Union and/or District Council collective bargaining agreement.

Section 8 All Employees laid off, must be paid by the following pay period.

Section 9 In order to work a 4 day - 10-hour work week, it must be agreed at a pre-job conference by the employer and local union of jurisdiction.

Section 10 Prehire Physicals: The Employer shall provide a pre-hire physical for each employee prior to that employer engaging in activities at the job site. The physical examination and dissemination of the results thereof shall be in accordance with applicable OSHA requirements. The Employer shall bear all cost of the pre-hire physical examination and employees shall be compensated at the regular rate of pay for the time necessary to take such physical.

Section 11 Prevailing Wage Reports: The employer shall submit annual prevailing wage reports to the Wisconsin Laborers' District Council on a form prepared by the Union or DWD on all jobs. These to be forwarded to DWD.

Section 12 Bonding: All new employers will be required, upon signing a collective bargaining agreement, to post, on a form approved by them, with the Business Manager of the District Council a bond written by a company rated by AM Best as A- or better to guarantee payment of all funds. Bonds shall be in the amounts of:

1 to 5 covered employees: \$15,000

6 to 20 covered employees: \$50,000

Over 20 covered employees: \$100,000

If the employer becomes delinquent for two months of contributions, the Business Manager shall call the bond and divide the proceeds of the bonds among all funds in the Laborers' agreement that the employer is obligated to pay into according to the prorated extent of each fund's claims. The bond will remain in force until the employer has a record of one year of complete and timely contributions.

Any employer who has not been required to post a bond will be required to do so as soon as the employer becomes delinquent for two months of contributions. This bond in the amounts specified above will remain in place until the delinquent employer has accumulated a record of one year of complete and timely contributions.

Employers who do not provide required bonds will have their employees removed after a 15-day notice to the employer until such time as they are in compliance with the bonding requirements.

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

## **ARTICLE X**

### **SAFETY**

**Section 1** The Employees covered by the terms of this Agreement shall, at all times, while in the employment of the Employer, be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act on OSHA, EPA and State Safety Regulations. In accordance with the requirements of OSHA, EPA and State Safety Regulations, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein, or established by the Employer. Nothing in this agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

**Section 2** In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to provide for the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer

The Employer will not engage in any litigation against the Union on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any death or injury that occurs on the job sites covered by this Agreement.

**Section 3** The Employer shall supply each employee proper safety clothing, tools, and equipment necessary to perform the job safely including but not limited to respirators.

Section 4 Respirator Clause: Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry. The Employer may work his employees up to a maximum of three and one-half (3 1/2) continuous hours in a respirator without a break of any type providing the governing regulations and standards are met. Whenever this no break provision is implemented by the Employer, a minimum of four (4) hours will be paid to the employee at the applicable hourly wage rate.

Section 5 Employees will be required to observe the regulations when leaving encapsulated areas for any reason. Employer must provide shower facilities with hot water. When necessary, lunch periods will be staggered to allow employees time to clean up. Employer will furnish lockers or other means to safeguard the personal belongings of employees.

Section 6 Certification Requirements: An Employer representative and its employees working under the Wisconsin Laborers' District Council Agreement must be certified for the particular type of asbestos material he or she may be dismantling and/or removing. Certification fees and annual recertification fees are to be paid by the Employer.

Section 7 As a condition of being hired, rehired or working for any Employer who is bound by this Agreement, it is a necessary qualification that the individual complete 8 hours/year of training related to their trade, as well as maintaining OSHA 30 certification. Such training is to be provided by the Wisconsin Laborers' Apprenticeship and Training Fund.

## **ARTICLE XI**

### **GENERAL SAVINGS CLAUSE**

Any provisions in this Agreement which are in contravention of any Federal, State, Local or County regulations, or laws affecting all or part of the limits covered by this Agreement, shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation or any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

## **ARTICLE XII**

### **NO LOCKOUT AND NO WORK STOPPAGES**

During the terms of this Agreement, there shall be no lockout by the Employer, and no work stoppages by the Union, provided, however, the terms of this Agreement will be suspended in any area when the local collective bargaining agreement expires, unless the Employer notifies the International Union and the Local Union, in writing, that he will not participate in negotiating the local agreement with the Local Union, in which case, Article X, Section 2 shall apply.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

Section 1 Where Local Union/District Council Agreements have been agreed upon through bona fide collective bargaining, and where such agreements provide procedures for the handling of grievances, except those of a jurisdictional nature, such procedures shall be the means by which grievance(s) shall be handled. In the absence of grievance machinery in the local agreement, or a settlement at the job site, then the matter shall be adjusted as provided below.

Section 2 It is agreed that in the absence of grievance procedures in a local collective bargaining agreement, disputes, differences of misunderstandings shall be referred to the Union and the Employer for adjustment. There shall be no stoppage of work.

Section 3 If the Grievance cannot be settled by the procedures in Section 2 above, the Local Union and the Employer agree to submit the grievance to the Wisconsin Laborers' District Council and to the President of the Employer or their designees, for possible settlement

Section 4 If the grievance cannot be settled by the procedures in Section 2 and 3 above, the Local Union and the Employer agree to submit the grievance to arbitration. The arbitrator shall be selected from a list supplied by the FMCS. The cost of arbitration shall be borne equally by the Local Union and the Employer, but in no case shall such costs be paid by the International Union.

**ARTICLE XIV**

**SUBCONTRACTING**

The Employer agrees to refrain from subcontracting any work covered by this Agreement to be done at the site of a construction project, except where such subcontractor subscribes and agrees in writing to be bound by this Agreement and to comply with all of the terms and conditions of this Agreement.

**ARTICLE XV**

**EXTRAORDINARY CONDITIONS**

The Union agrees to cooperate with the Employer in meeting conditions peculiar to the job on which the Employer may be engaged or wishes to become engaged in. The parties agree that they will, at all times, meet and confer respecting any questions or misunderstandings that may arise under the performance of this Agreement.

**ARTICLE XVI**

**TRAINING**

The Union and the Employer agree that training programs will be established in as many regions as possible, for the purpose of training workers in the safe and proper procedures of asbestos removal. These training programs shall offer a certification to those workers who complete the program successfully. Certification and periodic recertification fees are to be paid by the Employer.

**ARTICLE XVII**

**FULL AND COMPLETE UNDERSTANDING**

The Union and the Employer certify that this Agreement constitutes the full and complete understanding between the parties. Except as otherwise provided herein, this Agreement shall supersede the provisions of any Local Union Agreement applicable to an area where the Employer shall be engaged in construction operations.

It is understood that no liability shall arise on the part of the Union for any action contrary to this Agreement by any Local Union official affiliated with the Laborers' International Union of North America.

**FOR THE CONTRACTOR:**

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date signed

**WISCONSIN LABORERS' DISTRICT COUNCIL**

  
\_\_\_\_\_  
President/Business Manager

4633 LIUNA WAY, SUITE 101, DE FOREST, WI 53532  
\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Address

5/29/20  
\_\_\_\_\_  
Date signed

**ADDENDUM A**  
**INTERNATIONAL AGREEMENT**  
**FOR REMOVAL OF ASBESTOS-CONTAINING MATERIALS**

This Agreement is entered into between the International Association of Heat and Frost Insulators and Asbestos Workers and the Laborers' International Union of North America, to prevent jurisdictional disputes with reference to the removal of all asbestos-containing materials and to insure that both trades receive their fair equity of this type of work.

It is expressly understood and agreed that this Agreement will be applicable only within the jurisdiction of the two signatory International Unions.

It is mutually agreed that in accordance with this Memorandum of Understanding, the work listed below shall be performed accordingly:

1. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) is recognized as being the exclusive work of the Asbestos Workers.
2. On all mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) that are going to be scrapped, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.
3. The removal of all asbestos-containing materials from walls, ceilings, floors, columns and all other non-mechanical structures and surfaces, etc., is recognized as being the exclusive work of the Laborers.
4. The term "removal" as used in this Agreement shall not include the sealing, labeling and dropping of scrap material into the appropriate containers. After drop, final disposal shall be the work of the Laborers.
5. The loading at the designated area of all materials that have been removed, bagged and tagged, as well as cleanup and all unloading burying and other work required at the disposal site is recognized as being the exclusive work of the Laborers.

Any dispute or controversy arising out of the application or interpretation of this Agreement shall be settled as follows:

1. The Local Union Business Representatives of the respective organizations shall use every effort to arrive at an equitable settlement at the job site.

2. Failing to resolve the dispute as described in the above Section 1, both Local Union Business Representatives shall state their positions and claims in writing to their respective International Unions, which shall promptly assign International Representatives to investigate and resolve the dispute in accordance with this Agreement.
3. If International Representatives fail to adjust any dispute in accordance with this Agreement, said dispute shall be referred to the offices of the General Presidents.

There shall be no work stoppage on the job, either prior to or during the period awaiting a settlement.

SIGNED AND AGREED UPON ON THIS 17 day of APRIL, 1985

**ADDENDUM B**  
**APPRENTICESHIP**

1. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall enter the Apprenticeship Program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer or 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:

**Wage Progression** – An Apprentice will not progress to next pay scale until the minimum required Paid Related Instruction (PRI) hours have been successfully completed in accordance with the chart below.

<b>Hours (OJT)</b>	<b>Paid Related Instruction</b>	<b>(PRI) Percentage</b>
1 - 1000		80% of General Laborers
1001 - 2000	N/A	85% of General Laborers
2001 - 3000	w/ a minimum of 125 hours of PRI	90% of General Laborers
3001 - 4000	w/ a minimum of 250 hours of PRI	95% of General Laborers
4400	4000 OJT hours + 400 PRI hours	100% of General Laborers

(Must complete 4000 hours on the job and a minimum of 400 classroom hours for The 100% of General Laborers pay rate)

4. The Employer may pay a higher rate at their option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.
5. The Employer shall pay an Apprentice the; full Health & Welfare benefit package as described in this contract. Pension contribution for Apprentices shall be \$1.00 per hour less than a Journey Worker.

6. Entry into the Apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC.
7. The Employer shall participate in the Apprenticeship Program for employment by DWD-approved testing and a current letter of eligibility.  
An Employer who only employs one Journey Worker may employ one Apprentice. This one (1) Journey person to one (1) Apprentice ratio is known as the "Initial Ratio".  
After the Initial Ratio, the ratio then becomes two (2) Journeypersons to one (1) Apprentice. (I.e., an Employer may employ nine (9) Apprentices once it employs 17 Journeypersons). Thereafter, the ratio shall be one additional Apprentice for every five (5) Journeypersons employed.
8. 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.
9. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
10. An Apprentice shall not be penalized for taking off from work to attend offsite training.

**ADDENDUM C**  
**LABORERS' LOCAL 113**  
**ASBESTOS WAGE RATES EFFECTIVE JUNE 1, 2020**

	Increase	Base Wage	Health	Pension	Vacation/Working Dues	Appr/Training	LECET	Total Package
<b>Counties of:</b> Milwaukee, Ozaukee, Washington & Waukesha	\$1.45	\$24.88	\$8.80 \$8.50 Health \$0.30 HRA	\$11.10	\$2.29 \$1.11 Vacation \$1.18 Working Dues	\$0.33	\$0.07	\$47.47
<b>Counties of:</b> Kenosha and Racine	\$1.45	\$25.31	\$8.80 \$8.50 Health \$0.30 HRA	\$11.10	\$2.29 \$1.11 Vacation \$1.18 Working Dues	\$0.33	\$0.07	\$47.90

**REMITTANCE ADDRESSES:**

Health, Vacation/Working Dues, Appr/Training and LECET:

One check payable to: WI Laborers' Fringe Benefit Funds  
 Mail to: Lockbox 978844, P.O. Box 8844  
 Carol Stream, Illinois 60197-8844

Pension:

Payable to: Building Trades United Pension Trust Fund  
 Mail to: PO Box 520  
 Elm Grove, Wisconsin 53122-0520

**BALANCE OF STATE**  
**ASBESTOS WAGE RATES EFFECTIVE JUNE 3, 2019**

	Increase	Base Wage	Health	Pension	Vacation/Working Dues	Appr/Training	LECET	Total Package
<b>Balance of State</b>	\$1.45	\$29.00	\$8.80 \$8.50 Health \$0.30 HRA	\$8.75	*-\$1.18	\$0.33	\$0.07	\$46.95

\*Minus sign on Vacation/Working Dues contribution indicates taxable item to be deducted from base rate **after tax deduction**.

**REMITTANCE ADDRESS:**

Health, Pension, Vacation/Working Dues, Appr/Training and LECET:

One check payable to: WI Laborers' Fringe Benefit Funds  
 Mail to: Lockbox 978844, P.O. Box 8844  
 Carol Stream, IL 60197-8844

**ADDENDUM D**

**MOLD, LEAD AND HAZARDOUS MATERIALS REMEDIATION**

**LETTER OF ASSENT**

This agreement entered into between \_\_\_\_\_, its Successors and assigns, hereinafter referred to as the "Contractor" and The Wisconsin Laborers' District Council, its successors and assigns, hereinafter referred to as the "Union".

The Contractor and the Union agree as follows:

1. The Contractor recognizes the Union as the sole and exclusive bargaining representative for and on behalf of the employees of the Contractor within the territorial and occupational jurisdiction of the Union, as specified in the Statewide Asbestos Removal Agreement referred to as "Agreement". All conditions of Asbestos Agreement including, but not limited to, wages, fringe benefits, working conditions, etc. to apply to the removal of mold, lead materials or hazardous waste materials.
2. The Union and the Contractor hereby adopt the Agreement, dated June 1, 2019, and both the Contractor and the Union agree to be bound by all the terms and conditions of said Agreement.
3. This Agreement and the adoption of the Agreement between the Union and the Contractor shall be effective as of date signed and remain in effect to and including the expiration of the Agreement between the Union and the Contractor. This Agreement shall continue in effect from year to year thereafter and specifically adopt any successor agreement entered into between the Union and the Contractor subsequent to the expiration date of the Agreement adopted herein, unless notice of termination or amendment is given in the matter provided herein.
4. In the event of a strike over negotiations for a successor Agreement, it would not be considered a violation of this Agreement for the Contractor to stop work or for the Union to stop work for the duration of the strike.
5. Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the expiration date of the Agreement between the Union and the Contractor.

Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

WISCONSIN LABORERS' DISTRICT COUNCIL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip, Phone

By: \_\_\_\_\_  
President/Business Manager

By: \_\_\_\_\_  
Name/Title

**ADDENDUM E**

**WI LABORER LOCALS & REPRESENTATIVES**

**Wisconsin Laborers' District Council**

4633 LIUNA Way, Suite 101, DeForest, WI 53532  
Tel.: 608-846-8242 / Fax: 608-846-5460  
John J. Schmitt, President/Business Manager

**Milwaukee:**

Laborers' Local #113  
6310 W. Appleton Ave., Milwaukee, WI 53210  
Phone: 414-873-4520 / Fax: 414-873-5155  
Anthony Neira, Business Manager

**La Crosse:**

Laborers' Local #140  
2771 George Street, La Crosse, WI 54603  
Phone: 608-788-1095 / Fax: 608-788-6082  
Clark Jensen, Business Manager

**Eau Claire:**

Laborers' Local #268  
2233 Birch St., Eau Claire, WI 54703  
Phone: 715-835-5001 / Fax: 715-835-4098  
Brian Dehnhoff, Business Manager

**Menasha:**

Laborers' Local #330  
886 W. Airport Road, Menasha, WI 54952  
Phone: 920-722-2104/Fax: 920-722-2105  
Gerald Schomaker, Business Manager

**Madison:**

Laborers' Local #464  
1438 N Stoughton Rd., Madison, WI 53714  
Phone: 608-244-6400 / Fax: 608-244-6540  
Jim Foye, Business Manager

**Wisconsin Laborers' Apprenticeship and Training**

4633 LIUNA Way, Suite 100, DeForest, WI 53532  
Phone: 608-846-5764 / Fax: 608-846-3862