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K#: **8680**

Employer Name: **Wisconsin Transportation Employers Council (Heavy and Highway Construction Agreement)**

Location: **WI**

Union: **Wisconsin Laborers' District Council, Laborers International Union of North America (LIUNA), AFL-CIO**

Local: **113, 140, 237, et al.**

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K 8680
7,000 workers
47 pages

# HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT

BETWEEN THE

## Wisconsin Transportation Employers Council

AND THE

## Wisconsin Laborers' District Council and its Affiliated Local Unions

LABORERS LOCAL NO. 113 MILWAUKEE
LABORERS LOCAL NO. 140 LA CROSSE
LABORERS LOCAL NO. 237 KENOSHA
LABORERS LOCAL NO. 317 EAU CLAIRE
LABORERS LOCAL NO. 392 WAUKESHA
LABORERS LOCAL NO. 464 MADISON
LABORERS LOCAL NO. 539 GREEN BAY
LABORERS LOCAL NO. 931 APPLETON
LABORERS LOCAL NO. 1050 SUPERIOR
LABORERS LOCAL NO. 1086 FOND DU LAC
LABORERS LOCAL NO. 1359 WAUSAU
LABORERS LOCAL NO. WISCONSIN RAPIDS
LABORERS LOCAL NO. 1440 JANESVILLE

ALL IN THE STATE OF WISCONSIN

EFFECTIVE JUNE 1 1999 TO MAY 31, 2004

® 9

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# HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT

**THIS AGREEMENT** Made and entered into this 1st day of June, 1999 by and between the **WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL** (hereinafter called the Employers or Contractors) as party of the first part, and the Wisconsin Laborers' District Council (hereinafter called the Union) as party of the second part.

## WITNESSETH

That the parties hereto, for and in consideration of the mutual promises and obligations herein contained, agreed to and with each other as follows:

### ARTICLE I
### Recognition, Assignment, Scope, Coverage, Entirety and Definitions of Agreement

#### Recognition

The Employer and the Contractor hereby recognize the union as the sole and exclusive bargaining unit. The bargaining unit shall consist of all Laborers as now or hereafter classified in ARTICLE IV (Jurisdiction and Classification) performing work within the scope and coverage of this agreement.

#### Assignment

The Contractor hereby assigns all work to be performed in the categories described in ARTICLE IV (Jurisdiction and Classification) and incidental thereto to employees in the bargaining unit covered by this agreement.

#### Scope

This agreement shall apply throughout the State of Wisconsin.

#### Coverage

This agreement shall cover all highway and heavy con-

struction work included in contracts awarded by the State of Wisconsin Department of Transportation, all work performed for any authority supervised by said Department of Transportation, airport work (exclusive of buildings.)

**Entirety of Agreement**

This agreement represents the entire written contract between the parties and supercedes any previous agreements, supplements, riders or addenda whether written or verbal. Neither the Union, the Contractor, nor the Employer, shall have the right to add to, subtract from or change the terms of the agreement without the mutual written consent of all parties hereto.

It is agreed that this agreement will be submitted to the (D.W.D.) Department of Workforce Development with the request that the rates and fringe benefits as set forth herein be determined as the prevailing wage rates in accordance with subsection 103.50 of the Wisconsin Statutes for each of the years covered by this agreement.

**Definitions**

1. "Airport Construction" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings, sewers, tunnels, water mains or any other utilities.
2. "Employees" shall include only those persons empioyed by the Contractor coming within the jurisdiction of Laborers' International Union of North America and specifically set forth in ARTICLE IV (Jurisdiction and Classification and incidental thereto.
3. The "Contractor" where used in this agreement means any Contractor, subcontractor who is a member of the **WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL** who is engaged in highway construction work anywhere in the State of Wisconsin which comes under the jurisdiction of the Unions. The word "Contractor" also means any signatory independent

contractor not a member of the Association or Council.

## ARTICLE II
## Union Security/Recognition Clause

1. All present employees of the Contractor 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 Contractor, 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. All present employees of the Contractor covered by this agreement who are not members of the Union and all employees of the Contractor covered by this agreement shall become members of the Union within eight (8) days following the date of this agreement, or within eight (8) days following the commencement of such employment, whichever is later, and shall, as a condition of continued employment with said Contractor, 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; provided however, that such membership in the Union is available to such employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected employees to tender their periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

When a Business Manager or Field Representative of a local union comes in contact with a laborer who has not yet joined the Union, he/she may sign that employee to the necessary paper work to become a union member. This is to be allowed at any point of employment but the papers will be held until the eighth day of employment and then processed.

2. 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 Contractor shall forthwith discharge the employee unless the Contractor 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.
3. The contractor shall not discharge or cause an employee to lose any work for failure to maintain membership in good standing under this Article, except upon written notice from the Business Representative of the Union as set forth herein.
4. All employees upon hiring shall be notified of the membership provision of the Union Security clause.
5. The Employer acknowledges that the Union has submitted proof in the form of signed authorization cards that the Union represents a majority of the Employer's employees in the job classifications included in the appropriate bargaining unit covered by the Heavy and Highway Construction Agreement between the Laborers' District Council and Wisconsin Transportation Employers' Council.

   Based on such showing, the Employer therefore voluntarily agrees to recognize and hereby does recognize, the Union as the exclusive collective bargaining agent for all such employees within such bargaining unit as provided in Section 9(a) of the National Labor Relations Act. The Employer waives any right it may have to an NLRB election to confirm the majority status of the Union.

## ARTICLE III
## Subcontracting

*Section 3.1* ***UNION SUBCONTRACTOR:*** *The Contractor agrees that, while subletting or contracting out work covered by this Agreement which is to be performed within the geographic coverage of this Agreement at the site of the construction, alteration, painting, or repair of a highway, building structure or other work, he will sublet or contract out such work only to a subcontractor who has signed, or is otherwise bound by, written labor agreement entered into with the Union.*

Section 3.2 **SUBCONTRACTING:** When situations arise where it is claimed that no union subcontractor is available for the proposed work, the Contractor and the Union shall meet and agree upon a solution, which may include a Project Agreement.

Section 3.3 A) The Trustees of each of the Trust Funds established by this collective bargaining agreement, through their administrators, shall furnish the **WISCONSIN TRANSPORTATION EMPLOYERS COUNCIL** and the Union a list of delinquent employers each month.

B) In the event a contractor subcontracts work to a listed delinquent subcontractor, the Employer shall withhold sufficient funds to satisfy the required hourly contributions on that project and shall pay these sums to the Trust Funds.

## ARTICLE IV
## Jurisdiction and Classification

1. The Contractor agrees to respect the jurisdiction, rules and agreement of the Union under this agreement and shall not direct or require its employees or persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the laborers in said unit.
2. All laborers employed under this agreement shall be classified in accordance with classifications hereto

attached and recognized and approved by the Department of Workforce Development (D.W.D.) and/or the United States Secretary of Labor, and work incidental thereto, and no other classification of labor of any kind will be recognized. Any question relative to the classification of a laborer will be settled by the Employer and the union involved, and if they are unable to each a mutual decision, then the matter shall be referred to the final step of the grievance procedure in Section 2, ARTICLE VI.

3. The handling of all materials to point of erection and final stripping shall be the assigned work of the laborer.
4. Laborers Jurisdictional Claims: Laborers also working Heavy and Highway industries if let by Wis. D.O.T. Heavy industries include projects like dams, waste water treatment facilities and tunnel construction. Highway construction includes bridges, interstate and secondary roadways. The tasks performed by Laborers in these industries are: clearing and grubbing, establishing of grade, setting of stakes, pins and stringline to guide machines, rigging/signaling of trucks and equipment, flagging/traffic control, tending to other trades, general site cleanup, pouring of concrete, vibrating, rough finishing of concrete, application of concrete drying compounds, sawing of concrete, sawing for installing of expansion joints, setting of precast, read and interpret prints/plans, security of site, unloading/loading materials, operating tool rooms, laying of storm sewers, sanitary and water mains, trenching, digging of ditches, backfilling, setting of guard rails, underpinning, shoring and lagging, all work in connection with tunnel and shaft construction, tamping (compacting), dewatering, running pavement breakers, drilling and blasting, waterproofing, fire watch and confined space entry watch. All demolition associated with heavy and highway work.

   In the performance of their duties on Heavy and highway Construction projects, Laborers utilize the following tools: chain saws, shears, clippers, beaters (hammers),

pin pullers, levels, elevation sticks, georgia buggies, loots, rakes, shovels, wheelbarrows, brooms, floats, edgers, concrete saws, core drills, expansion joint machines, scraps, chokers, spreaders, chains, tampers, compacters, pumps (dewatering), generators, hydraulic and pneumatic hand tools, breakers, chippers, drill rigs, paving machines, explosives, caps, transmitting equipment for same, tools used for applying concrete curing compounds (brushes, rollers, spray applicators), heaters, tunnel and shaft boring machines, locomotives, conveyor systems, cutting, burning and welding equipment. Devices used for detecting buried lines.

5. Apprenticeship. The Laborers'/WTEC will draft the language necessary if Apprenticeship of Laborers is implemented.

## ARTICLE V
## Strike or Lockouts

It is specifically agreed that there will be no lockouts, strikes or stoppages of any work of any sort, except as provided in ARTICLE VI, pertaining to failure to comply with the Arbitrator's decision.

## ARTICLE VI
## Grievance

1. 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.

2.(a) Grievances are to be submitted to a grievance committee before submission to the WERC. If the grievance committee cannot resolve the grievance, the grievance will then be submitted to the WERC per section 2(b). The employer and Union shall each have three representatives on the grievance committee which shall meet within 30 days of grievance. The International Representative and President of District

Council shall be part of the committee.

2.(b) If no resolution is reached at the grievance committee, all grievances, disputes or complaints of violations of any provisions of this agreement shall be submitted to final and binding arbitration by an arbitrator appointed 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 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. 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.

2.(c) Both parties shall cooperate to have the case heard by an arbitrator within seven (7) calendar days of the 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.

3. 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.

4. 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 the 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.

5. All expenses of the arbitrator shall be shared equally by the Union and the Contractor involved.

## ARTICLE VII
## Pre-Job Conference

1. The Contractor shall communicate with the Local Union and the District Council prior to starting work on any project, and the Contractor and the Union shall jointly establish a time and place for a pre-job conference. Where the Contractor refuses to participate in a pre-job conference the Union shall reserve the right to withhold the services of members of the bargaining unit employed by the Contractor and his subcontractors until a pre-job conference is held, provided the Union is ready, willing and able to conduct a pre-job conference promptly.
2. The Contractor shall designate the proposed subcontractors at the pre-job conference.
3. From the Pre-job conference there shall come an understanding that will define the hiring procedure of laborers which are employed on a project after the initial laborers, or laborers who have worked the previous season, are brought into an area of different union jurisdiction. Balance of qualified laborers, if available, shall be secured from the local union having jurisdiction in the area.
4. It shall be understood that a list of laborers shall be furnished to union at pre-job conference and thereafter upon reasonable request from local union business representative.
5. The subject of union steward shall be discussed at pre-job conference subject to ARTICLE VIII, Section 4.

## ARTICLE VIII
## General Rules

1. The Employer shall not discharge nor suspend any employees without just cause.
2. The number of laborers to be employed is at the sole discretion of the Contractor, and the fact that certain classifications and rates are established does not mean that the Contractor must employ laborers for any one or all such classification or to man any particular piece of equipment that happens to be on the job unless the Contractor has need for such workers, or unless otherwise provided for in this Agreement.

   Consistent with Federal, State, and/or Local wage and hour laws, the Contractor shall, however, assign all work incidental to work in classifications covered by this Agreement to Laborers.
3. Authorized representatives of the Union shall have access to all project; provided, however, that they report their presence to the Contractor or one of his representatives on the job site if necessary to check the laborers during working hours.
4. The Contractor agrees to recognize the right of the union to select from the working force on the job site a steward to act on behalf of the union. A steward shall be required to do a full day's work.
5. A Contractor shall pay once a week on a calendar week basis. Paychecks shall have attached stubs showing the following: (1) total hours worked or straight-time hours worked; (2) overtime hours or overtime earnings; (3) gross pay; (4) total fringe benefits as reported, and (5) total other deductions.
6. If a laborer is discharged, he must be paid within 48 hours. Placing the laborers' check in the mail within 48 hours shall be in compliance with this provision. Upon lay-off or discharge, all employees shall be furnished a written slip stating the reason for discharge or lay-off. A copy of the notice shall be sent to the union office. In the

event of non-compliance (with the 48 hour provision and/or separation slips) the discharged employee shall be paid for eight hours per normal work day at his then rate until the discharge check and/or notice is personally delivered or mailed, but not to exceed five (5) working days.

7. When a contractor moves his plant, equipment and tools, all laborers employed on that move shall be paid at applicable rates as set forth in ARTICLE XI.
8. 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 are to be forwarded to DWD.

## ARTICLE IX
## Shifts and Hours of Employment and Overtime Rates of Pay

1. When a single shift is worked, eight hours of continuous employment, except for lunch periods, shall constitute a day's work, beginning on Monday through Friday of each week.
2. When two (2) or more shifts are worked, five (5) eight (8) hour shifts from 5:00 a.m. Monday to 5:00 a.m. Saturday shall constitute a regular week's work and such time shall be paid for at the regular rate of wages, provided however that laborers assigned to a second or third shift shall be allowed thirty (30) minute lunch period at the midpoint of the shift with the time to be paid for as working time.
3. Eight (8) hours constitute a regular day's work and forty (40) hours shall constitute a regular week's work, Monday through Friday. It is also agreed the contractor may work four (4) ten (10) hour days with Friday as a make-up day, when the Union and crew agree.

   All work performed on Saturday shall be paid at one and one-half times the regular rate of pay.

*For all time worked on Sundays and Holidays, the laborers* shall be paid twice the regular rate of pay.

For the purpose of this Agreement the following days are stated to be Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

No work shall be done on Labor Day except in extreme emergencies.

4. All laborers, including a laborer reporting to work for the first time as ordered, shall report for work. Laborers shall be required to remain on the job to qualify for the two (2) hours reporting pay. When a laborer does not have a phone, he shall call in, reverse charges, before reporting.
5. It is agreed that when time is lost during the week due *to influence of weather, and the contractor has chosen* to work four (4) ten (10) hour days, that such time lost may be made up on Friday.

## ARTICLE X
## Dues Check-Off

The contractor, upon written authorization from the individual employee, will deduct from the pay of employees, initiation fees and regular union dues and agrees to remit to the involved union weekly.

## ARTICLE XI
## Classification and Wage Rates

1. The rates of pay on airport construction shall be the prevailing rates as determined by applicable laws.
2. The following straight-time rate of pay and job classifications shall apply to all work and every laborer covered by this agreement, except as stated in Section 1 above.
3. This agreement applies to the entire state of Wisconsin which for the purpose of this agreement is divided into

various geographical areas as stated below.

**Area I** is defined as Milwaukee and Waukesha Counties.

**Area II** is defined as Racine and Kenosha County.

**Area III** is defined as Dane County.

**Area IV** is defined as Ozaukee and Washington Counties.

**Area V** is defined as including all counties of Wisconsin except: Milwaukee, Waukesha, Ozaukee, Washington, Dane, Kenosha and Racine.

4. It is the optional decision of the union to determine contributions out of the negotiated wage increase, for Health and Welfare, Pension, Vacation, or Skill Improvement programs, L.E.C.E.T. and T.E.F. upon notice to contractor. This notice must be prior to the certification date of each year of the contract.
5. Compliance by the Contractor with Federal, State, and/or Local wage and hours laws shall not modify the jurisdiction of the Wisconsin Laborers District Council nor diminish the classifications described in this Article XI nor work incidental to such classifications.

## LABORERS — AREA I
## MILWAUKEE & WAUKESHA COUNTY

**GROUP 1** **Hourly Basic Rate of Pay Effective June 1, 1999**

General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Reinforcing Steel Setter (pavement); Stone Handler; Bituminous Worker (Shoveler, Loader and Utility man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler . . . . . $17.75

**GROUP II**

Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer . . . . . $17.90

**GROUP III**

Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man . . . . . $18.10

**GROUP IV**

Line and Grade Specialist . . . . . $18.25

**GROUP V**

Blaster and Powderman . . . . . $18.40

**GROUP VI**

Topman (Sewer and Water) . . . . . $19.76

**GROUP VII**

Bottomman (Sewer and Water) . . . . . $20.21

**GROUP VIII**

Pipelayer (Sewer and Water) . . . . . $20.98

**GROUP IX**

Flagperson & Traffic Control Person . . . . . $14.24

**Total Wage Package Base Wage Plus Benefits**

6/1/2000 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2001 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2002 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2003 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2004 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

## LABORERS — AREA II
## RACINE & KENOSHA COUNTY

**GROUP 1** **Hourly Basic Rate of Pay Effective June 1, 1999**

General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Reinforcing Steel Setter (pavement); Stone Handler; Bituminous Worker (Shoveler, Loader and Utility man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler . . . . . $16.71

***GROUP II***

Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer . . . . . $16.86

**GROUP III**

Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man . . . . . $17.06

**GROUP IV**

Line and Grade Specialist . . . . . $17.06

**GROUP V**

Blaster and Powderman . . . . . $17.36

**GROUP VI**

Topman (Sewer and Water) . . . . . $16.81

**GROUP VII**

Bottomman (Sewer and Water) . . . . . $16.96

**GROUP VIII**

Pipelayer (Sewer and Water) . . . . . $17.46

**GROUP IX**

Flagperson & Traffic Control Person . . . . . $13.85

***Total Wage Package*** **Base Wage** **Plus Benefits**

6/1/2000 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2001 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2002 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2003 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2004 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

## LABORERS — AREA III
## DANE COUNTY

**GROUP 1** Hourly Basic Rate of Pay Effective June 1, 1999

*General Laborer; Tree Trimmer; Conduit Layer;* Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Reinforcing Steel Setter (pavement); Stone Handler; Bituminous Worker (Shoveler, Loader and Utility man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler; Joint Sawer and Filler (pavement) . . . . . $18.16

**GROUP II**

Air Tool Operator; Vibrator or Tamper Operator Mechanical (Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer . . . . . $18.26

**GROUP III**

Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man . . . . . $18.31

**GROUP IV**

Line and Grade Specialist . . . . . $18.51

**GROUP V**

Blaster and Powderman . . . . . $18.36

**GROUP VI**

Topman (Sewer and Water) . . . . . $18.26

**GROUP VII**

Bottomman (Sewer and Water) . . . . . $18.41

**GROUP VIII**

Pipelayer (Sewer and Water) . . . . . $18.61

**GROUP IX**

Flagperson & Traffic Control Person . . . . . $14.51

**Total Wage Package Base Wage Plus Benefits**

6/1/2000 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2001 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2002 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2003 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2004 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

## LABORERS — AREA IV
## WASHINGTON & OZAUKEE COUNTY

**GROUP 1** **Hourly Basic Rate of Pay Effective June 1, 1999**

General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Reinforcing Steel Setter (pavement); Stone Handler; Bituminous Worker (Shoveler, Loader and Utility man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler; Joint Sawer and Filler (pavement) . . . . . $17.00

**GROUP II**

Air Tool Operator; Vibrator or Tamper Operator Mechanical (Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer . . . . . $17.10

**GROUP III**

Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man . . . . . $17.15

**GROUP IV**

Line and Grade Specialist . . . . . $17.35

**GROUP V**

Blaster and Powderman . . . . . $17.20

**GROUP VI**

Topman (Sewer and Water) . . . . . $19.79

**GROUP VII**

*Bottomman (Sewer and Water)* . . . . . $20.21

**GROUP VIII**

Pipelayer (Sewer and Water) . . . . . $20.98

**GROUP IX**

Flagperson & Traffic Control Person . . . . . $14.09

**Total Wage Package** **Base Wage** **Plus Benefits**

6/1/2000 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2001 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2002 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2003 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

*6/1/2004 an increase of $1.25 across the board subject to* ARTICLE XI, Section 4

## LABORERS — AREA V
## BALANCE OF STATE

**GROUP 1** Hourly Basic Rate of Pay Effective June 1, 1999

General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Reinforcing Steel Setter (pavement); Stone Handler; Bituminous Worker (Shoveler, Loader and Utility man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler; Joint Sawer and Filler (pavement) . . . . . $17.88

**GROUP II**

Air Tool Operator; Vibrator or Tamper Operator Mechanical (Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer . . . . . $17.98

**GROUP III**

Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man . . . . . $18.03

**GROUP IV**

Line and Grade Specialist . . . . . $18.23

**GROUP V**

Blaster and Powderman . . . . . $18.08

**GROUP VI**

Topman (Sewer and Water) . . . . . $17.98

**GROUP VII**

Bottomman (Sewer and Water) . . . . . $18.13

**GROUP VIII**

Pipelayer (Sewer and Water) . . . . . $18.33

**GROUP IX**

Flagperson & Traffic Control Person . . . . . $14.51

**Total Wage Package Base Wage Plus Benefits**

6/1/2000 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2001 an increase of $1.20 across the board subject to ARTICLE XI, Section 4

6/1/2002 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2003 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

6/1/2004 an increase of $1.25 across the board subject to ARTICLE XI, Section 4

## LABORERS' HEAVY & HIGHWAY FRINGE RATES
## EFFECTIVE JUNE 1, 1999

| | Health | Pension | Vacation Working Dues | S.I.F. | LECET |
|---|---|---|---|---|---|
| **AREA 1** | | | | | |
| Milwaukee | | | | | |
| Waukesha | $4.00 | $2.50 | $1.00 | $.10 | $.07 |
| **AREA 2** | | | | | |
| Kenosha | | | | | |
| Racine | $3.25 | $3.00 | $1.35 | $.10 | $.07 |
| **AREA 3** | | | | | |
| Dane | $2.55 | $3.00 | —.35 | $.10 | $.07 |
| **AREA 4** | | | | | |
| Washington | | | | | |
| Ozaukee | $4.00 | $2.50 | $1.00 | $.10 | $.07 |
| **AREA 5** | | | | | |
| Balance of | | | | | |
| State | $2.55 | $3.00 | —.35 | $.10 | $.07 |

*Minus sign on vacation/working dues contribution indicates amount to be deducted from base wage.

FRINGES TO BE PAID ON ALL HOURS WORKED

Note: It is the optional decision of the Union to provide additional contributions out of the negotiated wage increase for Health & Welfare, Pension, Vacation, Skill Improvement Programs, and L.E.C.E.T., upon notice to the contractor. This notice must be previous to certification date.

Transportation Education Fund ..... $.08

### ARTICLE XII
### Vacations and/or Working Dues

1(a) Effective June 1, 1999, the sum of $1.00 (minus $.35) per hour per section (c) per hour for all hours worked in the counties of Milwaukee, Ozaukee, Washington and Waukesha shall be paid monthly by the contractor to the Vacation Trust Fund established by the Allied

Construction Employees Association of Milwaukee and the appropriate labor union for all Laborers employed by the Contractor in the job classifications listed in ARTICLE XI on contracts let by the Wisconsin Department of Transportation which include the 1999 and subsequent year's wage certification of the Wisconsin Department of Workforce Development (D.W.D.).

(b) Effective June 1, 1999, the sum of $1.35 (minus $.35) per hour per section (c) per hour for all hours worked *in the Counties of Kenosha and Racine shall be paid* monthly by the Contractor to the Laborers' Local 237 Vacation Fund for all laborers employed by the contractor in the job classifications listed in ARTICLE XI on contracts let by the Wisconsin Department of Transportation which include the 1999 and subsequent year's wage certification of the Wisconsin DWD.

(c) Out of the payments under a-b above and for Regions 3 and 5, effective June 1, 1999, the sum of $.35 per hour for all hours worked shall be paid to the Wisconsin Laborers' Vacation Fund and/or Working *Dues Fund, 2801 Coho Street, Suite 300, Madison,* WI 53713 for all laborers employed by the contractor in the job classification listed in ARTICLE XI on contracts let by the Wisconsin Department of Transportation which include the 1999 and subsequent year's wage certification of the Wisconsin DWD.

## ARTICLE XIII
## Health and Welfare

1(a) Effective June 1, 1999, the contractor shall pay monthly the sum of $4.00 per hour for all hours worked, for work performed in Milwaukee, Ozaukee, Washington and Waukesha counties to the Health and Welfare Fund established by the Allied Construction Employers Association of Milwaukee and the appropriate labor unions for all laborers employed by the *contractor in the job classification* listed in ARTICLE

XI.

(b) Effective June 1, 1999, the contractor shall pay monthly the sum of $3.25 per hour for all hours worked, for work performed in Kenosha and Racine counties to the Kenosha Building and Construction Trades Welfare fund for all laborers employed by the contractor in job classifications listed in ARTICLE XI.

(c) Effective June 1, 1999, the contractor shall pay monthly the sum of $2.55 per hour for all hours worked, for work performed in all counties of Wisconsin, except the counties of Racine, Kenosha, Milwaukee, Ozaukee, Washington and Waukesha to the Wisconsin Laborers' Health Fund, 2801 Coho Street, Suite 300, Madison, WI 53713.

2. Payments made to the fund are to be made at the end of each month, but not later than the 15th day of the following month, after which the payments will be considered to be delinquent. In the event an employer becomes delinquent in his payments to the Fund, it will be accessed as liquidated damages per trust document.

3. If the employees are removed from the job by the union to enforce such delinquent payments which included liquidated damages, the employees shall be paid by the delinquent employer for all lost time at the straight-time hourly rate. Thirty (30) days prior to exercise of this section the employer shall be notified in writing of the delinquency of the contractor number.

4. All hourly allocations under this article are subject to ARTICLE XI, Section 4.

5. National Health. The parties agree that in the event the United States Government establishes a National Health Insurance program to which the Employer is required to contribute and which duplicates coverage of the present health program established by this Agreement, the parties will meet to discuss the provisions of the Federal law and the effect of the law upon the benefits and contributions in effect at that time. In no event shall the level of benefits in existence on the effec-

tive date of the law be reduced. In no event shall the Employer's contribution to the existing health fund and any National Health Plan be greater than the existing health and welfare contributions.

## ARTICLE XIV
### Pensions

1(a) Effective June 1, 1999, the contractor shall contribute monthly to the Building Trades United Pension Fund, Milwaukee and vicinity $2.50 per hour for all hours worked, for work performed in Milwaukee, Ozaukee, Washington, and Waukesha counties for each laborer employed by the contractor in the job classifications listed in ARTICLE XI.

(b) Effective June 1, 1999, the contractor shall contribute monthly to the Laborers' Local No. 237 Retirement Plan, $3.00 per hour for all hours worked, for work performed in Kenosha and Racine counties for each laborer employed by the contractor in the job classification listed in ARTICLE XI.

(c) Effective June 1, 1999, the contractor shall contribute monthly to the Wisconsin Laborers' Pension Fund, 2801 Coho Street, Suite 300, Madison, WI 53713 $3.00 per hours worked, for work performed in all counties of Wisconsin except the counties of Milwaukee, Ozaukee, Waukesha, Washington, Racine and Kenosha.

2. Payments made to the fund are to be made at the end of each month, but not later than the 15th of the following month, after which the payments will be considered to be delinquent. In the event that an employer becomes delinquent in his payments to the fund, he shall be assessed as liquidated damages per trust document.

3. 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. Thirty (30) days prior to exercise of this section the employer shall be notified in writing of the delinquency of the contractor member.

4. All hourly allocations under this article are subject to ARTICLE XI, Section 4.

## ARTICLE XV
## Skill Improvement Fund

1. On all contracts let by the Wisconsin Department of Transportation the contractor shall contribute to the Wisconsin Laborers' Skill Improvement Fund, 2801 Coho Street, Suite 202, Madison, WI 53713 $.10 per hour for all hours worked anywhere in the State of Wisconsin for each laborer employed by the contractor in the job classification listed in ARTICLE XI of this agreement.
2. Payments made to the Fund are to be made at the end of each month, but not later than the 15th day of the following month, after which the payments will be considered delinquent. In the event that an employer becomes delinquent in his payments to the Fund, he shall be assessed as liquidated damages per trust document.
3. 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. Thirty (30) days prior to exercise of this section the employer shall be notified in writing of the delinquency of the contractor member.
4. Hourly allocations under this article are subject to ARTICLE XI, Section 4.

## ARTICLE XVI
## L.E.C.E.T.

1. Effective June 1, 1999 the Contractors shall pay seven cents ($.07) per hour for all hours worked under the terms of this Agreement to the Wisconsin Laborers —

Employers Cooperation and Education Trust Fund ("LECET"). The LECET Fund established by the parties in accordance with Section 6(b) of the Labor Management Cooperation Act of 1978. The purpose of the LECET is to improve job security and cooperation between the Union and Contractor and promote work within the industry.

2. The Contractor shall be bound by the Declaration of Trust of the Fund and all amendments. The parties shall establish a Trust Fund. There shall be equal representation of Labor and Management Trustees on the Trust Fund, which shall have an executive committee of one (1) Union Trustee, one (1) Contractor Trustee, along with an Administrator to conduct the Trust Funds day to day affairs.
3. Contractors making payments to the Trust.Fund shall make checks payable to the LECET, to be transmitted to L.E.C.E.T., 2801 Coho Street, Suite 202, Madison, WI 53713. The parties agree that the payments will be deposited into an interest bearing account with the proper depository until the Fund becomes operational, however, during the interim period the trustees may place a temporary administrator in the employment of the Plan to assist in formulating and establishing the programs of the Fund.
4. Hourly allocations under this ARTICLE are subject to ARTICLE XI, Section 4.
5. All provisions of ARTICLE XVIII are applicable to this ARTICLE.

## ARTICLE XVII
## Enforcement of Payments to Fringe Benefit Funds

1. A "Fringe Benefit Fund" as that term is used in this Article is any trust to which the contractor is obligated to make contributions under this agreement as specified in ARTICLES XII-XIII-XIV-XV-XVI.
2. The contractor obligation under this agreement is to

make payments and contributions to Fringe Benefit Funds for all employees covered by this agreement.

3. All payments to the Fringe Benefit Funds for employees covered by this agreement, and while the same is in effect, are deemed to be paid pursuant to this agreement.
4. The contractor shall promptly furnish upon ten (10) days notice to the Trustees of any fringe benefit fund, or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to the former and present employees covered by this agreement, including any relevant information that may be required in connection with the administration of the fringe benefit fund. The Trustees of their authorized agents may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of the fringe benefit fund.
5. The Trustees of any fringe benefit fund may for the purpose of collecting any payments required to be made to such fund, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event that it becomes necessary to commence any such legal, equitable or administrative action against any Contractor, such Contractor shall be obligated to pay to the respective Fringe Benefit Fund or Fund's attorney's fees, as well as any court reporter fees and the actual cost of effecting service of papers.

## *ARTICLE XVIII*
## Transportation Education Fund

1. All persons, firms, or corporations who are employer signatory parties or who may become signatory to this

agreement, shall pay to the Transportation Education Fund (hereinafter referred to as the T.E.F.) for the purpose of explaining and promoting the need for improved modern transportation. For each bargaining unit employee working under the terms of this agreement, the specified amount as in ARTICLE XI shall be paid for all hours worked.

Payments to T.E.F. shall not be considered employee wages or fringe benefits.

Payments to T.E.F. shall be due at the end of each month and shall be submitted not later than the 15th of the following month to: Transportation Education Fund, P.O. Box 1289, Madison, WI 53701.

2. In the event an Employer becomes delinquent in his payment to the T.E.F., he shall be assessed, and such Employer hereby expressly agrees to pay, and as for liquidated damages, the sum of two dollars ($2.00) per employee for each thirty (30) day period or fraction thereof, that such Employer is delinquent in making payments to T.E.F.
3. The T.E.F. may for the purpose of collecting payments required to be made to the T.E.F., including damages and costs and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief, and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this agreement.
4. Each Employer who is required to make payments to the T.E.F. pursuant to paragraphs number 1. of this Article shall promptly furnish to the T.E.F., or their authorized agents, on demand, all necessary employment, personnel, and payroll records relating to its former and present employees covered by this agreement, including any relevant information that may be required in connection with the administration of the T.E.F., and for no other purpose. The T.E.F. or their authorized agents, may examine such employment, personnel or payroll records whenev-

er such examination is deemed necessary by the T.E.F. or their authorized agents, in connection with the proper administration of the T.E.F. and the activities engaged in by the T.E.F.

## ARTICLE XIX
## Equipment, Accidents, Reports

1. **Equipment.** The contractor shall not require employees to operate any equipment or vehicle that the contractor knows is not in safe operating condition. It shall not be a violation of this agreement for employees to refuse to operate such equipment. Where equipment is in need of repair or otherwise defective, the employee shall immediately report the conditions to his immediate supervisor.
2. **Hard Hats.** Where hard hats are issued the employee shall be responsible for the hat and will be charged for replacement, unless replacement results from damage in the course of his employment.
3. **Accidents.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the contractor, the employee before starting their next shift, shall make out an accident report in writing on forms furnished by the contractor and shall turn in all available and pertinent information.
4. **Paid for Time.** Where an employee leaves work to go to a physician for treatment because of an on-the-job injury, the time lost from work up to the end of the normal work day of the date of injury shall be paid by the contractor.
5. Contractor shall provide fresh drinking water on the job within reasonable walking distance from the workers.

## ARTICLE XX
## Leave of Absence

1. Any employee desiring a leave of absence from his employment shall secure written permission from both

the union and the contractor. The maximum leave of absence shall be ninety (90) days and may be extended. Permission for extension must be secured from both the union and the employer. During the period of absence the employee shall not engage in gainful employment in the same industry in classification covered by this agreement unless mutually agreed upon. Failure to comply with this provision shall result in the complete loss of employment rights for the employees involved.

2. The contractor agrees to grant the necessary and reasonable time off with out discrimination or loss of employment rights without pay to any employee designated by the union to attend a labor convention or serve in any capacity or other official union business, provided 48 hours written notice is given to the contractor by the union specifying length of time off. The union agrees that in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the contractor's operations due to lack of available employees.

## ARTICLE XXI
## Security Payments

In order to insure employees covered by this agreement against the hazards of unemployment, resulting through no fault of their own, employers who are not automatically within the provisions of State Unemployment Acts, or required to make payments thereunder agree to make voluntary application to the proper state authorities so as to come within the statutory provisions of the Wisconsin Unemployment Compensation Acts relating to employer who are not under said acts and the regulations promulgated thereunder, regardless of number employed. The contractor will furnish the union their employment insurance serial number.

## ARTICLE XXII
### Waiver

The waiver of any breach, term, or condition of the Agreement, by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

## ARTICLE XXIII
### *Separability Clause*

The provisions of this Agreement are deemed to be separable to the extent that if and when a court or governmental agency of competent jurisdiction adjudges any provisions of this Agreement to be in conflict with any law, rule, or regulation issued thereunder, such decisions shall not affect the validity of the remaining portion of this agreement, but such remaining provisions shall continue in full force and effect. Any separable portion excluded pursuant to court or administrative ruling, shall be negotiable between the parties.

## ARTICLE XXIV
### *Nondiscrimination*

It is mutually agreed that all laborers shall be hired, promoted and terminated solely on the basis of qualification and merit; and further, that there will be no discrimination against or preference for laborers or applicants on the basis of race, color, creed, national origin, sex or age.

## ARTICLE XXV
### Permission to use Form

The Union may use the foregoing form of agreement in entering into agreements with contractors who are not bound by this agreement, provided the employer and its contractors will not be obligated in any way to anyone thereby.

## ARTICLE XXVI
### Substance Abuse Testing and Assistance Policy

This substance abuse testing and assistance policy ("Policy") has been adopted and implemented pursuant to the negotiations between the Wisconsin Transportation Employers Council ("WTEC") and the Wisconsin Laborers' District Council ("Union") as part of the June 1, 1999 Wisconsin Heavy and Highway Construction Agreement ("Agreement"). The term "Contractor" or "Company" or "Employer" when used herein refers to the construction industry contractors who are signatory to this Agreement. The term "Employee" when used herein refers to the construction industry employees who are members of the Union, while covered by this Agreement. The term "worksite" or "premises" includes all property, equipment and vehicles under the control of the Company. Should any dispute arise with respect to the application or implementation of this Policy, such disputes shall be filed in accordance with the grievance and arbitration provisions contained within the Agreement.

**I. PURPOSES**

A. To establish and maintain a safe, healthy working environment for all employees;

B. To ensure the reputation of the Contractors, their products and services, and their Employees within the community and industry at large;

C. To reduce substance abuse-related accidental injuries to persons and property;

D. To reduce substance abuse-related absenteeism and tardiness, and to improve productivity;

E. To provide rehabilitation assistance for qualified and eligible Employees who seek help;

F. To protect liability because of injuries or accidents caused by individuals using alcohol or drugs at work;

G. To deter individuals from bringing, possessing or using alcohol or drugs in connection with work;

H. To clearly state the commitment of the Contractors and

the Union to a workplace free from the effects of illegal drug use; and

I. To comply with any law or regulation requiring the implementation of alcohol or drug programs.

## II. POLICY

A. *General Provisions*

1. The Contractor prohibits the use, possession, concealment, transportation, promotion, distribution or sale on its premises or worksites of alcohol and illicit drugs. Employees must not report to work, or be on work premises at any time, while impaired by alcohol or any drug (including prescription and non-prescription drugs, as well as designer and look-alike drugs).
2. Legally prescribed drugs may be permitted on Company premises or worksites provided the drugs are contained in the original prescription container and are prescribed by a licensed physician for the current use of the person in possession of the drug.
3. Because some prescription and over-the-counter drugs can impair a worker's ability to perform safely, all Employees are required to report to an authorized agent of the Company, the use of any prescription and over-the-counter drugs which can adversely affect work performance, or behavior, or both. Employees should request such information from their prescribing physician. Failure to provide such information to the authorized agent of the Company may be grounds for disciplinary action. The disclosure of the use of any physician prescribed, or over-the-counter, drugs which can adversely affect work behavior, job performance, or both, shall be kept confidential. In the event an Employee is found in possession of a drug which has not been reported to the authorized agent of the Company, the Contractor retains the right to request a letter from the Employee's physician explaining any effects the drug

may have on the ability of the Employee to perform assigned duties. Such letter shall be provided only to an authorized agent of the Company and shall be kept confidential in accordance with the terms of this Policy.

4. The Contractor reserves the right to conduct any alcohol or drug testing mandated by law, and to incorporate any changes to the law into the terms of this Policy without further need for redrafting. In such case, the Company reserves the right to apply the amended government regulations immediately, and shall notify the Employees and the Union of any changes to this Policy, as required by law.
5. At the discretion of the Contractor any persons found in possession, offering for sale, purchasing or distributing any illegal drug will be reported to the civil authorities.
6. Employees working on a federally funded project are required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to their superior within five days of such conviction.
7. Where an owner or contracting agent requires alcohol or drug testing of Contractor Employees other than is provided for in this policy, the Contractor may implement the required program for the project. In the event that a Contractor becomes obligated to comply with such a program, the Contractor shall notify the Employees and the Union of this requirement.
8. Prior to being tested, an applicant or Employee must sign a consent and release form authorizing and agreeing to the test. The consent and release forms are attached to this Policy as Exhibit A and Exhibit B.
9. The parties recognize that drug testing may reveal information of a highly personal private nature unrelated to the employment of the Employee or any other legitimate concern of outside parties.

Therefore, to protect the Employee's rights, any test results shall be disclosed only to the Employee, the authorized agent of the Contractor, or upon written authorization from the Employee, the authorized agent of the Union. Confirmed test results shall be reported as either "negative" or "positive" quantitative levels will not be disclosed unless otherwise required by law.

B. Pre-Hire Screening

1. A Pre-employment drug test may be administered to all applicants for employment. Prior to taking a pre-employment drug test, the applicant will given instructions which will include an explanation of the collection procedures for each test and the consequences of a verified positive test result. Applicants for employment who test positive for drug use, will not be considered for employment for a period of 3 months.
2. All offers by the Company to hire an Employee are conditioned upon the applicant:
   a. executing the Company's consent and release to be tested for drugs and alcohol forms;
   b. taking and passing a drug test as directed by the Company;
   c. complying with all DOT Requirements applicable to the position;
   d. complying with any other conditions or requirements of which the Company advises the applicant at the time of the offer.
3. Applicants will only be notified of the results of their tests if they present a written request to the Company for their results within 60 days of being notified by the Company of its hiring decision.

C. Post-Hire Screening

1. Reasonable suspicion testing may be conducted on any Employee who reports to work and whose supervisor has reasonable suspicion to believe that

the Employee is under the influence of alcohol or any drug. Reasonable suspicion is a belief based on direct observations of the appearance or behavior of an Employee, or other evidence, sufficient to lead a prudent or reasonable person that an Employee is under the influence and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc. Such observations must be personally observed and documented by at least one Company official who has received training covering the physical, behavioral, speech, and performance indicators of probable drug or alcohol use. Whenever practical, the Employee should be observed by more than one individual.

2. Post-accident testing may be conducted where an Employee caused, or whose actions can not be discounted as having been a factor in causing, a work related accident; or where an Employee was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident which resulted in: a fatality, an injury required medical treatment, or property damage. The Employee may be suspended without pay pending results of such testing.
3. Where required by law, or agreed to by the Union, the Contractor shall have the right to establish a Company program for conducting random testing of their Employees for drugs and alcohol based on neutral selection criteria, without this decision affecting any other Contractor. The terms and conditions of any such program shall be agreed upon by the Union and the Contractor prior to implementation, and will be provided to the existing Employees at least 30 days before the initial implementation of the program. New hires will be informed of the program upon application.
4. Drug tests conducted under the terms of this Agreement require Employees to provide a speci-

men of their urine. All drug testing shall be conducted by qualified persons, in the same manner as the testing procedures set forth in 49 CFR, Part 40, including the use of a Medical Review Officer ("MRO") to verify all confirmed positive drug tests. In addition to alcohol, the substances that will be tested for are:

Marijuana
Cocaine
Opiates
Phencyclidine (PCP)
Amphetamines

Limits for each of the above listed substances will be at the "Cutoff Levels" estimated by the Department of Health and Human Services ("DHHS"), that are in effect on the date of the test.

5. Specimens will also be analyzed for such other substances as the DOT may from time-to-time direct, or as may otherwise be required by federal or state law. In the event that the DOT expands the list of drugs for which testing is or may be required, the Company reserves the right to begin testing immediately for those drugs, and shall notify the Employees and the Union of any changes to this Policy.
6. All drug tests will be administered using the split sample methodology set forth in 49 CFR, Part 40. In the event the primary specimen is verified as positive, the Employee will be notified by the Company's MRO of the positive test and informed of, and given the opinion to have the second bottle sent to a different laboratory certified by the National Institute on Drug Abuse ("NIDA") for analysis. To exercise this option, Employees must advise the Company's MRO of their desire to have the second sample tested, within 72 hours of being told that the primary specimen was positive.
7. Testing for alcohol content will be done by a Screening Test Technician ("STT") or Breath

Alcohol Technician ("BAT") using a saliva swab or evidential Breath Testing ("EBT") device. A positive test result for alcohol will be reflected by a blood-alcohol concentration ("BAC") equal to or greater than 0.02.

8. In the event a test result is negative, the Employee shall be immediately reinstated and paid any wages and benefits that would have been paid had the Employee's work hours not been interrupted by the test. This is considered full reinstatement.
9. In the event of a confirmed positive BAC test of between 0.02 and 0.039, the tested Employee will be suspended without pay until the next regularly scheduled work shift, but for no less than 24 hours.
10. In the event of a verified, confirmed positive test for drugs or a confirmed positive BAC test of 0.04 or greater, the tested Employee will be suspended without pay and referred to a substance abuse professional ("SAP"). Strict adherence to the treatment program requirements specified by the SAP will, for a first violation, be considered grounds to avoid severe discipline or termination, provided the Employee was not found to be responsible for, or a contributing factor in, an accident involving an injury, or damage to property; nor was involved in the theft of, or damage to, property of the Contractor or the Contractor's customer.
11. If an Employee who tested positive for substance abuse enters and completes any required or recommended aftercare program, they will be eligible for reinstatement provided the employer has work available, and the Employee has entered and successfully participates in any aftercare program recommended under the terms of this Policy.
12. All individual employee test results will be considered confidential, with the results of all individual drug and alcohol tests kept in a secure location with controlled access. The release of an employee's

*test results will only be granted in accordance with* that person's written authorization; or as otherwise required by law.

## III. COUNSELING AND REHABILITATION

A. The WTEC and the Union shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers, and medical assistance centers.

B. If the Employee is qualified and eligible, a portion of the expenses the Employer incurs in consultations and treatment required under this Policy, shall be borne by the applicable fringe benefit fund referred to in the Agreement pursuant to and to the extent provided in *schedules, terms and requirements as the trustees of* said fund shall prepare and have available. Schedules of benefits of reimbursements shall be made available to Employees participating in such programs, by the Union.

C. If an Employee, participating in the prescribed treatment program, does not comply with the recommendations, advice or schedules established by the counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union.

D. All Employees who feel that they have developed an addiction or dependence to alcohol or drugs is enforced to seek assistance. Requests for assistance will be handled in strict confidence by referral of the Employee to a SAP.

## IV. MISCELLANEOUS PROVISIONS

A. An appropriate notice to Employees concerning the existence of this Policy and the treatment and counseling available, as well as the penalties described above, shall be communicated to Employees covered by this agreement by the WTEC and the Union.

B. Neither the WTEC nor the Union shall be liable for any

Employee's activities, or conduct engaged in, pursuant to this Policy.

C. A contact list of agencies and individuals that an Employee may contact with questions regarding this Policy is attached as Exhibit C.

D. The Contractor will bear the costs of all testing procedures except that the Employee will pay the cost of any test requested by the Employee and any follow-up testing required as part of: any rehabilitation program, law, or by any owner or contracting agent's substance abuse program.

## V. CONCLUSION

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

# EXHIBIT A

## SUBSTANCE ABUSE TESTING AND ASSISTANCE POLICY GENERAL CONSENT TO DRUG AND ALCOHOL TESTING

I hereby voluntarily consent to a saliva test or a breath test to determine my blood alcohol concentration ("BAC"), and further consent to give a sample of my urine for the purpose of urinalysis, pursuant to the provisions of the substance abuse testing and assistance policy ("Policy") which is a part of this agreement.

I acknowledge that I have been given notice of this Policy and that I understand its provisions, including by option to have the "split sample" of my urine tested at a NIDA certified laboratory of my choice, in accordance with the provisions of 49 CFR, Part 40.

_____ _____

Employee Signature Date

_____ _____

Witness Signature Date

# EXHIBIT B

## SUBSTANCE ABUSE TESTING AND ASSISTANCE POLICY PRE-TEST CONSENT TO URINALYSIS

**(To be retained by the Employee for MRO reference purposes)**

I hereby acknowledge that I have voluntarily consented to give sample of my urine for the purpose of urinalysis pursuant to the provisions of the substance abuse testing and assistance policy ("Policy") which is a part of this agreement.

I further acknowledge that I have been given notice of this Policy and that I understand its provisions, including my option to have the "split sample" of my urine tested at a NIDA certified laboratory of my choice, in accordance with the provisions of 49 CFR, Part 40.

(Complete if applicable) The following are prescription and over-the-counter drugs I have lawfully taken, and industrial chemicals that I have been exposed to, in the last 21 days:

1. _____

2. _____

3. _____

4. _____

_____ _____

Employee Signature Date of Test

## EXHIBIT C

### SUBSTANCE ABUSE TESTING AND *ASSISTANCE POLICY CONTACT LIST*

| For Questions Regarding | Contact Name and Phone Number |
|---|---|
| Drug and Alcohol Testing Requirements | ,USDOT, OFFICE OF CARRIERS<br>Dan Drexler — (608) 829-7530<br>WisDOT, OFFICE OF GENERAL COUNSEL<br>Joe Maassen — (608) 266-7364<br>WisDOT, DIVISION OF STATE PATROL<br>Lt. Lyle Walheim — (608) 266-0305 |
| Drug and Alcohol Counseling and Rehabilitation Services | DHSS, DIVISION OF COMMUNITY SERVICES<br>Bureau of Community Services — (608) 266-2717 |

### ARTICLE XXVII
### Duration of the Agreement

This agreement shall be binding upon the parties, their successors and assigns, and shall continue in full force and effect until May 31, 2004, and from year to year thereafter, unless terminated by written notice given by either party to the other, not less than ninety (90) 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 constitut*ing 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.

Agreed by the WISCONSIN
TRANSPORTATION EMPLOYERS COUNCIL.

By: _____
William E. Kennedy, Chairman

Agreed by the
WISCONSIN LABORERS' DISTRICT COUNCIL.

By: Michael R. Ryan
Michael R. Ryan, President
and Business Manager

Dated this 14TH day of MAY, 19 99

**FOR THE CONTRACTOR:**

_____
NAME OF FIRM

_____
Address

By: _____
Name of Representative — Title

Dated this _____ day of _____, 19 ____
**WISCONSIN LABORERS' DISTRICT COUNCIL**

_____
Name of Representative

_____
Title Local Union No.

_____
Title City

## WISCONSIN LABORERS' LOCALS ADDRESS TELEPHONE NUMBER and BUSINESS MANAGER

WISCONSIN LABORERS' DISTRICT COUNCIL
2801 Coho Street, Suite 202
Madison, Wisconsin 53713
*Michael R. Ryan, President/Business Manager*

LABORERS' LOCAL #113
6310 W. Appleton Avenue
Milwaukee, WI 53210
Charles Fecteau, Business Manager
414/873-4520

LABORERS' LOCAL #140
1920 Ward Avenue
La Crosse, WI 54601
Kevin Lee, Business Manager
608/788-1095

LABORERS' LOCAL #237
P.O. Box 1317
6758 Fourteenth Avenue
Kenosha, WI 53141
Steven Reimer, Business Manager
414/657-7743

LABORERS' LOCAL #317
2233 Birch Street
Eau Claire, WI 54703
Tom Grunseth, Business Manager
715/835-5001

LABORERS' LOCAL #392
1726 South West Avenue
Waukesha, WI 53186
Aaron Couillard, Business Manager
414/542-3800

LABORERS' LOCAL #464
2025 Atwood Avenue
Madison, WI 53704
Robert Niebuhr, Business Manager
608/244-6400

LABORERS' LOCAL #539
1570 Elizabeth Street
Green Bay, WI 54302
Conrad Umentum, Business Manager
920/437-2655

LABORERS' LOCAL #931
2828 N. Ballard Road, Rt. #7
Appleton, WI 54915
Richard Geneske, Business Manager
920/739-2661

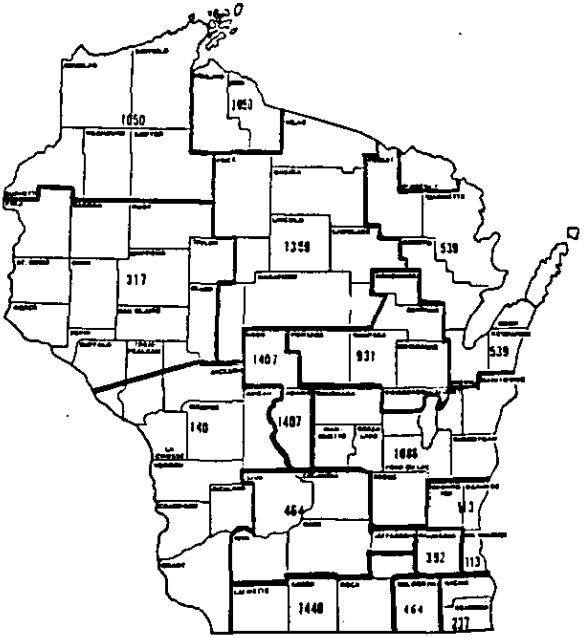
LABORERS' LOCAL #1050
1213 Tower Avenue
Superior, WI 54880
Ronald Christensen, Business Manager
715/392-8782

LABORERS' LOCAL #1086
50 East Bank Street
Fond du Lac, WI 54935
Thomas Klein, Business Manager
920/921-6486

LABORERS' LOCAL #1359
P.O. Box 1751
318 S. 3rd Avenue
Wausau, WI 54401
Joseph Henrichs, Business Manager
715/842-5235

LABORERS' LOCAL #1407
220 Johnson Street
Wisconsin Rapids, WI 54494
Loren Bloyd, Business Manager
715/424-2911

LABORERS' LOCAL #1440
P.O. Box 861-902, Sharon Road
Janesville, WI 53547
George Lengjak, Business Manager
608/754-6685




| Local # | AREA | Local # | AREA |
|---|---|---|---|
| 113 | Milwaukee | 931 | Appleton |
| 140 | La Crosse | 1050 | Superior |
| 237 | Kenosha | 1086 | Fond du Lac |
| 317 | Eau Claire | 1359 | Wausau |
| 392 | Waukesha | 1407 | Wisconsin Rapids |
| 464 | Madison | 1440 | Janesville |
| 539 | Green Bay | | |