

## **Dwelling Contractor Qualifier Continuing Ed**

**The following test is for continuing Education for Dwelling Contractor Qualifiers; all answers are found in the text or in the Wisconsin Uniform Dwelling Code Book in comm. 21. Please call Brett at (920) 740-4348 with any questions or concerns with this or any other issue you may have.**

**The end of the test has an answer sheet, print this off and circle the correct answer, mail the answer sheet and form at the bottom of the page along with the correct fees. There is no reason to mail the whole test.**

**Code questions have a correct answer that can be found in the codebook, when your test is completed read the information at the bottom of the page and send the proper items in to obtain your credit.**

# **Dwelling Contractor Qualifier Cont. Ed. Test 27**

## **Worker Safety Series** **Construction**

OSHA Pocket Guide  
OSHA 3252-05N 2005

### **Construction**

Nearly 6.5 million people work at approximately 252,000 construction sites across the nation on any given day. The fatal injury rate for the construction industry is higher than the national average in this category for all industries.

Potential hazards for workers in construction include:

- Falls (from heights);
- Trench collapse;
- Scaffold collapse;
- Electric shock and arc flash/arc blast;
- Failure to use proper personal protective equipment; and
- Repetitive motion injuries.

### **Hazards & Solutions**

For construction, the 10 OSHA standards most frequently included in the agency's citations in FY 2004 were:

1. Scaffolding
2. Fall protection (scope, application, definitions)
3. Excavations (general requirements)
4. Ladders
5. Head protection
6. Excavations (requirements for protective systems)
7. Hazard communication
8. Fall protection (training requirements)
9. Construction (general safety and health provisions)
10. Electrical (wiring methods, design and protection)

### **Scaffolding**

Hazard: When scaffolds are not erected or used properly, fall hazards can occur. About 2.3 million construction workers frequently work on scaffolds. Protecting these workers from scaffold-related accidents would prevent an estimated 4,500 injuries and 50 fatalities each year.

#### **Solutions:**

- Scaffold must be sound, rigid and sufficient to carry its own weight plus four times the maximum intended load without settling or displacement. It must be erected on solid footing.
- Unstable objects, such as barrels, boxes, loose bricks or concrete blocks must not be used to support scaffolds or planks.

- Scaffold must not be erected, moved, dismantled or altered except under the supervision of a competent person.
- Scaffold must be equipped with guardrails, midrails and toeboards.
- Scaffold accessories such as braces, brackets, trusses, screw legs or ladders that are damaged or weakened from any cause must be immediately repaired or replaced.
- Scaffold platforms must be tightly planked with scaffold plank grade material or equivalent.
- A “competent person” must inspect the scaffolding and, at designated intervals, reinspect it.
- Rigging on suspension scaffolds must be inspected by a competent person before each shift and after any occurrence that could affect structural integrity to ensure that all connections are tight and that no damage to the rigging has occurred since its last use.
- Synthetic and natural rope used in suspension scaffolding must be protected from heat-producing sources.
- Employees must be instructed about the hazards of using diagonal braces as fall protection.
- Scaffold can be accessed by using ladders and stairwells.
- Scaffolds must be at least 10 feet from electric power lines at all times.

### **Fall Protection**

**Hazard:** Each year, falls consistently account for the greatest number of fatalities in the construction industry. A number of factors are often involved in falls, including unstable working surfaces, misuse or failure to use fall protection equipment and human error. Studies have shown that using guardrails, fall arrest systems, safety nets, covers and restraint systems can prevent many deaths and injuries from falls.

#### **Solutions:**

- Consider using aerial lifts or elevated platforms to provide safer elevated working surfaces;
- Erect guardrail systems with toeboards and warning lines or install control line systems to protect workers near the edges of floors and roofs;
- Cover floor holes; and/or
- Use safety net systems or personal fall arrest systems (body harnesses).

### **Ladders**

**Hazard:** Ladders and stairways are another source of injuries and fatalities among construction workers. OSHA estimates that there are 24,882 injuries and as many as 36 fatalities per year due to falls on stairways and ladders used in construction. Nearly half of these injuries were serious enough to require time off the job.

#### **Solutions:**

- Use the correct ladder for the task.
- Have a competent person visually inspect a ladder before use for any defects such as:
  - Structural damage, split/bent side rails, broken or missing rungs/steps/cleats and missing or damaged safety devices;
  - Grease, dirt or other contaminants that could cause slips or falls;
  - Paint or stickers (except warning labels) that could hide possible defects.

- Make sure that ladders are long enough to safely reach the work area.
- Mark or tag (“Do Not Use”) damaged or defective ladders for repair or replacement, or destroy them immediately.
- Never load ladders beyond the maximum intended load or beyond the manufacturer's rated capacity.
- Be sure the load rating can support the weight of the user, including materials and tools.
- Avoid using ladders with metallic components near electrical work and overhead power lines.

### Stairways

**Hazard:** Slips, trips and falls on stairways are a major source of injuries and fatalities among construction workers.

**Solutions:**

- Stairway treads and walkways must be free of dangerous objects, debris and materials.
- Slippery conditions on stairways and walkways must be corrected immediately.
- Make sure that treads cover the entire step and landing.
- Stairways having four or more risers or rising more than 30 inches must have at least one handrail.

### Trenching

**Hazard:** Trench collapses cause dozens of fatalities and hundreds of injuries each year. Trenching deaths rose in 2003.

**Solutions:**

- Never enter an unprotected trench.
- Always use a protective system for trenches feet deep or greater.
- Employ a registered professional engineer to design a protective system for trenches 20 feet deep or greater.
- Protective Systems:
  - Sloping to protect workers by cutting back the trench wall at an angle inclined away from the excavation not steeper than a height/depth ratio of 1 2 :1, according to the sloping requirements for the type of soil.
  - Shoring to protect workers by installing supports to prevent soil movement for trenches that do not exceed 20 feet in depth.
  - Shielding to protect workers by using trench boxes or other types of supports to prevent soil cave-ins.
- Always provide a way to exit a trench--such as a ladder, stairway or ramp--no more than 25 feet of lateral travel for employees in the trench.
- Keep spoils at least two feet back from the edge of a trench.
- Make sure that trenches are inspected by a competent person prior to entry and after any hazard-increasing event such as a rainstorm, vibrations or excessive surcharge loads.

**SLOPING.** Maximum allowable slopes for excavations less than 20 ft. (6.09 m) based on soil type and angle to the horizontal are as follows:

TABLE V:2-1. ALLOWABLE SLOPES

Soil type	Height/Depth ratio	Slope angle
Stable Rock (granite or sandstone)	Vertical	90°
Type A (clay)	3/4 :1	53°
Type B (gravel, silt)	1:1	45°
Type C (sand)	1 1/ 2:1	34°
Type A (short-term) (For a maximum excavation depth of 12 ft.)	1/ 2:1	63°

Source: OSHA Technical Manual, Section V, Chap. 2, Excavations: Hazard Recognition in Trenching and Shoring (Jan. 1999).

### Cranes

**Hazard:** Significant and serious injuries may occur if cranes are not inspected before use and if they are not used properly. Often these injuries occur when a worker is struck by an overhead load or caught within the crane's swing radius. Many crane fatalities occur when the boom of a crane or its load line contact an overhead power line.

**Solutions:**

- Check all crane controls to insure proper operation before use.
- Inspect wire rope, chains and hook for any damage.
- Know the weight of the load that the crane is to lift.
- Ensure that the load does not exceed the crane's rated capacity.
- Raise the load a few inches to verify balance and the effectiveness of the brake system.
- Check all rigging prior to use; do not wrap hoist ropes or chains around the load.
- Fully extend outriggers.
- Do not move a load over workers.
- Barricade accessible areas within the crane's swing radius.
- Watch for overhead electrical distribution and transmission lines and maintain a safe working clearance of at least 10 feet from energized electrical lines.

### Hazard Communication

**Hazard:** Failure to recognize the hazards associated with chemicals can cause chemical burns, respiratory problems, fires and explosions.

## **Solutions:**

- Maintain a Material Safety Data Sheet (MSDS) for each chemical in the facility.
- Make this information accessible to employees at all times in a language or formats that are clearly understood by all affected personnel.
- Train employees on how to read and use the MSDS.
- Follow manufacturer's MSDS instructions for handling hazardous chemicals.
- Train employees about the risks of each hazardous chemical being used.
- Provide spill clean-up kits in areas where chemicals are stored.
- Have a written spill control plan.
- Train employees to clean up spills, protect themselves and properly dispose of used materials.
- Provide proper personal protective equipment and enforce its use.
- Store chemicals safely and securely.

## **Forklifts**

**Hazard:** Approximately 100 employees are fatally injured and approximately 95,000 employees are injured every year while operating powered industrial trucks. Forklift turnover accounts for a significant number of these fatalities.

## **Solutions:**

- Train and certify all operators to ensure that they operate forklifts safely.
- Do not allow any employee under 18 years old to operate a forklift.
- Properly maintain haulage equipment, including tires.
- Do not modify or make attachments that affect the capacity and safe operation of the forklift without written approval from the forklift's manufacturer.
- Examine forklift truck for defects before using.
- Follow safe operating procedures for picking up, moving, putting down and stacking loads.
- Drive safely--never exceed 5 mph and slow down in congested or slippery surface areas.
- Prohibit stunt driving and horseplay.
- Do not handle loads that are heavier than the capacity of the industrial truck.
- Remove unsafe or defective forklift trucks from service.
- Operators shall always wear seatbelts.
- Avoid traveling with elevated loads.
- Assure that rollover protective structure is in place.
- Make certain that the reverse signal alarm is operational and audible above the surrounding noise level.

## **Head Protection**

**Hazard:** Serious head injuries can result from blows to the head.

## **Solution:**

- Be sure that workers wear hard hats where there is a potential for objects falling from above, bumps to their heads from fixed objects, or accidental head contact with electrical hazards.

## **Safety Checklists**

The following checklists may help you take steps to avoid hazards that cause injuries, illnesses and fatalities. As always, be cautious and seek help if you are concerned about a potential hazard.

### **Personal Protective Equipment (PPE)**

#### **Eye and Face Protection**

- Safety glasses or face shields are worn anytime work operations can cause foreign objects getting into the eye such as during welding, cutting, grinding, nailing (or when working with concrete and/or harmful chemicals or when exposed to flying particles).
- Eye and face protectors are selected based on anticipated hazards.
- Safety glasses or face shields are worn when exposed to any electrical hazards including work on energized electrical systems.

#### **Foot Protection**

- Construction workers should wear work shoes or boots with slip-resistant and puncture-resistant soles.
- Safety-toed footwear is worn to prevent crushed toes when working around heavy equipment or falling objects.

#### **Hand Protection**

- Gloves should fit snugly.
- Workers wear the right gloves for the job (for example, heavy-duty rubber gloves for concrete work, welding gloves for welding, insulated gloves and sleeves when exposed to electrical hazards).

#### **Head Protection**

- Workers shall wear hard hats where there is a potential for objects falling from above, bumps to their heads from fixed objects, or of accidental head contact with electrical hazards.
- Hard hats are routinely inspected for dents, cracks or deterioration.
- Hard hats are replaced after a heavy blow or electrical shock.
- Hard hats are maintained in good condition.

#### **Scaffolding**

- Scaffolds should be set on sound footing.
- Damaged parts that affect the strength of the scaffold are taken out of service.
- Scaffolds are not altered.
- All scaffolds should be fully planked.
- Scaffolds are not moved horizontally while workers are on them unless they are designed to be mobile and workers have been trained in the proper procedures.
- Employees are not permitted to work on scaffolds when covered with snow, ice, or other slippery materials.

- Scaffolds are not erected or moved within 10 feet of power lines.
- Employees are not permitted to work on scaffolds in bad weather or high winds unless a competent person has determined that it is safe to do so.
- Ladders, boxes, barrels, buckets or other makeshift platforms are not used to raise work height.
- Extra material is not allowed to build up on scaffold platforms.
- Scaffolds should not be loaded with more weight than they were designed to support.

### **Electrical Safety**

- Work on new and existing energized (hot) electrical circuits is prohibited until all power is shut off and grounds are attached.
- An effective Lockout/Tagout system is in place.
- Frayed, damaged or worn electrical cords or cables are promptly replaced.
- All extension cords have grounding prongs.
- Protect flexible cords and cables from damage. Sharp corners and projections should be avoided.
- Use extension cord sets used with portable electric tools and appliances that are the three-wire type and designed for hard or extra-hard service. (Look for some of the following letters imprinted on the casing: S, ST, SO, STO.)
- All electrical tools and equipment are maintained in safe condition and checked regularly for defects and taken out of service if a defect is found.
- Do not bypass any protective system or device designed to protect employees from contact with electrical energy.
- Overhead electrical power lines are located and identified.
- Ensure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- All electrical tools must be properly grounded unless they are of the double insulated type.
- Multiple plug adapters are prohibited.

### **Floor and Wall Openings**

- Floor openings (12 inches or more) are guarded by a secured cover, a guardrail or equivalent on all sides (except at entrances to stairways).
- Toeboards are installed around the edges of permanent floor openings (where persons may pass below the opening).

### **Elevated Surfaces**

- Signs are posted, when appropriate, showing the elevated surface load capacity. Surfaces elevated more than 48 inches above the floor or ground have standard guardrails
- All elevated surfaces (beneath which people or machinery could be exposed to falling objects) have standard 4-inch toeboards.
- A permanent means of entry and exit with handrails is provided to elevated storage and work surfaces.
- Material is piled, stacked or racked in a way that prevents it from tipping, falling, collapsing, rolling or spreading.



## **Hazard Communication**

- A list of hazardous substances used in the workplace is maintained and readily available at the worksite.
- There is a written hazard communication program addressing Material Safety Data Sheets (MSDS), labeling and employee training.
- Each container of a hazardous substance (vats, bottles, storage tanks) is labeled with product identity and a hazard warning(s) (communicating the specific health hazards and physical hazards).
- Material Safety Data Sheets are readily available at all times for each hazardous substance used.
- There is an effective employee training program for hazardous substances.

## **Crane Safety**

- Cranes and derricks are restricted from operating within 10 feet of any electrical power line.
- The upper rotating structure supporting the boom and materials being handled is provided with an electrical ground while working near energized transmitter towers.
- Rated load capacities, operating speed and instructions are posted and visible to the operator.
- Cranes are equipped with a load chart.
- The operator understands and uses the load chart.
- The operator can determine the angle and length of the crane boom at all times.
- Crane machinery and other rigging equipment is inspected daily prior to use to make sure that it is in good condition.
- Accessible areas within the crane's swing radius are barricaded.
- Tag lines are used to prevent dangerous swing or spin of materials when raised or lowered by a crane or derrick.
- Illustrations of hand signals to crane and derrick operators are posted on the job site.
- The signal person uses correct signals for the crane operator to follow.
- Crane outriggers are extended when required.
- Crane platforms and walkways have antiskid surfaces.
- Broken, worn or damaged wire rope is removed from service.
- Guardrails, hand holds and steps are provided for safe and easy access to and from all areas of the crane.
- Load testing reports/certifications are available.
- Tower crane mast bolts are properly torqued to the manufacturer's specifications.
- Overload limits are tested and correctly set.
- The maximum acceptable load and the last test results are posted on the crane.
- Initial and annual inspections of all hoisting and rigging equipment are performed and reports are maintained.

Only properly trained and qualified operators are allowed to work with hoisting and rigging equipment.

## **Forklifts**

- Forklift truck operators are competent to operate these vehicles safely as demonstrated by their successful completion of training and evaluation.
- No employee under 18 years old is allowed to operate a forklift.
- Forklifts are inspected daily for proper condition of brakes, horns, steering, forks and tires.
- Powered industrial trucks (forklifts) meet the design and construction requirements established in American National Standards Institute (ANSI) for Powered Industrial Trucks, Part II ANSI B56.1-1969.
- Written approval from the truck manufacturer is obtained for any modification or additions which affect capacity and safe operation of the vehicle.
- Capacity, operation and maintenance instruction plates, tags or decals are changed to indicate any modifications or additions to the vehicle.
- Battery charging is conducted in areas specifically designated for that purpose.
- Material handling equipment is provided for handling batteries, including conveyors, overhead hoists or equivalent devices.
- Reinstalled batteries are properly positioned and secured in the truck.
- Smoking is prohibited in battery charging areas.
- Precautions are taken to prevent open flames, sparks or electric arcs in battery charging areas.
- Refresher training is provided and an evaluation is conducted whenever a forklift operator has been observed operating the vehicle in an unsafe manner and when an operator is assigned to drive a different type of truck.
- Load and forks are fully lowered, controls neutralized, power shut off and brakes set when a powered industrial truck is left unattended.
- There is sufficient headroom for the forklift and operator under overhead installations, lights, pipes, sprinkler systems, etc.
- Overhead guards are in place to protect the operator against falling objects.
- Trucks are operated at a safe speed.
- All loads are kept stable, safely arranged and fit within the rated capacity of the truck.
- Unsafe and defective trucks are removed from service.

## **Construction Safety & Health Resources**

Most resource materials can be found on the OSHA website: [www.osha.gov](http://www.osha.gov)

### **Publications**

Publications can be downloaded or ordered at:

<http://www.osha.gov/pls/publications/publication.html>

### **A Guide to Scaffold Use in the Construction Industry**

OSHA Publication 3150 (Revised 2002), 2.1 MB PDF, 73 pages.

*Booklet in question-and-answer format highlights information about scaffold safety.*

<http://www.osha.gov/Publications/osha3150.pdf>

### **Concrete and Masonry Construction**

OSHA Publication 3106 (Revised 1998), 414 KB PDF, 32 pages.

*Details information on OSHA's Concrete and Masonry standard.*

<http://www.osha.gov/Publications/osha3106.pdf>

### **Crystalline Silica Exposure Card for Construction**

OSHA Publication 3177 (Revised 2002), 2 pages.

*Discusses silica hazards, and what employers and employees can do to protect against exposures to silica.*

A Spanish version is also available. OSHA Publication 3179 (Revised 2003), 2 pages.

### **Excavations**

OSHA Publication 2226 (Revised 2002), 533 KB PDF, 44 pages.

*A detailed explanation of all aspects of excavation and trenching.*

<http://www.osha.gov/Publications/osha2226.pdf>

### **Fall Protection in Construction**

OSHA Publication 3146 (Revised 1998), 177 KB PDF, 43 pages.

<http://www.osha.gov/Publications/osha3146.pdf>

### **Ground-Fault Protection on Construction Sites**

OSHA Publication 3007 (Revised 1998), 100 KB PDF, 31 pages.

*Booklet on ground-fault circuit interrupters for safe use of portable tools.*

<http://www.osha.gov/Publications/osha3007.pdf>

### **Lead in Construction**

OSHA Publication 3142 (Revised 2003), 610 KB PDF, 38 pages.

*Describes hazards and safe work practices concerning lead.*

<http://www.osha.gov/Publications/osha3142.pdf>

### **OSHA Assistance for the Residential Construction Industry**

*Many OSHA standards apply to residential construction for the prevention of possible fatalities.*

*This web page provides information about those standards and the hazards present in residential construction. It was developed in cooperation with the National Association of Home Builders (NAHB) as part of the OSHA-NAHB Alliance.*

<http://www.osha.gov/SLTC/residential/index.html>

### **Selected Construction Regulations (SCOR) for the Home Building Industry (29 CFR 1926)**

OSHA Publication (Revised 1997), 1.2 MB PDF, 224 pages.

*Provides information on safe and healthful work practices for residential construction employers; identifies OSHA standards applicable to hazards found at worksites in the residential construction industry.*

<http://www.osha.gov/Publications/scor1926.pdf>

### **Stairways and Ladders**

OSHA Publication 3124 (Revised 2003), 155 KB PDF, 15 pages.

*Explains OSHA requirements for stairways and ladders.*

<http://www.osha.gov/Publications/osha3124.pdf>

### **Working Safely in Trenches**

OSHA Publication 3243 (2005), 2 pages.

*Provides safety tips for workers in trenches. A Spanish version is on the reverse side.*

[http://www.osha.gov/Publications/trench/trench\\_safety\\_tips\\_card.pdf](http://www.osha.gov/Publications/trench/trench_safety_tips_card.pdf)

### **Crane Safety**

Safety and Health Topics: Crane, Derrick and Hoist Safety -- Hazards and Possible Solutions  
December 2003. One page.

*OSHA website index provides references to aid in identifying crane, derrick and hoist hazards in the workplace.*

<http://www.osha.gov/SLTC/cranehoistsafety/recognition.html>

### **Electrical Hazards**

#### **Control of Hazardous Energy (Lockout/Tagout)**

OSHA Publication 3120 (Revised 2002), 174 KB PDF, 45 pages.

*This booklet presents OSHA's general requirements for controlling hazardous energy during service or maintenance of machines or equipment.*

<http://www.osha.gov/Publications/osha3120.pdf>

#### **Controlling Electrical Hazards**

OSHA Publication 3075 (Revised 2002), 349 KB PDF, 71 pages.

*This publication provides an overview of basic electrical safety on the job.*

<http://www.osha.gov/Publications/osha3075.pdf>

#### **Safety and Health Topics: Lockout/Tagout**

*OSHA website index to information about lockout/ tagout, including hazard recognition, compliance, standards and directives, Review Commission and Administrative Law Judge Decisions, standard interpretations and compliance letters, compliance assistance and training.*

<http://www.osha.gov/SLTC/controlhazardousenergy/index.html>

### **Hazard Communication**

#### **Hazard Communication: Foundation of Workplace Chemical Safety Programs**

OSHA website index for resources on hazard communication.

<http://www.osha.gov/SLTC/hazardcommunications/index.html>

#### **Frequently Asked Questions for Hazard Communication**

OSHA, 6 pages.

*Website questions and answers on hazard communication.*

<http://www.osha.gov/html/faq-hazcom.html>

#### **Hazard Communication Standard**

OSHA Fact Sheet No. 93-26 (1993), 3 pages.

*Highlights protections under OSHA's Hazard Communication standard.*

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=FACT\\_SHEETS&p\\_id=15](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=FACT_SHEETS&p_id=15)

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### **Hazard Communication Guidelines for Compliance**

OSHA Publication 3111 (2000), 112 KB PDF, 33 pages.

*This document aids employers in understanding the Hazard Communication standard and in implementing a hazard communication program.*

<http://www.osha.gov/Publications/osh3111.pdf>

### **Chemical Hazard Communication**

OSHA Publication 3084 (1998), 248 KB PDF, 31 pages.

*This booklet answers several basic questions about chemical hazard communication.*

<http://www.osha.gov/Publications/osh3084.pdf>

### **NIOSH Pocket Guide to Chemical Hazards**

*Handy source of general industrial hygiene information on several hundred chemicals/classes for workers, employers and occupational health professionals.*

<http://www.cdc.gov/niosh/npg/npg.html>

## **Material Handling**

### **Materials Handling and Storage**

OSHA Publication 2236 (Revised 2002), 559 KB PDF, 40 pages.

*A comprehensive guide to hazards and safe work practices in handling materials.*

<http://www.osha.gov/Publications/osh2236.pdf>

## **Personal Protective Equipment**

### **Personal Protective Equipment**

OSHA Publication 3155 (2003), 305 KB PDF, 44 pages.

*Discusses equipment most commonly used for protection for the head, including eyes and face and the torso, arms, hands, and feet. The use of equipment to protect against life-threatening hazards is also discussed.*

<http://www.osha.gov/Publications/osh3151.pdf>

### **Safety and Health Topics: Personal Protective Equipment**

*OSHA website index to hazard recognition, control and training related to personal protective equipment.*

<http://www.osha.gov/SLTC/personalprotectiveequipment/index.html>

## **Toxic Metals: Cadmium**

### **Safety and Health Topics: Cadmium**

*OSHA website index to recognition, evaluation, control, compliance and training related to Cadmium.*

<http://www.osha.gov/SLTC/cadmium/index.html>

## **Electronic Construction Resources**

OSHA eTools and Expert Advisors can be found on OSHA's website: <http://www.osha.gov>

## eTools

**Construction: Preventing Fatalities.** Construction can be a safe occupation when workers are aware of the hazards, and an effective safety and health program is used. This eTool will help workers identify and control the hazards that commonly cause the most serious construction injuries. A Spanish translation of this eTool is also available.

**Scaffolding: Supported Scaffolds and Suspended Scaffolds.** These eTools provide illustrated examples of safe scaffolding use. Hazards are identified as well as the controls that keep those hazards from becoming tragedies.

**Solutions for Electrical Contractors.** This eTool describes common hazards that electrical contractors may encounter and possible solutions for these hazards. The Tool was developed in co Independent Electrical Contractors (IEC) as part of the OSHA-IEC Alliance.

**Steel Erection.** America's 56,000 steel erectors suffer 35 fatal accidents per year, a rate of one death per 1,600 workers. OSHA estimates that 30 of those deaths as well as nearly 1,150 annual lost-workday injuries can be averted by compliance with provisions of the Steel Erection standard, developed with industry and labor through negotiated rulemaking. To that end, this eTool has been created to educate employers and workers.

## OSHA's Expert Advisors

**The Asbestos Advisor:** This computer program provides an introduction to the scope and logic of the regulations for general industry, construction and maritime.

**Lead in Construction Advisor:** This computer program provides an introduction to the scope and logic of the regulations regarding occupational exposure to lead and summary guidance to facilitate compliance.

## Construction Industry Cooperative and State Programs

### Voluntary Protection Programs

OSHA recognizes Voluntary Protection Programs (VPP) worksites for their excellent safety and health management systems.

## OSHA Construction

OSHA has announced an OSHA Construction program to address the unique needs of the industry. The goal of this program is to make VPP more accessible to construction employers, especially small construction employers and to maintain the high standards of VPP while expanding participation to broad construction industry categories such as short-term projects, mobile workforces, general contractors and subcontractors. Pilot programs in these categories have shown beneficial results for participants.

## **OSHA Challenge**

OSHA has created the Challenge Pilot to provide greater opportunities to eligible employers interested in working with OSHA to create safer and healthier workplaces. The pilot is designed to reach and guide employers and companies in all major industry groups who are strongly committed to improving their safety and health management systems and interested in pursuing recognition in VPP. OSHA Challenge provides participants a guide or roadmap to improve performance and ultimately the opportunity to take part in the VPP Merit or Star programs.

## **Alliance Program**

Alliances enable organizations committed to workplace safety and health to collaborate with OSHA to prevent injuries and illnesses in the workplace.

OSHA has a number of national and regional or area office alliances that impact the construction industries. The details of these alliances can be found on [www.osha.gov](http://www.osha.gov) under Alliances.

img src="images/3252\_13.jpg" width="226" height="53" alt="Partnership Logo">

## **OSHA Strategic Partnership Program**

Partnerships are voluntary, cooperative relationships between OSHA and groups of employers, employees and employee representatives (sometimes including other stakeholders and sometimes involving only one employer) that encourage, assist and recognize efforts to eliminate serious hazards and achieve a high level of worker safety and health. National construction partnerships include AMEC Construction, Associated Builders and Contractors (ABC) and the National Ready-Mixed Concrete Association. In addition to the national partnerships, OSHA has had nearly 170 regional strategic partnerships with the construction industry since the program's start in 1998.

## **State Programs**

Twenty-six States and territories operate their own occupational safety and health programs under plans approved by Federal OSHA. Twentytwo of these programs cover both private sector and public (State and local government) employees; four cover public employees only. States may have somewhat different requirements and procedures for the construction industry, but they are required to be at least as effective as Federal OSHA. All State Plans offer a VPP program and have additional cooperative programs parallel to OSHA's Alliance and Strategic Partnership programs. A list of States with approved plans may be found at [www.osha.gov](http://www.osha.gov)

## **Consultation**

Every state offers a free, on-site consultation program to help small employers find and fix hazards and establish effective safety and health management systems. Funded primarily by OSHA, consultation is provided at no cost to small employers and is delivered by state authorities through professional safety and health consultants. More information on OSHA's Consultation Program appears on the agency's website at [www.osha.gov](http://www.osha.gov)

## Success Stories

### Partnership Reduced Injuries During Art Museum Renovation

In 2002, OSHA and AMEC Construction developed a partnership to prevent injuries at the \$425 million rebuilding/renovation construction project for New York City's renowned Museum of Modern Art (MoMA).

The partnership covered some 220 employees and 17 employers who worked to more than double MoMA's space and expand facilities for special exhibitions, public programs, educational outreach and scholarly research.

AMEC employees completed more than 800,000 hours in 2003 and racked up two impressive safety and health statistics: the number of Days Away Restricted and Transferred (DART) percentage was 90 percent below the national average for their standard industrial classification (SIC) code and the Total Case Incident Rate (TCIR) was 92 percent below the national average for their SIC.

Best practices used included daily safety inspections conducted at the site and any hazards identified were corrected immediately. Inspection results were discussed at safety committee meetings. Each employee knew that a safety issue would be dealt with promptly when it came to management's attention. Additionally, an on-site incentive encouraged safe workplace practices.

The right combination of best safety management practices, partnering between OSHA and AMEC Construction, and a DART percentage 90 percent below the national average are fitting achievements for a new and better home for the world's leading collection of modern and contemporary art.

### Fatalities Prevented, Injuries Minor, Workers' Comp Costs Slashed Turner Construction and OSHA Teamed Up on Wisconsin Stadium Project

Teamwork at the Green Bay Packers' Lambeau Field is not just for professional football players. A partnership between Turner Construction and OSHA made teamwork in achieving health and safety a top priority for construction workers building and expanding the stadium.

In 2003, the \$295 million renovation of the Lambeau Field stadium was completed, more than doubling the size of the previous stadium. Seating capacity was increased from 60,890 to over 72,000.

Partnering with OSHA paid off. There were fewer serious injuries for workers and a more than 20 percent cut in workers' compensation costs for the contractor.

The partnership had three goals:

- All contractors have an effective safety and health program;
- All hazards corrected daily after daily audits are conducted; and
- Increase the level of training for supervisors and employees.

The work was more hazardous than typical steel erections because stadiums are curved and angular in shape. Also, construction and demolition activities were taking place simultaneously, often within a few feet of each other.



Several potential serious accidents were avoided by requiring all contractors' safety and health programs to establish a requirement of 100 percent fall protection at or above six feet.

One worker on the project slipped off a steel beam located six stories above ground. Thanks to his use of full fall protection, serious injury -- or possible death -- was avoided. He was back at work shortly after his rescue. Less than two months later, a second worker slipped from a beam, but also escaped injury because of his fall protection equipment. Like his coworker, he returned to work the same day. An ironworker and a carpenter also fell and were saved by their harnesses.

A significant achievement included 4,300 workers completing OSHA's 10-hour construction training. An added benefit for the industry is that these employees are bringing their safety training to other sites where they are now working.

Employers are responsible for providing a safe and healthful workplace for their employees. OSHA's role is to assure the safety and health of America's workers by setting and enforcing standards; providing training, outreach and education; establishing partnerships; and encouraging continual improvement in workplace safety and health.

This informational booklet provides a general overview of a particular topic related to OSHA standards. It does not alter or determine compliance responsibilities in OSHA standards or the Occupational Safety and Health Act of 1970. Because interpretations and enforcement policy may change over time, you should consult current OSHA administrative interpretations and decisions by the Occupational Safety and Health Review Commission and the Courts for additional guidance on OSHA compliance requirements.

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### Questions

1. Nearly 6.5 million people work at approximately 252,000 construction sites across the nation on any given day. The fatal injury rate for the construction industry is higher than the national average in this category for all industries. Which of the following are potential hazards for workers:

- a. Falls (from heights)
- b. Trench or scaffold collapse
- c. Electric shock and arc flash/arc blast
- d. All of the above

2. Additional potential hazards for construction workers include which of the following:

- a. Failure to use proper personal protective equipment
- b. Repetitive motion injuries
- c. a AND b
- d. Neither a or b

3. For construction, the 10 OSHA standards most frequently included in the agency's citations in FY 2004 were:

- a. Scaffolding
- b. Fall protection (scope, application, definitions)
- c. Excavations (general requirements)
- d. All of the above

4. For construction, other OSHA standards most frequently included in the agency's citations in FY 2004 were:

- a. Ladders and Head protection
- b. Excavations and Electrical
- c. Hazard communication and Fall protection
- d. All of the above

**For Questions 5-12, match the solutions with the appropriate hazard.**

5. The following solutions belong to which hazard:

- Stairway treads and walkways must be free of dangerous objects, debris and materials.
- Slippery conditions on stairways and walkways must be corrected immediately.
- Make sure that treads cover the entire step and landing.
- Stairways having four or more risers or rising more than 30 inches must have at least one handrail.

- a. Stairway
- b. Fall Protection
- c. Ladder
- d. Scaffold

6. The following solutions belong to which hazard:

- Scaffold must be sound, rigid and sufficient to carry its own weight plus four times the maximum intended load without settling or displacement. It must be erected on solid footing.
- Unstable objects, such as barrels, boxes, loose bricks or concrete blocks must not be used to support scaffolds or planks.
- Scaffold must not be erected, moved, dismantled or altered except under the supervision of a competent person.
- Scaffold must be equipped with guardrails, midrails and toeboards.
- Scaffold accessories such as braces, brackets, trusses, screw legs or ladders that are damaged or weakened from any cause must be immediately repaired or replaced.
- Scaffold platforms must be tightly planked with scaffold plank grade material or equivalent.
- A “competent person” must inspect the scaffolding and, at designated intervals, reinspect it.
- Rigging on suspension scaffolds must be inspected by a competent person before each shift and after any occurrence that could affect structural integrity to ensure that all connections are tight and that no damage to the rigging has occurred since its last use.

- Synthetic and natural rope used in suspension scaffolding must be protected from heat-producing sources.
- Employees must be instructed about the hazards of using diagonal braces as fall protection.
- Scaffold can be accessed by using ladders and stairwells.

- Trenching
- Fall Protection
- Ladder
- Scaffold

7. The following solutions belong to which hazard:

- Consider using aerial lifts or elevated platforms to provide safer elevated working surfaces;
- Erect guardrail systems with toeboards and warning lines or install control line systems to protect workers near the edges of floors and roofs;
- Cover floor holes; and/or
- Use safety net systems or personal fall arrest systems (body harnesses).

- Stairway
- Fall Protection
- Ladder
- Scaffold

8. The following solutions belong to which hazard:

- Use the correct ladder for the task.
- Have a competent person visually inspect a ladder before use for any defects such as:
  - Structural damage, split/bent side rails, broken or missing rungs/steps/cleats and missing or damaged safety devices;
  - Grease, dirt or other contaminants that could cause slips or falls;
  - Paint or stickers (except warning labels) that could hide possible defects.
- Make sure that ladders are long enough to safely reach the work area.
- Mark or tag (“Do Not Use”) damaged or defective ladders for repair or replacement, or destroy them immediately.
- Never load ladders beyond the maximum intended load or beyond the manufacturer's rated capacity.
- Be sure the load rating can support the weight of the user, including materials and tools.
- Avoid using ladders with metallic components near electrical work and overhead power lines.

- Stairway
- Fall Protection
- Ladder
- Scaffold

9. The following solutions belong to which hazard:

- Never enter an unprotected trench.
- Always use a protective system for trenches feet deep or greater.

- Employ a registered professional engineer to design a protective system for trenches 20 feet deep or greater.
- Protective Systems:
  - Sloping to protect workers by cutting back the trench wall at an angle inclined away from the excavation not steeper than a height/depth ratio of 1 1/2 :1, according to the sloping requirements for the type of soil.
  - Shoring to protect workers by installing supports to prevent soil movement for trenches that do not exceed 20 feet in depth.
  - Shielding to protect workers by using trench boxes or other types of supports to prevent soil cave-ins.
- Always provide a way to exit a trench--such as a ladder, stairway or ramp--no more than 25 feet of lateral travel for employees in the trench.
- Keep spoils at least two feet back from the edge of a trench.
- Make sure that trenches are inspected by a competent person prior to entry and after any hazard-increasing event such as a rainstorm, vibrations or excessive surcharge loads.

- a. Stairway
- b. Trenching
- c. Ladder
- d. Scaffold

**10.** The following solutions belong to which hazard:

- Check all crane controls to insure proper operation before use.
- Inspect wire rope, chains and hook for any damage.
- Know the weight of the load that the crane is to lift.
- Ensure that the load does not exceed the crane's rated capacity.
- Raise the load a few inches to verify balance and the effectiveness of the brake system.
- Check all rigging prior to use; do not wrap hoist ropes or chains around the load.
- Fully extend outriggers.
- Do not move a load over workers.
- Barricade accessible areas within the crane's swing radius.

- a. Trenching
- b. Cranes
- c. Hazard Communication
- d. Forklifts

**11.** The following solutions belong to which hazard:

- Maintain a Material Safety Data Sheet (MSDS) for each chemical in the facility.
- Make this information accessible to employees at all times in a language or formats that are clearly understood by all affected personnel.
- Train employees on how to read and use the MSDS.
- Follow manufacturer's MSDS instructions for handling hazardous chemicals.
- Train employees about the risks of each hazardous chemical being used.
- Provide spill clean-up kits in areas where chemicals are stored.
- Have a written spill control plan.
- Train employees to clean up spills, protect themselves and properly dispose of used materials.
- Provide proper personal protective equipment and enforce its use.

- Store chemicals safely and securely.

- a. Trenching
- b. Cranes
- c. Hazard Communication
- d. Forklifts

**12.** The following solutions belong to which hazard:

- Train and certify all operators to ensure that they operate forklifts safely.
- Do not allow any employee under 18 years old to operate a forklift.
- Properly maintain haulage equipment, including tires.
- Do not modify or make attachments that affect the capacity and safe operation of the forklift without written approval from the forklift's manufacturer.
- Examine forklift truck for defects before using.
- Follow safe operating procedures for picking up, moving, putting down and stacking loads.  
Drive safely--never exceed 5 mph and slow down in congested or slippery surface areas.
- Prohibit stunt driving and horseplay.
- Do not handle loads that are heavier than the capacity of the industrial truck.
- Remove unsafe or defective forklift trucks from service.
- Operators shall always wear seatbelts.
- Avoid traveling with elevated loads.
- Assure that rollover protective structure is in place.
- Make certain that the reverse signal alarm is operational and audible above the surrounding noise level.

- a. Trenching
- b. Cranes
- c. Hazard Communication
- d. Forklifts

**Refer to the following chart for Questions 13-17**

**SLOPING.** Maximum allowable slopes for excavations less than 20 ft. (6.09 m) based on soil type and angle to the horizontal are as follows:

TABLE V:2-1. ALLOWABLE SLOPES

Soil type	Height/Depth ratio	Slope angle
Stable Rock (granite or sandstone)	Vertical	90°
Type A (clay)	3/4 :1	53°
Type B (gravel, silt)	1:1	45°
Type C (sand)	1 1/2 :1	34°

Type A (short-term) (For a maximum excavation depth of 12 ft.)	1/ 2:1	63°
---	--------	-----

Source: OSHA Technical Manual, Section V, Chap. 2, Excavations: Hazard Recognition in Trenching and Shoring (Jan. 1999).

**13.** Match the appropriate height/depth ratio and slope angle with the soil type:

11/ 2:1	34°
---------	-----

- a. Type C (sand)
- b. Stable Rock
- c. Type A (short term)
- d. Type B (gravel, silt)

**14.** Match the appropriate height/depth ratio and slope angle with the soil type:

Vertical	90°
----------	-----

- a. Type C (sand)
- b. Stable Rock
- c. Type A (short term)
- d. Type B (gravel, silt)

**15.** Match the appropriate height/depth ratio and slope angle with the soil type:

1/ 2:1	63°
--------	-----

- a. Type C (sand)
- b. Stable Rock
- c. Type A (short term)
- d. Type B (gravel, silt)

**16.** Match the appropriate height/depth ratio and slope angle with the soil type:

3/4 :1	53°
--------	-----

- a. Type C (sand)
- b. Type A (clay)
- c. Type A (short term)
- d. Type B (gravel, silt)

17. Match the appropriate height/depth ratio and slope angle with the soil type:

1:1	45°
-----	-----

- a. Type C (sand)
- b. Type A (clay)
- c. Type A (short term)
- d. Type B (gravel, silt)

**For Questions 18-21, match the correct guidelines with the appropriate personal protection equipment.**

18. The following guidelines belong with which personal protection equipment:

- Construction workers should wear work shoes or boots with slip-resistant and puncture-resistant soles.
- Safety-toed footwear is worn to prevent crushed toes when working around heavy equipment or falling objects.

- a. Eye and face protection
- b. Foot protection
- c. Hand protection
- d. Head protection

19. The following guidelines belong with which personal protection equipment:

- Safety glasses or face shields are worn anytime work operations can cause foreign objects getting into the eye such as during welding, cutting, grinding, nailing (or when working with concrete and/or harmful chemicals or when exposed to flying particles).
- Eye and face protectors are selected based on anticipated hazards.
- Safety glasses or face shields are worn when exposed to any electrical hazards including work on energized electrical systems.

- a. Eye and face protection
- b. Foot protection
- c. Hand protection
- d. Head protection

20. The following guidelines belong with which personal protection equipment:

- Workers shall wear hard hats where there is a potential for objects falling from above, bumps to their heads from fixed objects, or of accidental head contact with electrical hazards.
- Hard hats are routinely inspected for dents, cracks or deterioration.
- Hard hats are replaced after a heavy blow or electrical shock.
- Hard hats are maintained in good condition.

- a. Eye and face protection
- b. Foot protection
- c. Hand protection
- d. Head protection

**21.** The following guidelines belong with which personal protection equipment:

- Gloves should fit snugly.
- Workers wear the right gloves for the job (for example, heavy-duty rubber gloves for concrete work, welding gloves for welding, insulated gloves and sleeves when exposed to electrical hazards).

- a. Eye and face protection
- b. Foot protection
- c. Hand protection
- d. Head protection

**For Questions 22-28, match the appropriate guidelines with the correct safety category.**

**22.** The following guidelines belong with which safety category:

- Scaffolds should be set on sound footing.
- Damaged parts that affect the strength of the scaffold are taken out of service.
- Scaffolds are not altered.
- All scaffolds should be fully planked.
- Scaffolds are not moved horizontally while workers are on them unless they are designed to be mobile and workers have been trained in the proper procedures.
- Employees are not permitted to work on scaffolds when covered with snow, ice, or other slippery materials.
- Scaffolds are not erected or moved within 10 feet of power lines.
- Employees are not permitted to work on scaffolds in bad weather or high winds unless a competent person has determined that it is safe to do so.
- Ladders, boxes, barrels, buckets or other makeshift platforms are not used to raise work height.
- Extra material is not allowed to build up on scaffold platforms. .

- a. Scaffolding
- b. Electrical Safety
- c. Elevated Surfaces
- d. Floor and Wall Openings

**23.** The following guidelines belong with which safety category:

- Signs are posted, when appropriate, showing the elevated surface load capacity.
- Surfaces elevated more than 48 inches above the floor or ground have standard guardrails.
- All elevated surfaces (beneath which people or machinery could be exposed to falling objects) have standard 4-inch toeboards.
- A permanent means of entry and exit with handrails is provided to elevated storage and work surfaces.



- Material is piled, stacked or racked in a way that prevents it from tipping, falling, collapsing, rolling or spreading.

- a. Scaffolding
- b. Electrical Safety
- c. Elevated Surfaces
- d. Floor and Wall Openings

**24.** The following guidelines belong with which safety category:

- Floor openings (12 inches or more) are guarded by a secured cover, a guardrail or equivalent on all sides (except at entrances to stairways).
- Toeboards are installed around the edges of permanent floor openings (where persons may pass below the opening).

- a. Scaffolding
- b. Electrical Safety
- c. Elevated Surfaces
- d. Floor and Wall Openings

**25.** The following guidelines belong with which safety category:

- Work on new and existing energized (hot) electrical circuits is prohibited until all power is shut off and grounds are attached.
- An effective Lockout/Tagout system is in place.
- Frayed, damaged or worn electrical cords or cables are promptly replaced.
- All extension cords have grounding prongs.
- Protect flexible cords and cables from damage. Sharp corners and projections should be avoided.
- Use extension cord sets used with portable electric tools and appliances that are the three-wire type and designed for hard or extra-hard service. (Look for some of the following letters imprinted on the casing: S, ST, SO, STO.)
- All electrical tools and equipment are maintained in safe condition and checked regularly for defects and taken out of service if a defect is found.
- Do not bypass any protective system or device designed to protect employees from contact with electrical energy.
- Overhead electrical power lines are located and identified.
- Ensure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- All electrical tools must be properly grounded unless they are of the double insulated type.

- a. Scaffolding
- b. Electrical Safety
- c. Elevated Surfaces
- d. Floor and Wall Openings

**26.** The following guidelines belong with which safety category:

- A list of hazardous substances used in the workplace is maintained and readily available at the worksite.

- There is a written hazard communication program addressing Material Safety Data Sheets (MSDS), labeling and employee training.
- Each container of a hazardous substance (vats, bottles, storage tanks) is labeled with product identity and a hazard warning(s) (communicating the specific health hazards and physical hazards).
- Material Safety Data Sheets are readily available at all times for each hazardous substance used.
- There is an effective employee training program for hazardous substances.

- a. Scaffolding
- b. Hazard Communication
- c. Elevated Surfaces
- d. Floor and Wall Openings

27. The following guidelines belong with which safety category:

- Cranes and derricks are restricted from operating within 10 feet of any electrical power line.
- The upper rotating structure supporting the boom and materials being handled is provided with an electrical ground while working near energized transmitter towers.
- Rated load capacities, operating speed and instructions are posted and visible to the operator.
- Cranes are equipped with a load chart.
- The operator understands and uses the load chart.
- The operator can determine the angle and length of the crane boom at all times.
- Crane machinery and other rigging equipment is inspected daily prior to use to make sure that it is in good condition.
- Accessible areas within the crane's swing radius are barricaded.
- Tag lines are used to prevent dangerous swing or spin of materials when raised or lowered by a crane or derrick.
- Illustrations of hand signals to crane and derrick operators are posted on the job site.
- The signal person uses correct signals for the crane operator to follow.
- Crane outriggers are extended when required.
- Crane platforms and walkways have antiskid surfaces.
- Broken, worn or damaged wire rope is removed from service.
- Guardrails, hand holds and steps are provided for safe and easy access to and from all areas of the crane.
- Load testing reports/certifications are available.
- Tower crane mast bolts are properly torqued to the manufacturer's specifications.
- Overload limits are tested and correctly set.
- The maximum acceptable load and the last test results are posted on the crane.
- Initial and annual inspections of all hoisting and rigging equipment are performed and reports are maintained.
- Only properly trained and qualified operators are allowed to work with hoisting and rigging equipment.

- a. Crane Safety
- b. Hazard Communication
- c. Elevated Surfaces
- d. Floor and Wall Openings

28. The following guidelines belong with which safety category:

- Forklift truck operators are competent to operate these vehicles safely as demonstrated by their successful completion of training and evaluation.
- No employee under 18 years old is allowed to operate a forklift.
- Forklifts are inspected daily for proper condition of brakes, horns, steering, forks and tires.
- Powered industrial trucks (forklifts) meet the design and construction requirements established in American National Standards Institute (ANSI) for Powered Industrial Trucks, Part II ANSI B56.1-1969.
- Written approval from the truck manufacturer is obtained for any modification or additions which affect capacity and safe operation of the vehicle.
- Capacity, operation and maintenance instruction plates, tags or decals are changed to indicate any modifications or additions to the vehicle.
- Battery charging is conducted in areas specifically designated for that purpose.
- Material handling equipment is provided for handling batteries, including conveyors, overhead hoists or equivalent devices.
- Reinstalled batteries are properly positioned and secured in the truck.
- Smoking is prohibited in battery charging areas.
- Precautions are taken to prevent open flames, sparks or electric arcs in battery charging areas.
- Refresher training is provided and an evaluation is conducted whenever a forklift operator has been observed operating the vehicle in an unsafe manner and when an operator is assigned to drive a different type of truck.
- Load and forks are fully lowered, controls neutralized, power shut off and brakes set when a powered industrial truck is left unattended.
- There is sufficient headroom for the forklift and operator under overhead installations, lights, pipes, sprinkler systems, etc.
- Overhead guards are in place to protect the operator against falling objects.
- Trucks are operated at a safe speed.
- All loads are kept stable, safely arranged and fit within the rated capacity of the truck.
- Unsafe and defective trucks are removed from service.

a. Forklift Safety

b. Hazard Communication

c. Elevated Surfaces

d. Floor and Wall Openings

## **Construction Craft Laborer Apprenticeship**

What Does a Construction Laborer Do?

What Are the Working Conditions?

How is the Training Structured?

What are the Application Requirements?

What Skills Should I Possess?

Who Do I Contact?

Additional Resources

## **Did you know?**

- \* Many construction laborer jobs require a variety of basic skills, but others require specialized training and experience.
- \* Most construction laborers learn on the job, but formal apprenticeship programs provide the most thorough preparation.
- \* Job opportunities vary by locality, but in many areas there will be competition, especially for jobs requiring limited skills.
- \* Laborers who have specialized skills or who can relocate near new construction projects should have the best opportunities.
- \* Statistics retrieved from the U.S. Bureau of Labor Statistics.

## **What Does a Construction Laborer Do?**

Construction craft laborers perform a wide range of non-special trade construction work including semi-skilled and unskilled tasks. Work performed is often physical and manual in nature, such as digging, loading, unloading, lifting, carrying, lugging, tending, stockpiling, sweeping and cleaning. Laborers are employed in all areas of construction, including commercial and residential new building; highway, bridge, tunnel, and shaft construction; large industrial and environmental restoration projects; and various restoration and demolition jobs.

In highway and road construction, laborers work to clear and prepare sites for construction; help to check site preparations against blueprint specifications regarding locations and grades; complete finish work after the paving material has been spread; perform necessary site clean-up of debris and waste materials and perform traffic control functions. Construction craft laborers do demolition work on existing buildings and structures and perform environmental clean-up on job sites containing hazardous waste, asbestos, lead-based paint and low-level radiation. Laborers operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. They also clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble and debris. They may also assist other craft workers.

### **Tasks:**

- \* Site/Project Preparation and Maintenance including: clearing, bucking and falling, transportation, erecting, dismantling, and stockpiling of scaffolding and work platforms, grading and compaction, layout and staking protocols, rigging and signaling, site preparation, clean-up and security, soil retention, and soil nailing and steeting.
- \* Tools, equipment and materials including: tool, equipment and material recognition and preparation, electric, gas pneumatic and tool/equipment, and material storage and security, including forklift, skid steer and hydro mobile.
- \* Safety, including confined space safety, flagging, signing and traffic safety awareness, tools and equipment and fall protection hazard material recognition.
- \* Environmental Remediation, including asbestos abatement, hazardous waste abatement, lead abatement, petro-chemical abatement, radiation, and soil remediation.
- \* Building construction, including concrete (tending placement, removal), landscaping, mason/plasterer tending, pipe laying, decking, stripping, including final clean up of construction site.

- \* Heavy/highway construction, including asphalt, drilling and blasting, aggregate, pipe laying tunnel and shaft, concrete (tending, placement, removal), bridges, landscaping, and traffic control.
- \* Install sewer, water, and storm drain pipes, using pipe-laying machinery and laser guidance equipment.

### **What Are the Working Conditions?**

Most laborers perform physically demanding work. They may lift and carry heavy objects, and stoop, kneel, crouch or crawl in awkward positions. Some work at great heights, confined spaces, and outdoors in all weather conditions. Some jobs may expose workers to hazardous materials or chemicals, fumes, odors, loud noise or dangerous machinery. Laborers wear appropriate safety clothing including gloves, hard hats, protective chemical suits and devices to protect their eyes, respiratory system and hearing. Travel maybe required, including overnight.

### **How is the Training Structured?**

- \* 3 year training program
- \* 4,000 hours on-the-job training
- \* 400 hours paid related instruction
- \* Must participate in the Transition to Trainer Course during final 1,000 hours

### **What are the Application Requirements?**

- \* Applicants must be at least 18 years of age
- \* Meet required norms on aptitude test (if required)
- \* Reading, writing, comprehension and communication skills
- \* Physically able to perform trade
- \* Valid driver's license or reliable transportation

### **What Skills Should I Possess?**

- \* Mathematics- Knowledge of arithmetic and its application.
- \* Mechanical- Knowledge of machines and tools, including their designs, uses, repair, and maintenance.
- \* Equipment selection- Determining the kind of tools and equipment needed to do a job.
- \* Reading- the ability to read at a sixth grade level
- \* Communication- Ability to follow oral and written instructions, policies, and procedures.
- \* Static/Dynamic Strength- The ability to exert maximum muscle force to lift, push, pull, or carry objects. The ability to use your abdominal and lower back muscles to support part of the body repeatedly or continuously over time. The ability to use short bursts of muscle force to propel oneself (as in jumping or sprinting), or to throw an object. The ability to exert muscle force repeatedly or continuously over time. This involves muscular endurance and resistance to muscle fatigue. Bending legs on knees to come to rest on knee or knees.
- \* Coordination/Flexibility- The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion. The ability to bend, stretch, twist, or reach with your body, arms, and/or legs. The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects. The ability to make fast, simple, repeated movements of the extremities. Maintaining body equilibrium to

prevent falling when walking, standing, crouching or running on narrow, slippery, or moving surface.

\* Stamina- The ability to exert yourself physically over long periods of time and the ability to lift up to 100 lbs occasionally.

### **Who Should I Contact In My Area?**

#### **Northeast**

Committee Name

Contact This Committee:

OR Contact Your BAS Representative:

ABC of Wisconsin

5330 Wall St.

Madison, WI 53718

Phone: (608) 244-6056

Fax: (608) 244-2401

Kathy O'Sullivan

Jane Kramer

Fox Valley Area Laborer JAC

4633 LIUNA Way STE 100

De Forest, WI 53532

Phone: (608) 846-5768

Fax: (608) 846-3862

Burt Harding

#### **Northwest**

Committee Name

Contact This Committee:

OR Contact Your BAS Representative:

ABC of Wisconsin

5330 Wall St.

Madison, WI 53718

Phone: (608) 244-6056

Fax: (608) 244-2401

Kathy O'Sullivan

Northwest WI Construction Craft Laborer JAC

4633 LIUNA Way STE 100

De Forest, WI 53532

Phone: (608) 846-5768

Fax: (608) 846-3862

Myra Stachowicz

#### **Southeast**

Committee Name

Contact This Committee:

OR Contact Your BAS Representative:

ABC of Wisconsin

5330 Wall St.

Madison, WI 53718  
Phone: (608) 244-6056  
Fax: (608) 244-2401  
Jane Kramer  
Mary Harrington  
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4633 LIUNA Way STE 100  
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Phone: (608) 846-5768  
Fax: (608) 846-3862  
Mary Pierce  
SE WI Construction Craft Laborers JAC  
4633 LIUNA Way STE 100  
De Forest, WI 53532  
Phone: (608) 846-5768  
Fax: (608) 846-3862  
Bob Scheldroup

### **Southwest**

Committee Name  
Contact This Committee:  
OR Contact Your BAS Representative:  
ABC of Wisconsin  
5330 Wall St.  
Madison, WI 53718  
Phone: (608) 244-6056  
Fax: (608) 244-2401  
Kathy O'Sullivan  
SW WI Area Construction Craft Laborers JAC  
4633 LIUNA Way STE 100  
De Forest, WI 53532  
Phone: (608) 846-5768  
Fax: (608) 846-3862  
Kathy O'Sullivan

### **Additional Resources**

The United States Bureau of Labor Statistics maintains information on all occupations. For more information on the Construction Craft Laborer trade in the United States, visit:

<http://www.bls.gov/oco/ocos248.htm>

Sources: Bureau of Apprenticeship Standards Position Descriptions,



## Questions

29. Which of the following facts is NOT true:

- a. Many construction laborer jobs require a variety of basic skills, but others require specialized training and experience.
- b. Most construction laborers learn on the job, but formal apprenticeship programs provide the most thorough preparation.
- c. Job opportunities vary by locality, but in many areas there will be competition, especially for jobs requiring limited skills.
- d. Laborers who have specialized skills or who can relocate near new construction projects may have limited opportunities.

30. Construction craft laborers perform a wide range of \_\_\_\_\_ trade construction work including semi-skilled and unskilled tasks.

- a. Non-quoted
- b. Non-residential
- c. Non-special
- d. Special

31. Work performed is often physical and manual in nature, such as:

- a. Digging, loading, unloading
- b. Lifting, carrying, lugging
- c. Tending, stockpiling, sweeping, and cleaning
- d. All of the above

32. Laborers are employed in all areas of construction, including:

- a. Commercial and residential new building
- b. Highway, bridge, tunnel, and shaft construction
- c. Large industrial and environmental restoration projects, and various restoration and demolition jobs
- d. All of the above

33. In highway and road construction, laborers:

- a. Work to clear and prepare sites for construction and help to check site preparations against blueprint specifications regarding locations and grades
- b. Complete finish work after the paving material has been spread
- c. Perform necessary site clean-up of debris and waste materials and perform traffic control functions
- d. All of the above

34. Which of the following is INCORRECT: Construction craft laborers (do):

- a. Demolition work on existing buildings and structures
- b. Perform environmental clean-up on job sites containing hazardous waste
- c. Perform environmental clean-up on job sites containing high level radiation
- d. Perform environmental clean-up on jobs sites containing asbestos and lead-based paint



35. Laborers operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small \_\_\_\_\_ hoists, surveying and measuring equipment, and a variety of other equipment and instruments.

- a. Manual
- b. Mechanical
- c. Electric
- d. Air-driven

36. They also \_\_\_\_\_ sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble and debris. They may also assist other craft workers.

- a. Clean
- b. Identify
- c. Prepare
- d. a AND c

**Tasks:**

37. Site/Project Preparation and Maintenance including: clearing, bucking and falling, transportation, erecting, dismantling, and stockpiling of scaffolding and work platforms, grading and compaction, layout and staking protocols, rigging and signaling, site preparation, clean-up and security, soil \_\_\_\_\_ and steeting.

- a. Retention
- b. Nailing
- c. a AND b
- d. None of the above

38. Tools, equipment and materials including: tool, equipment and material recognition and preparation, electric, gas pneumatic and tool/equipment, and material \_\_\_\_\_, including forklift, skid steer and hydro mobile.

- a. Storage
- b. Transfer
- c. Security
- d. a AND c

39. Safety, including, \_\_\_\_\_ and traffic safety awareness, tools and equipment and fall protection hazard material recognition.

- a. Confined space safety
- b. Flagging
- c. Signing
- d. All of the above

40. Environmental Remediation, including \_\_\_\_\_ abatement, radiation, and soil remediation.

- a. Asbestos, hazardous waste, lead, and petro-chemical
- b. Asbestos and lead
- c. Hazardous waste and lead
- d. Petro-chemical

41. Building construction, including concrete (tending placement, removal), landscaping, mason/plasterer tending, pipe laying, decking, stripping, including final \_\_\_\_\_ of construction site.

- a. Inspection
- b. Payment
- c. Lock up
- d. Clean up

42. Heavy/highway construction, including asphalt, drilling and blasting, aggregate, pipe laying tunnel and shaft, concrete(\_\_\_\_\_), bridges, landscaping, and traffic control.

- a. Tending
- b. Placement
- c. Removal
- d. All of the above

43. Install \_\_\_\_ drain pipes, using pipe-laying machinery and laser guidance equipment.

- a. Sewer, water, storm
- b. Clay, concrete, plastic
- c. Open, buried, deep
- d. None of the above

### **What Are the Working Conditions?**

44. Most laborers perform physically demanding work. They may lift and carry heavy objects, and stoop, kneel, crouch or crawl in \_\_\_\_\_ positions.

- a. Supernatural
- b. Awkward
- c. Unnatural
- d. Vicarious

45. Some work at great heights, confined spaces, and outdoors in \_\_\_\_\_ weather conditions.

- a. Controlled
- b. Life-threatening
- c. All
- d. Envidable

46. Some jobs may expose workers to hazardous materials or chemicals, fumes, odors, \_\_\_\_\_ noise or dangerous machinery.

- a. Loud
- b. Intermittent
- c. Variable
- d. White

47. Laborers wear appropriate safety clothing including gloves, hard hats, protective \_\_\_\_\_ suits and devices to protect their eyes, respiratory system and hearing. Travel maybe required, including overnight.

- a. Leisure
- b. Law
- c. Bathing
- d. Chemical

### **How is the Training Structured?**

48. Which of the following training requirements is INCORRECT:

- a. 5 year training program
- b. 4,000 hours on-the-job training
- c. Must participate in the Transition to Trainer Course during final 1,000 hours
- d. 400 hours paid related instruction

### **What are the Application Requirements?**

49. Which of the following application requirement is INCORRECT:

- a. Applicants must be at least 21 years of age
- b. Meet required norms on aptitude test (if required)
- c. Reading, writing, comprehension and communication skills
- d. Physically able to perform trade and Valid driver's license or reliable transportation

### **What Skills Should I Possess?**

50. Which of the following necessary skills is INCORRECT:

- a. Mathematics and Mechanical Knowledge
- b. Equipment selection and reading at a fifth grade level.
- c. Communication and Coordination/Flexibility
- d. Static/Dynamic Strength and Stamina

## **Unemployment Act 185**

Summary of s. 102.315, Wis. Stats., Worker's compensation insurance; employee leasing companies

Effective April 1, 2008, under s. 102.315, Wis. Stats., multiple coordinated policies will be required for clients of employee leasing companies except for small clients whose premium is not large enough for experience rating who may continue to be insured under a master policy.

### **New Required DWD Forms**

#### **Employee Leasing Company**

Under s. 102.315(5)(b), Wis. Stats., employee leasing companies are required to file the following form with the Department:

1. Form WKC-15784-E, Employee Leasing Company Notification of a client covered under a master policy for small clients under s. 102.315(5)(b), Wis. Stats.

#### **Insurance carrier**

Under s. 102.315(5)(c), Wis. Stats., insurance carriers are required to file the following form with the Department:

2. Form WKC-15785-E, Wisconsin Proof of Coverage Notice under a master policy for small clients under s. 102.315(5)(c), Wis. Stats.

#### **Client that has a "divided workforce"**

Under s. 102.315(6)(b)&(e) Wis. Stats., clients with a "divided workforce" ("Divided workforce" means a workforce in which some of the employees of a client are leased employees and some of the employees of the client are not leased employees.) are required to file the following forms with the Department:

3. Form WKC-15783-E, Employer Notice of Divided-Workforce under s. 102.315(6)(b), Wis. Stats.
4. Form WKC-15782-E, Termination Notice of Divided-Workforce under s. 102.315(6)(e), Wis. Stats.

### **New Law Summary**

Under s. 102.315 (2), Wis. Stats., a person that contracts to provide the nontemporary, ongoing employee workforce of a client under an employee leasing agreement (employee leasing company) is liable for any worker's compensation payable to the leased employee and may not seek or receive reimbursement from the client for any payments made as a result of that liability.

Subject to certain exceptions, s. 102.315 (3), Wis. Stats requires an employee leasing company to insure its worker's compensation liability by obtaining a contract of insurance under which the insurer issues separate worker's compensation policies to the employee leasing company for each of its clients that are insured by the insurer (multiple coordinated policy). A multiple coordinated policy must name both the employee leasing company and the client as named

insureds and must designate either the employee leasing company or the client, but not both, as the first named insured. An insurer may issue a multiple coordinated policy for a client only if all of the employees of the client are leased employees and are covered under the policy, except that an insurer may issue a multiple coordinated policy for a client that has a workforce in which some of the employees are leased employees and some are not leased employees (divided workforce) if the client notifies the Department of Workforce Development (DWD) of its intent to have a plan under which two policies are issued to cover the employees of the client, one covering the leased employees of the client and the other covering the employees of the client who are not leased employees (divided workforce plan).

Under section 102.315 (4), Wis. Stats., an employee leasing company may also insure its worker's compensation liability by obtaining a single policy in its name covering more than one client of the employee leasing company (master policy) that has been approved by the commissioner of insurance (commissioner). The commissioner may approve the issuance of a master policy if the insurer shows that it has the technological capacity and operational capability to provide to the Wisconsin Compensation Rating Bureau (bureau) certain information at the client level, including unit statistical data, information concerning proof of coverage and cancellation termination, and nonrenewal of coverage, and any other information that the bureau may require. A master policy must also establish rules governing the issuance of an insurance policy covering the leased employees of a divided workforce and the cancellation, termination, and nonrenewal of policies.

Under s. 102.315 (5), Wis. Stats., regardless of whether the commissioner has approved the issuance of a master policy, the new law permits an employee leasing company to insure its worker's compensation liability with respect to a group of clients, each of which has an unmodified annual premium that is equal to or less than the threshold below which employers are not experience rated under the standards and criteria of the bureau (small clients) by obtaining a master policy in the voluntary market (as opposed to under the state mandatory risk-sharing plan, which is a plan established or approved by the commissioner under which risks that are unable to obtain coverage in the voluntary market may obtain coverage) insuring that liability. An insurer may issue a master policy covering a group of small clients regardless of whether any of those small clients has a divided workforce. If at any time the unmodified annual premium of a small client that is covered under a master policy exceeds the threshold below which employers are not experience rated, the employee leasing company must notify the insurer and obtain coverage for the small client under a multiple coordinated policy or a master policy that has been approved by the commissioner. The premium threshold for experience rating eligibility in effect on April 1, 2008 is \$6,000 annually.

In addition, s. 102.315 (6), Wis. Stats., permits an insurer to issue a policy covering only the leased employees of a client that has a divided workforce if the client notifies DWD of its intent to have a divided workforce. Under the law, a client that has a divided workforce must insure its employees who are not leased employees in the voluntary market and may not insure those employees under the state mandatory risk-sharing plan, unless the leased employees of the client are covered under that mandatory plan. A client that has a divided workforce must also agree to assume full responsibility to immediately pay any worker's compensation payable as may be required by DWD should a dispute arise between two or more insurers as to liability for an injury sustained while a divided workforce plan is in effect, pending final resolution of the dispute.

Under s. 102.315 (9), for a multiple coordinated policy in which an employee leasing company is the first named insured and for a master policy, the law permits an insurer to obligate only the employee leasing company to pay premiums due for a client's coverage and prohibits an insurer from recovering any unpaid premiums due for that coverage from the client. The law, however,

does not prohibit an insurer from collecting premiums and charges due with respect to a client by means of list billing through the employee leasing company; requiring an employee leasing company to maintain a letter of credit or other form of security to ensure payment of premiums; issuing policies that have a common renewal date to all, or a class of all, clients of an employee leasing company; grouping together the clients of an employee leasing company for the purpose of offering dividend eligibility and paying dividends to those clients; applying a discount to the premium charged with respect to a client; or applying a retrospective rating option for determining the premium charged with respect to a client.

Under s. 102.315 (10), Wis. Stats., provides as follows with respect to the cancellation, termination, or nonrenewal of a multiple coordinated policy or a master policy:<sup>[1]</sup>

1. That the insureds under the policy may cancel the policy during the policy period only if both the employee leasing company and the client agree to the cancellation, the cancellation is confirmed by the employee leasing company promptly providing written confirmation of the cancellation to the client in writing or by the client agreeing to the cancellation in writing, and the insurer provides written notice of the cancellation to DWD.
2. That the insurer may cancel, terminate, or nonrenew the policy by providing written notice of the cancellation, or nonrenewal to the insured employee leasing company, the insured client, and DWD. Cancellation or termination of a policy by an insurer during a policy period is not effective until 30 days after that notice is provided. Nonrenewal of a policy is not effective until 60 days after that notice is provided.
3. That, if an employee leasing company that is the first named insured on the policy terminates the employee leasing agreement with a client in its entirety, the insurer may cancel or terminate the policy during the policy period by providing written notice of the cancellation or termination to the insured employee leasing company, the insured client, and DWD. Cancellation or termination of a policy by an insurer during a policy period for reason of termination of an employee leasing agreement is not effective until 30 days after that notice is provided.
4. That, if an employee leasing agreement is terminated during the policy period of a policy in which the client is the first named insured, the insurer must cancel the employee leasing company's coverage by an endorsement to the policy, and coverage of the client under the policy continues, unless the policy providing continued coverage is cancelled for failure of the client to pay premiums or for other grounds stated in the policy.

Under section 102.29 (6m) (a), Wis. Stats., prohibits a leased employee of an employee leasing company who makes a claim for worker's compensation against the employee leasing company from making a claim or bringing an action in tort against the client that accepted the services of the leased employee, against any other employee leasing company that provides the services of another leased employee to the client, or against any employee of the client or of that other employee leasing company. Section 102.29 (6m) (b) Wis. Stats., similarly prohibits an employee who makes a claim for worker's compensation against a client of an employee leasing company from making a claim or bringing an action in tort against an employee leasing company that provides the services of a leased employee to the client or against any leased employee of that employee leasing company.

Finally, prior to April 1, 2008, under section 102.31 (2m), Wis. Stats., a professional employer organization or an employee leasing organization that entered into an employee leasing agreement with a client was required to submit to DWD, within ten working days after the effective date of the agreement, a report disclosing the identity of the client, the effective date of

the agreement, and such other information as DWD prescribes and an employee leasing organization that intends to terminate an employee leasing agreement must notify DWD of that termination no later than 30 days prior to the termination date of the agreement. In addition, when an employee leasing agreement was terminated, termination of the client's coverage under the worker's compensation insurance policy of the employee leasing organization was not effective until 30 days after the employee leasing organization has given notice of the termination of that agreement to DWD.

Effective April 1, 2008, s. 102.31 (2m), Wis. Stats., is repealed.

Obsolete DWD forms effective April 1, 2008:

1. WKC-15242-E, Wisconsin Employee Leasing Company Client Report under s. 102.31(2m)(a), Wis. Stats.
2. WKC-15243-E, Wisconsin Employee Leasing Company Client Termination Notification under s. 102.31(2m)(b), Wis. Stats.

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### Questions

51. Effective \_\_\_\_\_, under s. 102.315, Wis. Stats., multiple coordinated policies will be required for clients of employee leasing companies except for small clients whose premium is not large enough for experience rating who may continue to be insured under a master policy.

- a. February 19, 2009
- b. April 1, 2008
- c. April 15, 2008
- d. April 1, 2009

52. \_\_\_\_\_ workforce means a workforce in which some of the employees of a client are leased employees and some of the employees of the client are not leased employees.

- a. Active
- b. Divided
- c. Aging
- d. Webbased

53. Under s. 102.315 (2), Wis. Stats., a person that contracts to provide the \_\_\_\_\_ employee workforce of a client under an employee leasing agreement (employee leasing company) is liable for any worker's compensation payable to the leased employee and may not seek or receive reimbursement from the client for any payments made as a result of that liability.

- a. Nontemporary
- b. Ongoing
- c. Temporary
- d. a and b

54. Wis. Stats requires an employee leasing company to insure its worker's compensation liability by obtaining a contract of insurance under which the insurer issues \_\_\_\_\_ worker's compensation policies to the employee leasing company for each of its clients that are insured by the insurer (multiple coordinated policy).

- a. Individual
- b. Group
- c. Separate
- d. Multiple

55. A multiple coordinated policy must name \_\_\_\_\_ as named insureds and must designate either the employee leasing company or the client, but not both, as the first named insured.

- a. The employee leasing company
- b. The client
- c. Both a and b
- d. Neither a and b

56. An insurer may issue a multiple coordinated policy for a client only if \_\_\_\_\_ of the employees of the client are leased employees and are covered under the policy except that an insurer may issue a multiple coordinated policy for a client that has a workforce in which some of the employees are leased employees and some are not leased employees (divided workforce) if the client notifies the Department of Workforce Development (DWD) of its intent to have a plan under which two policies are issued to cover the employees of the client, one covering the leased employees of the client and the other covering the employees of the client who are not leased employees (divided workforce plan).

- a. All
- b. A majority
- c. 25 %
- d. Some

57. Under section 102.315 (4), Wis. Stats., an employee leasing company may also insure its worker's compensation liability by obtaining a single policy in its name covering more than one client of the employee leasing company (master policy) that has been approved by the \_\_\_\_\_.

- a. Municipal commissioner
- b. High Commissioner
- c. County Commissioner
- d. Commissioner of insurance

58. The commissioner may approve the issuance of a master policy if the insurer shows that it has the \_\_\_\_\_ to provide to the Wisconsin Compensation Rating Bureau (bureau) certain information at the client level, including unit statistical data, information concerning proof of coverage and cancellation termination, and nonrenewal of coverage, and any other information that the bureau may require

- a. Technological capacity
- b. Operational capability
- c. Fiscal capacity
- d. Both a and b



59. If at any time the unmodified annual premium of a small client that is covered under a master policy exceeds the threshold below which employers are not experience rated, the employee leasing company \_\_\_\_\_ for the small client under a multiple coordinated policy or a master policy that has been approved by the commissioner.

- a. Must notify the insurer
- b. Must notify the commissioner
- c. Obtain coverage
- d. a and c

60. The premium threshold for experience rating eligibility in effect on April 1, 2008 is \_\_\_\_\_ annually.

- a. \$5000
- b. \$6,000
- c. \$4000
- d. \$2500

61. A client that has a divided workforce must also agree to assume \_\_\_\_\_ responsibility to immediately pay any worker's compensation payable as may be required by DWD should a dispute arise between two or more insurers as to liability for an injury sustained while a divided workforce plan is in effect, pending final resolution of the dispute.

- a. Partial
- b. Legal
- c. Full
- d. Appropriate

62. The law, however, \_\_\_\_\_ prohibit(s) an insurer from collecting premiums and charges due with respect to a client by means of list billing through the employee leasing company; requiring an employee leasing company to maintain a letter of credit or other form of security to ensure payment of premiums; issuing policies that have a common renewal date to all, or a class of all, clients of an employee leasing company; grouping together the clients of an employee leasing company for the purpose of offering dividend eligibility and paying dividends to those clients; applying a discount to the premium charged with respect to a client; or applying a retrospective rating option for determining the premium charged with respect to a client.

- a. Does not
- b. Does
- c. Strictly
- d. Specifically

63. Under s. 102.315 (10), Wis. Stats., provides as follows with respect to the cancellation, termination, or nonrenewal of a multiple coordinated policy or a master policy:[1]

That the insureds under the policy may \_\_\_\_ the policy during the policy period only if both the employee leasing company and the client agree to the cancellation, the cancellation is confirmed by the employee leasing company promptly providing written confirmation of the cancellation to the client in writing or by the client agreeing to the cancellation in writing, and the insurer provides written notice of the cancellation to DWD.

- a. Change
- b. Continue
- c. Cancel
- d. None of the above

64. That the insurer may \_\_\_\_\_ the policy by providing written notice of the cancellation, or nonrenewal to the insured employee leasing company, the insured client, and DWD. Cancellation or termination of a policy by an insurer during a policy period is not effective until 30 days after that notice is provided. Nonrenewal of a policy is not effective until 60 days after that notice is provided.

- a. Cancel
- b. Terminate
- c. Nonrenew
- d..a, b, OR c

65. Under section 102.29 (6m) (a), Wis. Stats., prohibits a leased employee of an employee leasing company who makes a claim for worker's compensation against the employee leasing company from \_\_\_\_\_ against the client that accepted the services of the leased employee, against any other employee leasing company that provides the services of another leased employee to the client, or against any employee of the client or of that other employee leasing company.

- a. Making a claim
- b. Bringing an action in tort
- c. a OR b
- d. Neither a or b

66. Finally, prior to April 1, 2008, under section 102.31 (2m), Wis. Stats., a professional employer organization or an employee leasing organization that entered into an employee leasing agreement with a client was required to submit to DWD, within \_\_\_\_\_ working days after the effective date of the agreement, a report disclosing the identity of the client, the effective date of the agreement, and such other information as DWD prescribes and an employee leasing organization that intends to terminate an employee leasing agreement must notify DWD of that termination no later than 30 days prior to the termination date of the agreement.

- a. five
- b. seven
- c. ten
- d. fourteen

# Wisconsin Consumer Protection Laws

## Home Improvement

### Basement Waterproofing Transactions

The Wisconsin Department of Agriculture, Trade and Consumer Protection regulates unfair and deceptive business practices. DATCP has adopted a rule to protect consumers against fraudulent basement waterproofing practices. This rule is found in Wisconsin Administrative Code chapter ATCP 111. Rule violators may be prosecuted, and there is a private remedy for consumers. ATCP 111 includes the following provisions:

#### Waterproofing Guarantees

- A seller may not state or imply that a basement waterproofing service is guaranteed unless all the following apply:
  - The service is in fact guaranteed.
  - The seller makes the guarantee in writing.
  - The seller gives the consumer a copy of the guarantee before the parties enter into a basement-waterproofing contract.
  - The guarantee clearly and explicitly states that the waterproofing service will effectively prevent or control the basement water problem it was designed or intended to prevent or control, for the period of time specified in the guarantee.
  - The guarantee includes the name and address of the person responsible for performance under the guarantee.
  - The guarantee states that the responsible person will begin any remedial work required under the guarantee within 45 days after the consumer gives notice of a waterproofing failure, and will complete the work within 6 months after the consumer gives notice
  - A guarantee may not exclude basement dampness unless the consumer agrees and the guarantee conspicuously states:

**“THE GUARANTEE PROVIDED HEREIN DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS – IT DOES COVER ANY WATER LEAKAGE OR FLOW.”**

- If a seller fails to honor a guarantee, the consumer is entitled to a full refund less the value of benefits actually derived from the services performed. The seller has the burden of establishing the benefits.
- If basement waterproofing services are *not* guaranteed, the contract must contain the following conspicuous disclosure on the face of the contract:

**“THE BASEMENT WATERPROOFING SERVICES PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED.”**

- A seller may not claim that basement waterproofing services will be effective unless the seller is experienced in, and uses, practices that are generally recognized as being effective.
- A seller may not make a guarantee if the seller knows or reasonably ought to know that the guarantee cannot be honored.

## **Seller's Analysis**

- A seller must provide a consumer with a written *seller's analysis* before the parties enter into a basement waterproofing contract. The seller must sign the analysis.
- The *seller's analysis* must describe the causes and conditions responsible for the consumer's basement waterproofing problem, and the specific processes and materials that will be used to correct the problem.
- The seller may not misrepresent the facts or conclusions contained in a seller's analysis.

## **Pressure Pumping Process; Engineer's Analysis**

In Wisconsin, there have been widespread problems with basement waterproofing services that use the *pressure pumping process*. A seller may not use the *pressure pumping process* unless all the following apply:

- The seller establishes its value or effectiveness in a written seller's analysis verified by a written engineer's analysis. A registered professional engineer must prepare the engineer's analysis.
- The seller discloses, in every advertisement for the pressure pumping process, that an engineer's analysis is required.
- The seller guarantees the results.
- The seller gives the consumer the seller's analysis, the engineer's analysis, and the guarantee before the parties enter into a basement waterproofing contract.

## **Rule Background**

DATCP adopted ATCP 111 as a *general order* (rule) under Wisconsin's Unfair Business Practices Law, Wisconsin Statutes section 100.20.

- DATCP adopted ATCP 111 effective April 1, 1975 (DATCP Docket No. 1148).
- DATCP amended ATCP 111 effective April 1, 1976 (DATCP Docket No. 1201).

## **Rule Enforcement**

### **Private Remedy**

A person who suffers a monetary loss because of a seller's violation of ATCP 111 may sue the seller under Wisconsin Statutes section 100.20(5), and may recover twice the amount of the loss, together with costs and attorneys fees.

### **Injunction and Restitution**

DATCP may seek a court order under Wisconsin Statutes section 100.20(6), enjoining violations of ATCP 111 and ordering a seller to pay restitution to consumers. The Department of Justice or a district attorney may represent DATCP in court.

## Civil Forfeiture

DATCP or any district attorney may start a court action under Wisconsin Statutes section 100.26(6), to recover a civil forfeiture from a seller who violates ATCP 111. The court may impose a civil forfeiture of up to \$10,000 per violation. The Department of Justice or a district attorney may represent DATCP in court.

### *Criminal*

A district attorney may start a criminal prosecution, under Wisconsin Statutes section 100.26(3), against a seller who violates ATCP 111. A seller may be fined up to \$5,000 or sentenced to as much as a year in jail, or both.

.....

67. The Wisconsin Department of Agriculture, Trade and Consumer Protection regulates unfair and deceptive business practices. DATCP has adopted a rule to protect consumers against \_\_\_\_\_ basement waterproofing practices.

- a. Common
- b. Confusing
- c. Fraudulent
- d. Approved

68. A seller may not state or imply that a basement waterproofing service is guaranteed unless which of the following apply:

- a. The service is in fact guaranteed.
- b. The seller makes the guarantee in writing. The seller gives the consumer a copy of the guarantee before the parties enter into a basement-waterproofing contract.
- c. The guarantee clearly and explicitly states that the waterproofing service will effectively prevent or control the basement water problem it was designed or intended to prevent or control, for the period of time specified in the guarantee.
- d. All of the above

69. There are also additional requirements before a waterproofing service can be guaranteed. Which one of the following is NOT correct as it applies to these guarantee requirements:

- a. The guarantee includes the name and address of the person responsible for performance under the guarantee.
- b. The guarantee states that the responsible person will begin any remedial work required under the guarantee within 30 days after the consumer gives notice of a waterproofing failure, and will complete the work within 6 months after the consumer gives notice
- c. A guarantee may not exclude basement dampness unless the consumer agrees and the guarantee conspicuously states: “**THE GUARANTEE PROVIDED HEREIN DOES NOT COVER DAMPNES ON THE BASEMENT WALLS – IT DOES COVER ANY WATER LEAKAGE OR FLOW.**”
- d. None of the above

70. If a seller fails to honor a guarantee, the consumer is entitled to a \_\_\_\_\_ refund less the value of benefits actually derived from the services performed. The seller has the burden of establishing the benefits.

- a. Full
- b. Partial
- c. Taxable
- d. Guaranteed

71. A seller may not claim that basement waterproofing services will be effective unless the seller is experienced in, and uses, practices that are \_\_\_\_\_ recognized as being effective.

- a. Universally
- b. Generally
- c. Commonly
- d. Legally

### **Seller's Analysis.**

72. A seller must provide a consumer with a written *seller's analysis* before the parties enter into a basement waterproofing contract. The seller must \_\_\_\_\_ the analysis.

- a. Approve
- b. Understand
- c. Sign
- d. Support

73. The *seller's analysis* must describe the \_\_\_\_\_ responsible for the consumer's basement waterproofing problem, and the specific processes and materials that will be used to correct the problem.

- a. Causes
- b. Conditions
- c. Neither a or b
- d. Both a and b

74. In Wisconsin, there have been widespread problems with basement waterproofing services that use the *pressure pumping process*. A seller may not use the *pressure pumping process* unless which of all the following apply:

- a. The seller establishes its value or effectiveness in a written seller's analysis verified by a written engineer's analysis. A registered professional engineer must prepare the engineer's analysis.
- b. The seller discloses, in every advertisement for the pressure pumping process, that an engineer's analysis is required. The seller guarantees the results.
- c. The seller gives the consumer the seller's analysis, the engineer's analysis, and the guarantee before the parties enter into a basement waterproofing contract.
- d. All of the above

75. A person who suffers a monetary loss because of a seller's violation of ATCP 111 may sue the seller under Wisconsin Statutes section 100.20(5), and may recover \_\_\_\_\_ the amount of the loss, together with costs and attorneys fees.

- a. Only
- b. Twice
- c. Triple
- d. None of the above

76. DATCP or any district attorney may start a court action under Wisconsin Statutes section 100.26(6), to recover a civil forfeiture from a seller who violates ATCP 111. The court may impose a civil forfeiture of up to \_\_\_\_\_ per violation.

- a. \$10,000
- b. \$5000
- c. \$1000
- d. \$500

77. A district attorney may start a criminal prosecution, under Wisconsin Statutes section 100.26(3), against a seller who violates ATCP 111. A seller may be fined up to \_\_\_\_\_ or sentenced to as much as a year in jail, or both.

- a. \$10,000
- b. \$5,000
- c. \$1000
- d. \$500

## **Wisconsin Department of Workforce Development**

### **Am I Covered?**

Nearly all employees in Wisconsin are covered. In fact, when talking about worker's compensation, it is easier to discuss the exceptions.

The only employee exceptions to the Wisconsin Worker's Compensation Act insurance coverage requirement are:

- domestic servants
- some farm employees
- volunteers including volunteers of non-profit organizations that receive money or other things of value totaling not more than \$10.00 per week
- religious sect members that qualify and are certified

Other exceptions from the Wisconsin Worker's Compensation Law include:

- Employees of the federal government such as postal workers, employees at a veterans administration hospital employees, or members of the armed forces are covered by federal workers' compensation laws
- People who work on interstate railroads are covered by the Federal Employers Liability Act

- Seamen on navigable waters are covered by the Merchant Marine Act of 1920, and people loading and unloading vessels are covered by the Longshoremen's and Harbor Worker's Compensation Act

### **When Does Coverage Begin?**

- Regardless of how long an employee has been working for an employer, or whether or not he/she is in a probationary or training status, coverage for Workers Compensation purposes begins on the first day of work.
- However, in order to expedite the processing of your claim, you should immediately report your injury or ailment to your supervisor.
- It is your employer's responsibility to report your injury to their worker's compensation insurance carrier (or claims handling office).
- In most cases, the first payment will be made by the insurance company within 14 days of your last day worked. If payment takes longer, you should contact your employer or their insurance carrier to find out the reason for delay.
- There is a three-day waiting period. The first 3 days of lost time after the injury are not compensable. Compensation is payable beginning on your 4th day of lost time. If your disability extends beyond 7 calendar days, the 1st 3 days of lost time would be picked up and paid retroactively.

### **What Basic Benefits Are Included?**

Basic benefits may include:

1. Coverage of all reasonable and necessary medical expenses.
2. Benefits for temporary wage loss during the healing period - temporary partial disability (TPD) or temporary total disability (TTD) are provided to sustain an employee while recovering from an injury. Eligibility for temporary disability benefits is determined and must be documented by a doctor. Benefits for TTD due to disability are based on two-thirds of the employee's wage up to a specified maximum amount for the year of injury.
3. Benefits for permanent partial disability (PPD) or permanent total disability (PTD) are paid if the employee does not fully recover from the injury. Permanent disability is awarded for the potential or actual loss of earning capacity. The amount of benefit payment for permanent disability depends on the severity of the permanent disability.
4. Vocational rehabilitation and retraining.
5. If a death occurs, death benefits and burial expense will be paid to qualified beneficiaries up to specified limits.

### **How Do I File a Claim?**

You are entitled to worker's compensation benefits if you are injured on the job or became ill as a result of the job. You, your employer and the worker's compensation insurance carrier have various responsibilities for the work-related injury/illness.

In the event you are hurt at work or become ill, it is your responsibility to:

- Tell your supervisor that you are hurt immediately, even if you think your injury is minor and will heal without medical attention.
- Obtain any necessary medical attention. Which may be getting first aid, seeing a doctor or going to the emergency room.
- Maintain all relevant medical and payment records for possible future use.

You should act to notify your employer and get medical attention without delay. A delay may negatively affect your health and may even jeopardize your potential workers compensation



benefits. Failure to report your injury/illness to your employer within two years could result in your claim for worker's compensation benefits being barred.

It is your employer's responsibility to report your injury/illness to his/her insurance carrier or claims administrator. The insurance carrier will then report your injury/illness to the Wisconsin Worker's Compensation Division.

The insurance carrier will pay for reasonable and necessary medical expenses. If your doctor authorizes you off of work for more than three days, you will receive compensation for lost wages.

If you are due compensation for your injury or illness:

- You should receive a check from your employer's insurance carrier (some large employers are self-insured) generally within 14 days after your injury/illness.
- There is a three-day waiting period for compensation, excluding Sundays. No compensation is paid for these first three days unless you are off work for more than seven days. In that case, the first three days are paid for retroactively.
- Once your claim is established, it will usually remain open for 12 years from the date of injury or the last payment to you, whichever is later. Therefore, it is important to save your medical and payment records for 12 years in the event your condition changes during this time.

## **Worker's Compensation Claim Flow**

### **REGULAR CLAIMS**

#### **1. Report of Injury by the Employee**

An employee reports a work related injury or illness to the employer as soon as possible after the accident, or after becoming aware of the injury. In most situations this report should be made within 30 days. However, the employee must report the injury to the employer within two years in order to qualify for worker's compensation. If, however, the employer knew or should have known about the injury, the statute of limitations for making a claim is 12 years. In the case of occupational disease and certain traumatic injuries, there is no statute of limitations.

#### **2. Report of Injury to the Worker's Compensation Insurance Carrier**

An employer is required to report all work injuries or illnesses to its worker's compensation insurance carrier within 7 days after actual knowledge of the injury. If the injury is a fatality, however, the report must be made to the insurance carrier within 24 hours. The employer must also report medical only claims to its insurance carrier.

#### **3. Report of Injury to the WC Division**

Insurance carriers must electronically report all lost-time, compensable injury claims to the WC Division within 14 days after the date of injury. If the injury is a fatality, however, the employer must make this report--on paper--to the WC Division as well as the insurance carrier within 24 hours.

#### **4. Payment and Other Related Information Reported to the WC Division**

Within 30 days following the date of injury the insurance carrier must electronically report both the WKC-13 Supplemental Report and the WKC-13A Wage Information Supplement to the WC Division. The WKC-13 is a record of all payments (TTD, TPD, Salary Continued., PPD, etc.)

made to the injured employee. If there is more than three weeks of lost time, an amputation, surgery or PPD a final medical report must also be reported (via fax or mail) to the WC Division.

## **DISPUTED CLAIMS**

### **1. Injured Worker Files Application for a Hearing**

An injured worker has twelve years from the date of injury or the date of last compensation payment to file with the WC Division an application for a formal hearing before an Administrative Law Judge (ALJ). Litigated claims whereby the applicant is not represented by an attorney (pro se) are identified by Dispute Resolution Staff (DSR) and an attempt is made to avoid a formal hearing through informal mediation. If a formal hearing cannot be avoided, DSR staff ensures the file is complete and ready for hearing. A pre-hearing conference with an ALJ will also be held for certain pro se claims, in order to narrow the issues and explain the hearing process.

### **2. Hearings are Scheduled**

Applications for hearing are normally assigned to an ALJ on a first-in, first-out basis. Hearings are generally held in the municipality of the applicant's residence. Once assigned, all parties involved in the case are notified in writing of the date, time and location of the hearing.

### **3. Formal WC Hearing Held**

The ALJ hears evidence presented by both the respondent and claimant at one or more hearings. Most disputes are resolved with one hearing. About two-thirds of all requests for a hearing are settled without a formal hearing actually being held. Many of these are compromised or stipulated.

### **4. Decision Rendered**

The ALJ issues a decision within 90 days after the close of the record, which usually means 90 days after the hearing. The typical decision is issued in less than 50 days.

### **5. Appeal to Labor Industry Review Commission (LIRC)**

Within 21 days after the ALJ issues a decision either party may file a petition for review with LIRC.

### **6. Appeal to Circuit Court**

Within 30 days after the LIRC decision either party may start an action in the circuit court of the county in which he or she resides.

### **7. Court of Appeals**

Within 45 or 90 days depending on when the notice of entry of judgment is served, either party may appeal to the Court of Appeals.

### **8. Wisconsin Supreme Court**

Within 30 days after the Court of Appeals decision either party may file a petition for review with the Supreme Court.

## **Can I Return to Work?**

Studies show that the longer workers are off work after an injury, the harder it is for them to return to work.

If you have been advised by the doctor to return to work, an attempt should be made to return to the job even if you may not feel 100% up to it. By returning to work as directed by your doctor, you will be in a stronger position to obtain additional benefits if you attempted to return than if you refused an offer of work.

Your doctor may advise you to return to lighter, restricted work during your healing period. This work is generally different from what you were doing before your injury. It often is to your advantage to return to work early within the limitations set by your doctor.

You can work with your employer and doctor to develop a customized plan for returning to work. An effective return to work plan should include:

- An on-going relationship among the worker, employer and the doctor to ensure that all parties are familiar with the nature and extent of the injury/illness as well as worker's compensation rules.
- Reasonable accommodation guidelines for placement in restricted or limited work
- A main contact person to work with the insurance carrier
- Regular reviews and updates from the worker, employer and doctor.

### **WHAT HAPPENS IF MY EMPLOYER DOES NOT REHIRE ME ONCE I CAN RETURN TO WORK?**

There is no legal guarantee that a job will be available for you after an injury. The employer is not required to hold a position open or create a new position once you are released to return to work.

However, when suitable employment with your employer is available and within your physical and mental limitations, your employer should offer you the employment. If your employer, without reasonable cause, refuses to rehire you when suitable employment is available, you may be eligible for compensation of wages lost during the period of refusal, up to one year of wages.

You may file an application for a formal hearing for the compensation of lost wages if you believe that your employer did not have a good reason for not rehiring you.

Through the hearing process, a determination will be made on the availability of suitable employment. However, any written rules or policies issued by the employer and/or provisions of collective bargaining agreements with respect to seniority will impact the availability of suitable employment.

### **How Do I Get Vocational Rehabilitation Services**

If you are unable to return to your previous employment because of a permanent disability or restriction, you may be eligible for vocational rehabilitation services that may include job placement assistance or retraining.

To be eligible for vocational rehabilitation services you must:

- Have a compensable work related injury for which vocational retraining benefits have not been settled through a compromise agreement
- Submit to the employer, at time of injury, documentation of the work restrictions so that the employer may determine if work is available within the permanent restrictions and make an offer of "suitable" employment. The employer should determine if work is available within 60 days
- NOTE: A "suitable" position is one that pays at least 90% of the wage at time of injury and meets the permanent work restrictions established at the end of the healing period
- Be unemployed or employed in a less than "suitable" position
- Have a determination of your eligibility for vocational services by the Division of Vocational Rehabilitation

You will receive vocational rehabilitation services from either a public or private vocational rehabilitation program. The DVR is the public program and will provide you with services if your disability is very severe and is consistent with the order in which it is providing services. If the Division of Vocational Rehabilitation cannot provide the needed services, you will be served within a private vocational rehabilitation network.

To obtain vocational rehabilitation services from the public or the private program:

First, contact DVR for a determination of eligibility. A VR counselor will work with you to assess your functional limitations and determine if you need services in order to be employed. You will then receive a statement indicating that you are either eligible or ineligible.

Second, the DVR will inform you that it will provide services directly or will refer you to the Worker's Compensation Division's Vocational Rehabilitation Unit that will provide a list of certified private vocational rehabilitation specialists from which you may choose to obtain your services.

If there is no dispute regarding vocational rehabilitation services, the worker's compensation insurer is responsible for paying the costs for the private specialist, the retraining program and temporary disability benefits during retraining.

### **What Happens If My Claim is Denied?**

If your claim is denied, either in part or in full, and you believe that you should receive further benefits, your dispute may be handled through a formal hearing or through an informal alternative dispute resolution process.

If you have not retained an attorney or if your injury was not previously reported to the Worker's Compensation Division, your claim will initially follow the informal process. Your claim will be referred to a specialist in the Division's Alternative Dispute Resolution (ADR) Unit. The ADR staff will review your claim to determine the issues in dispute and assure that the medical information submitted supports your claim for benefits. If the ADR staff believe that the issues can be resolved without a formal hearing, you and the insurer will be contacted in an attempt to resolve your dispute.

If the issues can not be resolved through the informal alternative dispute process, you may request a formal hearing with an Administrative Law Judge (ALJ). To request a hearing, you will need to complete an application for hearing form and provide medical information to support your claim. While it is not a requirement, many people believe that it is beneficial to have an attorney involved in the hearing since it is a legal proceeding.

As a legally binding procedure, the ALJ is required to obtain information from all parties during the hearing. The ALJ reviews all pertinent information related to the hearing and issues a decision based on his/her findings. This decision by the ALJ becomes a formal "order" to which the parties of the hearing must adhere. The order specifies the conditions under which the dispute will be resolved.

You may appeal a decision by an ALJ if you believe the decision was incorrect. Your appeal would be made to the Labor and Industry Review Commission (LIRC). Your case would be reviewed by LIRC and they will provide you with a decision. If you disagree with the decision from LIRC, you may appeal to circuit court.

### **What Happens at a Worker's Compensation Hearing?**

A hearing may be necessary to resolve a disputed claim. Most hearings are set after an employee, surviving spouse or dependant files an application for hearing (WKC-7). This form can be obtained from the Worker's Compensation Division. Some hearings are also scheduled on the

Division's own motion in situations where there is reason to believe payment of compensation has not been made.

Hearings are scheduled at various locations throughout the state. The geographical location for the hearing is determined by the location of the employee's residence, where the injury occurred and the location of the employee's treating practitioner. After a hearing date is set, all parties are notified by a written notice. The notice of hearing is usually mailed to the parties eight to ten weeks in advance, but hearings may be scheduled on as little as a ten day prior notice.

Any party may be represented by an attorney. However, a party is not required to have an attorney at a hearing. An attorney representing an injured employee is entitled to fees of up to 20 percent of the amount of compensation in dispute or, if there is no net gain over the amount offered by the employer or insurance carrier, the attorney is entitled to fees of 10 percent to a maximum of \$250. Attorney fees and necessary costs will be deducted from payments to the employee or the dependants. The Administrative Law Judge (ALJ) will determine the amount of attorney fees.

If an employee is not represented by an attorney, the Division will schedule a pre-hearing conference after an application for hearing is filed. The purpose of this conference is to permit the parties to discuss the claim informally with an ALJ. The ALJ will attempt to have the parties identify conceded and disputed issues and to encourage the parties to agree on exhibits which may be introduced at a hearing. At a pre-hearing conference it is often possible for the parties to come to an agreement that will eliminate the need for a hearing. A formal hearing will be scheduled at a later date if the parties cannot resolve the case at a pre-hearing conference.

Formal hearings are held with an ALJ. These are semi-judicial proceedings. Witnesses are sworn in before testifying as in a court room. The parties have a right to present their own witnesses and cross-examine witnesses presented by other parties. Exhibits of documents and reports are entered into the formal hearing record. A court reporter records all testimony. Hearings generally result in payment of some or all of a claim or dismissal of the application.

All parties should be aware of the following in preparing for a hearing:

- As soon as possible after the notice of hearing is received contact necessary witnesses and arrange to have them attend the hearing .
- The Division may not receive evidence about an employee's loss of earning capacity unless notice of the intention to present this evidence and the name of the expert witness is given at least 60 days before the hearing.
- Employees must file with the Division and the insurance carrier's attorney certified medical reports (WKC-16B) and a medical treatment statement (WKC-3-E) at least 15 days before the hearing.
- The employee has the burden to present evidence of facts necessary to establish compensability of the claim in all cases including those in which the hearing was scheduled on the Division's own motion.
- Postponement requests must be submitted in writing to the Division within seven days after the notice was issued with copies to all other parties.
- Postponements will be approved by the Division because of extraordinary circumstances and will not be allowed for the convenience of the parties.
- Failure to appear at a hearing as scheduled may result in a dismissal of the application or a decision by default.

The ALJ will gather all the facts at the hearing. After the hearing the ALJ will issue an order (decision) that either allows or denies the claim. If the claim is allowed, an order will be issued stating the amount of disability and how much compensation and/or medical expense is to be paid.

Any party has the right to appeal an ALJ order. If a party wishes to appeal an order, a Petition for Commission Review (WKC-28) must be filed within 21 days of the mailing date of the ALJ order. On this form the appealing party states the points of disagreement with the order. The Labor Industry Review Commission (LIRC) will review the hearing record. LIRC can affirm, set aside or modify the ALJ order. All parties will receive a copy of the LIRC decision. Any party may also appeal the LIRC decision to the Circuit Court, Court of Appeals and, ultimately, the Wisconsin Supreme Court.

### **What Do I Do If My Employer Does Not Have Insurance?**

If your injury/illness occurred on or after July 1, 1996 you may file a claim for worker's compensation benefits through the Uninsured Employers Fund (UEF).

The UEF pays worker's compensation benefits on valid worker's compensation claims filed by employees who are injured while working for illegally uninsured Wisconsin employers.

When a compensable claim is filed, the UEF pays the injured employee worker's compensation benefits as though the uninsured employer had been insured.

To file a claim, an injured worker must:

- complete an Uninsured Employers Fund Claim Application
- provide the required documentation (such as copies of relevant payroll checks, check stubs, bank records, wage statements, tax returns) to the department or its agent in order to determine whether the employer is liable for the injury/illness
- document any medical treatment, vocational rehabilitation services and other bills or expenses

Your claim will be thoroughly investigated after it has been filed. In verifying the information submitted in support of your claim for compensation, the department or its agent may need to share information with other government agencies such as those responsible for tax collection, unemployment insurance, medical assistance, vocational rehabilitation, family support or general relief.

You will be notified of the status of your claim within 14 days after receiving your completed UEF claim application. The Worker's Compensation Division or its agent will:

- mail the first indemnity payment
- deny the claim
- provide the reason(s) that the claim is still under review

The Division or its agent will notify you of the status of your claim at least once every 30 days from the date of the first notification that the claim is under review until the first indemnity payment is made or the claim is denied.

Funds for paying benefits from the UEF are obtained from penalties assessed against employers for illegally operating a business without worker's compensation insurance. The penalties are mandatory and non-negotiable. Additionally, uninsured employers are required to reimburse for benefit payments made by the UEF. The UEF uses aggressive collection action (including warrants, levies, garnishment and execution against property) to secure penalty assessments and reimbursement of benefits payments.

### **When Is My Employer Required to Have Worker's Compensation Insurance?**

One of the bedrock principles of worker's compensation is universal coverage. That means that virtually every employee is covered. Therefore, virtually every employer has to have worker's

compensation insurance. Specifically, the law defines the following as employers who must have worker's compensation insurance:

1. The state and its municipalities, including each county, city, town, village, school district, sewer district, drainage district and other public or semi-public corporation
2. Persons, except farmers, who usually employ three or more employees in one or more trades, businesses, professions or occupations in one or more locations
3. Person, excluding farmers, who usually employ fewer than three employees, effective on the tenth day of the first month after the calendar quarter in which wages of \$500 or more were paid for services
4. Farmers who employ six or more employees on 20 or more days in any calendar year, effective 10 days after twentieth day of employment.
5. Persons who purchase a worker's compensation insurance policy

Universal coverage really means universal. Even out-of-state employers with employees working in Wisconsin must have a worker's compensation policy with an insurance company licensed to write worker's compensation insurance in Wisconsin. If an out-of-state employer has a worker's compensation insurance policy with an insurance company not licensed to write in Wisconsin, they must obtain a policy from a Wisconsin licensed insurance company.

Universal coverage also applies to those employers who are financially sound (and usually quite large) that are "self-insured". Being Self-insured means that the employer is not required to obtain worker's compensation insurance from an insurance company because they can bear the financial obligations of paying claims from their own internal resources. The Department of Workforce Development grants permission for employers to become self-insured.

### **Insurance Coverage Lookup**

The Wisconsin Compensation Rating Bureau (WCRB) has designed a worker's compensation insurance coverage lookup application to assist in the lookup of an employer's insurance carrier. The Coverage Lookup provides a means for employees, attorneys, health care providers and others to obtain insurance carrier claims processing information for a particular coverage, injury, or illness date.

Wisconsin law requires most employers to provide workers' compensation insurance. The Coverage Lookup provides information for 1) employers that have purchased a Wisconsin worker's compensation insurance policy and 2) employers (parent companies and their subsidiaries) that have obtained State of Wisconsin approval to self-insure. Employer and insurance carrier information is updated weekly.

The Coverage Lookup allows users to search by an accident date (October 1991 to present) and then by employer name or employer Federal Employer Identification Number (FEIN) or employer address to determine the insurance company that was covering the business on the date of an injury.

The Coverage Lookup can also be used to determine if an employer has a current Wisconsin worker's compensation insurance policy.

The insurance carrier name, address and telephone number is provided.

The Insurance Coverage Lookup is located on the WCRB web site.

## **Injured Worker's Rights and Responsibilities**

### **Injured worker rights**

- An injured worker may have the right to receive benefits.
- An injured worker may receive benefits regardless of who caused or helped cause the injury. An injured worker does not have a right to benefits if:
  - the worker injured himself or herself intentionally
  - the worker was injured while voluntarily participating in an off-duty activity
  - the injury occurred during horseplay or fighting initiated by the injured worker
- An injured worker has the right to receive the medical care reasonable and necessary to treat a work-related injury or illness.
- An injured worker has the right to a first and second choice of doctors licensed to practice & practicing in this state. Any out-of-state or third choice of doctors must be made by mutual agreement with the insurance carrier unless you have a referral from your doctor
- An injured worker does not need to get approval to go to a different doctor if:
  - for emergency treatment
  - within the same partnership or clinic
  - as the original doctor selected
  - upon referral from his/her original choice of doctors
- An injured worker has the right to confidentiality.

Only people who are parties to a claim or agents of these parties, have the right to information in the Division's files.

### **Injured worker responsibilities**

- An injured worker has the responsibility to tell his or her employer about a work-related injury or illness.
- An injured worker must tell his or her employer immediately of the injury, or as soon as possible after the worker first knew the illness might be work-related.
- An injured worker has the responsibility to submit to reasonable medical or surgical treatment. However, an employee may refuse surgery which might endanger life or limb.
- An injured worker has the responsibility to submit to reasonable examinations by scheduled by the insurance carrier (or self-insured employer).
- An injured worker has the responsibility to tell the insurance carrier any time the worker's income changes.
- An injured worker who is getting benefits must tell the insurance carrier paying the benefits if the worker's income changes. The injured worker must tell the insurance carrier regardless of whether income went up or down.
- An injured worker who has stopped working since the injury must tell the insurance carrier if the worker starts working again or has a job offer.
- An injured worker has the responsibility to tell the doctors how the injury occurred and if the worker believes the injury may be work-related.
- If possible, an injured worker should tell the doctor before the doctor provides treatment.
- An injured worker has the responsibility to tell the insurance carrier how to contact him or her.



- An injured worker should contact the insurance carrier if the worker's home address, work address, or phone number changes, so that they may be contacted when necessary.



## Questions

### **Wisconsin Department of Workforce Development**

#### **Am I Covered?**

78. Nearly all employees in Wisconsin are covered. In fact, when talking about worker's compensation, it is easier to discuss the exceptions. The only employee exceptions to the Wisconsin Worker's Compensation Act insurance coverage requirement are which of the following:

- a. Domestic servants and some farm employees
- b. Volunteers including volunteers of non-profit organizations that receive money or other things of value totaling not more than \$10.00 per week
- c. Religious sect members that qualify and are certified
- d. All of the above

79. Other exceptions from the Wisconsin Worker's Compensation Law include which of the following:

- a. Employees of the federal government such as postal workers, employees at a veterans administration hospital employees, or members of the armed forces are covered by federal workers' compensation laws
- b. People who work on interstate railroads are covered by the Federal Employers Liability Act  
Seamen on navigable waters are covered by the Merchant Marine Act of 1920
- c. People loading and unloading vessels are covered by the Longshoremen's and Harbor Worker's Compensation Act
- d. All of the above

#### **When Does Coverage Begin?**

80. Regardless of how long an employee has been working for an employer, or whether or not he/she is in a probationary or training status, coverage for Workers Compensation purposes begins \_\_\_\_\_.

- a. After probationary period
- b. On the first day of work
- c. After training period
- d. After paperwork has been signed

81. However, in order to \_\_\_\_\_ the processing of your claim, you should immediately report your injury or ailment to your supervisor.

- a. Complete
- b. Begin
- c. Expedite
- d. Allow

82. It is \_\_\_\_ responsibility to report your injury to their worker's compensation insurance carrier (or claims handling office).

- a. Your
- b. Your employer's
- c. Both a AND b
- d. Spouse's

83. In most cases, the first payment will be made by the insurance company within \_\_\_\_ days of your last day worked. If payment takes longer, you should contact your employer or their insurance carrier to find out the reason for delay.

- a. 30
- b. 7
- c. 90
- d. 14

84. There is a three-day waiting period. The first 3 days of lost time after the injury are not \_\_\_\_.

- a. Counted
- b. Compensable
- c. Important
- d. Billable

85. Compensation is payable beginning on your \_\_\_\_ day of lost time.

- a. 5th
- b. 6th
- c. 7th
- d. 4th

86. If your disability extends beyond 7 calendar days, the 1st 3 days of lost time would be picked up and paid \_\_\_\_.

- a. Retroactively
- b. Accordingly
- c. Eventually
- d. Minimally

### **What Basic Benefits Are Included?**

87. Basic benefits may include:  
Coverage of all \_\_\_\_ medical expenses.

- a. Reasonable
- b. Necessary
- c. Major
- d. a AND b

88. Benefits for temporary wage loss during the \_\_\_\_\_ period - temporary partial disability (TPD) or temporary total disability (TTD) are provided to sustain an employee while recovering from an injury.

- a. Probationary
- b. Healing
- c. Initial
- d. Labor

89. Eligibility for temporary disability benefits is determined and must be documented by a doctor. Benefits for TTD due to disability are based on \_\_\_\_\_ of the employee's wage up to a specified maximum amount for the year of injury.

- a. One-third
- b. One-fourth
- c. Two-thirds
- d. None of the above

90. Benefits for permanent partial disability (PPD) or permanent total disability (PTD) are paid if the employee does not fully recover from the injury. Permanent disability is awarded for the \_\_\_\_\_ loss of earning capacity.

- a. Potential
- b. Actual
- c. a OR b
- d. a AND b

91. The amount of benefit payment for permanent disability depends on the \_\_\_\_\_ of the permanent disability.

- a. Relevance
- b. Significance
- c. Severity
- d. Gravity

92. Vocational rehabilitation and retraining may be an included basic benefit.

- a. True
- b. False

93. If a death occurs, death benefits and burial expense will not be paid to qualified beneficiaries.

- a. True
- b. False

## How Do I File a Claim?

94. You are entitled to worker's compensation benefits if \_\_\_\_\_.

- a. You are injured on the job
- b. Become ill as a result of the job
- c. a OR b
- d. You are lawfully employed

95. You, your employer and the worker's compensation insurance carrier have various responsibilities for the work-related injury/illness. In the event you are hurt at work or become ill, it is your responsibility to:

Tell your supervisor that you are hurt immediately, even if you think your injury is minor and will heal \_\_\_\_\_.

- a. Eventually
- b. Quickly
- c. With time
- d. Without medical attention

96. Obtain any necessary medical attention. This may include:

- a. Getting first aid
- b. Seeing a doctor
- c. Going to the emergency room
- d. a, b, OR c

97. Maintain all relevant medical and payment records for possible \_\_\_\_\_.

- a. Legal reasons
- b. Future use
- c. Financial recourse
- d. Disruption in care

98. You should act to notify your employer and get medical attention without delay. A delay may negatively affect your health and may even \_\_\_\_\_ your potential workers compensation benefits.

- a. Jeopardize
- b. Affect
- c. Terminate
- d. Change

99. Failure to report your injury/illness to your employer within \_\_\_\_\_ could result in your claim for worker's compensation benefits being barred.

- a. Six months
- b. Nine months
- c. One year
- d. Two years

100. If you are due compensation for your injury or illness:

You should receive a check from your employer's insurance carrier (some large employers are self-insured) generally within \_\_\_\_ days after your injury/illness.

- a. 14
- b. 7
- c. 30
- d. 45

101. There is a three-day waiting period for compensation, excluding Sundays. No compensation is paid for these first three days unless you are off work for more than \_\_\_\_ days. In that case, the first three days are paid for retroactively.

- a. Four
- b. Seven
- c. Ten
- d. Fourteen

102. Once your claim is established, it will usually remain open for \_\_\_\_ from the date of injury or the last payment to you, whichever is later. Therefore, it is important to save your medical and payment records for 12 years in the event your condition changes during this time.

- a. 2 years
- b. 1 year
- c. 12 years
- d. 3 years

### **Worker's Compensation Claim Flow**

#### **REGULAR CLAIMS**

##### **Report of Injury by the Employee**

103. An employee reports a work related injury or illness to the employer as soon as possible after the accident, or after becoming aware of the injury. In most situations this report should be made within \_\_\_\_ days.

- a. 30
- b. 7
- c. 10
- d. 5 business days

104. However, the employee must report the injury to the employer within two years in order to qualify for worker's compensation. If, however, the employer \_\_\_\_ about the injury, the statute of limitations for making a claim is 12 years.

- a. Knew
- b. Should have known
- c. a OR b
- d. None of the above

105. In the case of occupational disease and certain traumatic injuries, there is no statute of limitations.

- a. True
- b. False

### **Report of Injury to the Worker's Compensation Insurance Carrier**

106. An employer is required to report all work injuries or illnesses to its worker's compensation insurance carrier within 7 days after actual knowledge of the injury. If the injury is a fatality, however, the report must be made to the insurance carrier within \_\_\_\_\_. The employer must also report medical only claims to its insurance carrier.

- a. 3 hours
- b. 12 hours
- c. 3 business days
- d. 24 hours

### **Report of Injury to the WC Division**

107. Insurance carriers must electronically report all lost-time, compensable injury claims to the WC Division within 14 days after the date of injury. If the injury is a fatality, however, the employer must make this report-- \_\_\_\_\_ --to the WC Division as well as the insurance carrier within 24 hours.

- a. In person
- b. Immediately
- c. Orally
- d. On paper

### **Payment and Other Related Information Reported to the WC Division**

108. Within 30 days following the date of injury the insurance carrier must electronically report both the WKC-13 Supplemental Report and the WKC-13A Wage Information Supplement to the WC Division. The WKC-13 is a record of all payments (TTD, TPD, Salary Continued., PPD, etc.) made to the injured employee. If there is \_\_\_\_\_ or PPD a final medical report must also be reported (via fax or mail) to the WC Division.

- a. More than three weeks of lost time
- b. An amputation
- c. Surgery
- d. All of the above

### **DISPUTED CLAIMS, Injured Worker Files Application for a Hearing**

109. An injured worker has twelve years from the date of injury or the date of last compensation payment to file with the WC Division an application for a formal hearing before an Administrative Law Judge (ALJ). Litigated claims whereby the applicant is not represented by an attorney (pro se) are identified by Dispute Resolution Staff (DSR) and an attempt is made to avoid a formal hearing through informal mediation. If a formal hearing cannot be avoided, DSR staff ensures the file is complete and ready for hearing. A pre-hearing conference with an ALJ will also be held for certain pro se claims, in order \_\_\_\_\_.

- a. To narrow the issues
- b. Explain the hearing process
- c. Explain informed consent
- d. a AND b

### **Hearings are Scheduled**

110. Applications for hearing are normally assigned to an ALJ on a first-in, first-out basis. Hearings are generally held in the municipality of the applicant's \_\_\_\_\_. Once assigned, all parties involved in the case are notified in writing of the date, time and location of the hearing.

- a. Residence
- b. Employment
- c. Choice
- d. None of the above

### **Formal WC Hearing Held**

111. The ALJ hears evidence presented by both the respondent and claimant at one or more hearings. Most disputes are resolved with \_\_\_\_\_ hearing(s). About two-thirds of all requests for a hearing are settled without a formal hearing actually being held. Many of these are compromised or stipulated.

- a. Few
- b. Two-three
- c. One
- d. Speedy

### **Decision Rendered**

112. The ALJ issues a decision within 90 days after the close of the record, which usually means 90 days after the hearing. The typical decision is issued in less than \_\_\_\_\_ days.

- a. 30
- b. 50
- c. 60
- d. 90

### **Appeal to Labor Industry Review Commission (LIRC)**

113. Within \_\_\_\_\_ days after the ALJ issues a decision either party may file a petition for review with LIRC.

- a. 22
- b. 20
- c. 30
- d. None of the above

### **Appeal to Circuit Court**

114. Within \_\_\_\_ days after the LIRC decision either party may start an action in the circuit court of the county in which he or she resides.

- a. 21
- b. 22
- c. 45
- d. 30

### **Court of Appeals**

115. Within \_\_\_\_ days depending on when the notice of entry of judgment is served, either party may appeal to the Court of Appeals.

- a. 45
- b. 90
- c. a OR b
- d. a AND b

### **Wisconsin Supreme Court**

116. Within 30 days after the Court of Appeals decision \_\_\_\_ may file a petition for review with the Supreme Court.

- a. The respondent
- b. Either party
- c. The claimant
- d. DSR

### **Can I Return to Work?**

117. Studies show that the longer workers are off work after an injury, the harder it is for them to return to \_\_\_\_\_.

- a. Normal
- b. Work
- c. Full time employment
- d. Previous skill levels

118. If you have been advised by the doctor to return to work, an attempt should be made to return to the job even if you may not feel \_\_\_\_\_.

- a. Like working
- b. Prepared
- c. 100% up to it
- d. Valued



119. By returning to work as directed by your doctor, you will be in a stronger position to obtain \_\_\_\_\_ benefits if you attempted to return than if you refused an offer of work.

- a. Minimal
- b. Maximum
- c. Supplemental
- d. Additional

120. Your doctor may advise you to return to \_\_\_\_\_ work during your healing period. This work is generally different from what you were doing before your injury. It often is to your advantage to return to work early within the limitations set by your doctor.

- a. Lighter
- b. Restricted
- c. a and b
- d. Previous

121. You can work with your employer and doctor to develop a customized plan for returning to work. An effective return to work plan should include which of the following:

- a. An on-going relationship among the worker, employer and the doctor to ensure that all parties are familiar with the nature and extent of the injury/illness as well as worker's compensation rules.
- b. Reasonable accommodation guidelines for placement in restricted or limited work
- c. A main contact person to work with the insurance carrier, and regular reviews and updates from the worker, employer and doctor.
- d. All of the above

### **WHAT HAPPENS IF MY EMPLOYER DOES NOT REHIRE ME ONCE I CAN RETURN TO WORK?**

122. There is no legal guarantee that a job will be available for you after an injury. The employer is not \_\_\_\_\_ to hold a position open or create a new position once you are released to return to work.

- a. Required
- b. Obligated
- c. Permitted
- d. Likely

123. However, when \_\_\_\_\_ employment with your employer is available and within your physical and mental limitations, your employer should offer you the employment. If your employer, without reasonable cause, refuses to rehire you when suitable employment is available, you may be eligible for compensation of wages lost during the period of refusal, up to one year of wages.

- a. Fulltime
- b. Part-time
- c. Suitable
- d. Any

124. You may file an application for a formal hearing for the compensation of lost wages if you believe that your employer did not have a good reason for not rehiring you.

Through the hearing process, a determination will be made on the availability of suitable employment. However, any written rules or policies issued by the employer and/or provisions of collective bargaining agreements with respect to \_\_\_\_\_ will impact the availability of suitable employment.

- a. Seniority
- b. Benefits
- c. Employment
- d. Working conditions

### **How Do I Get Vocational Rehabilitation Services**

125. If you are unable to return to your previous employment because of a permanent disability or restriction, you may be eligible for vocational rehabilitation services that may include job placement assistance or retraining.

- a. True
- b. False

126. Which of the following is INCORRECT to be eligible for vocational rehabilitation services:

- a. Have a compensable work related injury for which vocational retraining benefits have been settled through a compromise agreement
- b. Submit to the employer, at time of injury, documentation of the work restrictions so that the employer may determine if work is available within the permanent restrictions and make an offer of "suitable" employment. The employer should determine if work is available within 60 days
- c. Be unemployed or employed in a less than "suitable" position
- d. Have a determination of your eligibility for vocational services by the Division of Vocational Rehabilitation

127. NOTE: A "suitable" position is one that pays at least \_\_\_\_\_ of the wage at time of injury and meets the permanent work restrictions established at the end of the healing period

- a. 50%
- b. 60 %
- c. 90%
- d. 75%

128. You will receive vocational rehabilitation services from either a \_\_\_\_\_ vocational rehabilitation program.

- a. Public
- b. Private
- c. a OR b
- d. Corporate

129. If there is no dispute regarding vocational rehabilitation services, the worker's compensation insurer is responsible for paying the costs for the \_\_\_\_\_ during retraining.

- a. Private specialist
- b. Retraining program
- c. Temporary disability benefits
- d. All of the above

### **What Happens If My Claim is Denied?**

130. If your claim is denied, either in part or in full, and you believe that you should receive further benefits, your dispute may be handled through a(n) \_\_\_\_\_.

- a. Formal hearing
- b. Informal alternative dispute resolution process
- c. Informal hearing
- d. a OR b

131. If you(r) \_\_\_\_\_ our claim will initially follow the informal process.

- a. Have not retained an attorney
- b. Injury was not previously reported to the Worker's Compensation Division
- c. Injury was previously reported to the Worker's Compensation Division
- d. a OR b

132. You may appeal a decision by an ALJ if you believe the decision was \_\_\_\_\_. Your appeal would be made to the Labor and Industry Review Commission (LIRC). Your case would be reviewed by LIRC and they will provide you with a decision. If you disagree with the decision from LIRC, you may appeal to circuit court.

- a. Incorrect
- b. Unfair
- c. Unjustified
- d. None of the above

### **What Happens at a Worker's Compensation Hearing?**

133. A hearing may be necessary to resolve a disputed claim. Most hearings are set after an \_\_\_\_\_, files an application for hearing (WKC-7). This form can be obtained from the Worker's Compensation Division. Some hearings are also scheduled on the Division's own motion in situations where there is reason to believe payment of compensation has not been made.

- a. Employee
- b. Surviving spouse or dependent
- c. Employer
- d. a OR b

134. Hearings are scheduled at various locations throughout the state. The geographical location for the hearing is determined by \_\_\_\_\_.

- a. The location of the employee's residence
- b. Where the injury occurred
- c. The location of the employee's treating practitioner
- d. All of the above

135. Any party may be represented by an attorney. However, a party is not required to have an attorney at a hearing. An attorney representing an injured employee is entitled to fees of up to \_\_\_\_\_ percent of the amount of compensation in dispute or, if there is no net gain over the amount offered by the employer or insurance carrier, the attorney is entitled to fees of 10 percent to a maximum of \$250.

- a. 10
- b. 15
- c. 17.5
- d. 20

136. Attorney fees and necessary costs will be deducted from payments to the employee or the dependants.

- a. True
- b. False

137. If an employee \_\_\_\_\_ represented by an attorney, the Division will schedule a pre-hearing conference after an application for hearing is filed.

- a. Is
- b. Is not
- c. Should be
- d. Can be

138. The purpose of this conference is to permit the parties to discuss the claim \_\_\_\_\_ with an ALJ. The ALJ will attempt to have the parties identify conceded and disputed issues and to encourage the parties to agree on exhibits which may be introduced at a hearing.

- a. Prudently
- b. Thoroughly
- c. Formally
- d. Informally

139. At a pre-hearing conference it is often possible for the parties to come to an agreement that will \_\_\_\_\_ the need for a hearing.

- a. Eliminate
- b. Diminish
- c. Expedite
- d. Prompt

140. Formal hearings are held with an ALJ. These are semi-judicial proceedings. Witnesses are sworn in before testifying as in a court room. The parties have a right to:

- a. Present their own witnesses
- b. Cross-examine witnesses presented by other parties
- c. a OR b
- d. None of the above

141. Exhibits of documents and reports are entered into the formal hearing record. A court reporter records all testimony. Hearings generally result in \_\_\_\_\_.

- a. Payment of some of the claim
- b. Payment of all of the claim
- c. Dismissal of the application
- d. a, b, OR c

142. Which one of the following is INCORRECT when preparing for a hearing:

- a. As soon as possible after the notice of hearing is received contact necessary witnesses and arrange to have them attend the hearing .
- b. The Division may not receive evidence about an employee's loss of earning capacity unless notice of the intention to present this evidence and the name of the expert witness is given at least 90 days before the hearing.
- c. Employees must file with the Division and the insurance carrier's attorney certified medical reports (WKC-16B) and a medical treatment statement (WKC-3-E) at least 15 days before the hearing.
- d. Postponement requests must be submitted in writing to the Division within seven days after the notice was issued with copies to all other parties.

143. Failure to appear at a hearing as scheduled may not result in a dismissal of the application or a decision by default.

- a. True
- b. False

### **What Do I Do If My Employer Does Not Have Insurance?**

144. If your injury/illness occurred on or after \_\_\_\_\_ you may file a claim for worker's compensation benefits through the Uninsured Employers Fund (UEF).

- a. July 1, 1998
- b. July 1, 2000
- c. July 1, 1996
- d. July 1, 2008

145. The UEF pays worker's compensation benefits on valid worker's compensation claims filed by employees who are injured while working for illegally \_\_\_\_\_ Wisconsin employers. When a compensable claim is filed, the UEF pays the injured employee worker's compensation benefits as though the uninsured employer had been insured.

- a. Uninsured
- b. Insured
- c. Underinsured
- d. None of the above

146. To file a claim, an injured worker must:

- a. Complete an Uninsured Employers Fund Claim Application
- b. Provide the required documentation (such as copies of relevant payroll checks, check stubs, bank records, wage statements, tax returns) to the department or its agent in order to determine whether the employer is liable for the injury/illness
- c. document any medical treatment, vocational rehabilitation services and other bills or expenses
- d. All of the above

147. You will be notified of the status of your claim within 14 days after receiving your completed UEF claim application. The Worker's Compensation Division or its agent will:

- a. Mail the first indemnity payment
- b. Deny the claim
- c. Provide the reason(s) that the claim is still under review
- d. All of the above

148. The Division or its agent will notify you of the status of your claim \_\_\_\_\_ from the date of the first notification that the claim is under review until the first indemnity payment is made or the claim is denied.

- a. When time allows
- b. At least once every 30 days
- c. When requested
- d. When required

149. Funds for paying benefits from the UEF are obtained from \_\_\_\_\_ assessed against employers for illegally operating a business without worker's compensation insurance.

- a. Taxes
- b. Judgments
- c. Penalties
- d. Fines

150. The penalties are \_\_\_\_\_. Additionally, uninsured employers are required to reimburse for benefit payments made by the UEF. The UEF uses aggressive collection action (including warrants, levies, garnishment and execution against property) to secure penalty assessments and reimbursement of benefits payments.

- a. Mandatory
- b. Transferable
- c. Non-negotiable
- d. a AND c

### **When Is My Employer Required to Have Worker's Compensation Insurance?**

151. One of the bedrock principles of worker's compensation is \_\_\_\_\_ coverage. That means that virtually every employee is covered. Therefore, virtually every employer has to have worker's compensation insurance.

- a. Universal
- b. Limited
- c. Absolute
- d. Complete

152. Specifically, the law defines the following as employers who must have worker's compensation insurance: The state and its municipalities, including each county, city, town, village, school district, sewer district, drainage district and other public or semi-public corporation;

Persons, except \_\_\_\_\_, who usually employ three or more employees in one or more trades, businesses, professions or occupations in one or more locations; Person, excluding farmers, who usually employ fewer than three employees, effective on the tenth day of the first month after the calendar quarter in which wages of \$500 or more were paid for services; Farmers who employ six or more employees on 20 or more days in any calendar year, effective 10 days after twentieth day of employment; Persons who purchase a worker's compensation insurance policy.

- a. Out of state employers
- b. Professional Athletes
- c. Farmers
- d. Building Inspectors

153. Universal coverage really means \_\_\_\_\_. Even out-of-state employers with employees working in Wisconsin must have a worker's compensation policy with an insurance company licensed to write worker's compensation insurance in Wisconsin.

- a. Limited benefits
- b. There are numerous exceptions
- c. Higher taxes
- d. Universal

154. If an out-of-state employer has a worker's compensation insurance policy with an insurance company not licensed to write in Wisconsin, they must obtain a policy from a Wisconsin licensed insurance company.

- a. True
- b. False

155. Universal coverage also applies to those employers who are \_\_\_\_\_ (and usually quite large) that are "self-insured". Being Self-insured means that the employer is not required to obtain worker's compensation insurance from an insurance company because they can bear the financial obligations of paying claims from their own internal resources. The Department of Workforce Development grants permission for employers to become self-insured.

- a. Corporations
- b. Tax Exempted
- c. Financially sound
- d. None of the above

### **Insurance Coverage Lookup**

156. The Wisconsin Compensation Rating Bureau (WCRB) has designed a worker's compensation insurance coverage lookup application to assist in the lookup of an employer's insurance carrier. The Coverage Lookup provides a means for employees, attorneys, health care providers and others to obtain insurance carrier claims processing information for a particular \_\_\_\_\_.

- a. Coverage
- b. Injury
- c. Illness date
- d. a, b, OR c

157. Wisconsin law requires most employers to provide workers' compensation insurance. The Coverage Lookup provides information for \_\_\_\_\_. Employer and insurance carrier information is updated weekly.

- a. Employers that have purchased a Wisconsin worker's compensation insurance policy
- b. Employers (parent companies and their subsidiaries) that have obtained State of Wisconsin approval to self-insure
- c. Employers (parent companies and their subsidiaries) that have not obtained State of Wisconsin approval to self-insure
- d. a AND b



158. The Coverage Lookup allows users to search by an accident date (\_\_\_\_\_ to present) and then by employer name or employer Federal Employer Identification Number (FEIN) or employer address to determine the insurance company that was covering the business on the date of an injury.

The Coverage Lookup can also be used to determine if an employer has a current Wisconsin worker's compensation insurance policy.

- a. October 1991
- b. April 1998
- c. June 1981
- d. July 2008

## **Injured Worker's Rights and Responsibilities**

### **Injured worker rights**

159. An injured worker may receive benefits regardless of who caused or helped cause the injury. An injured worker does not have a right to benefits if:

- a. The worker injured himself or herself intentionally
- b. The worker was injured while voluntarily participating in an off-duty activity
- c. The injury occurred during horseplay or fighting initiated by the injured worker
- d. All of the above

160. An injured worker has the right to a \_\_\_\_\_ choice of doctors licensed to practice & practicing in this state.

- a. First
- b. Second
- c. Limited
- d. a AND b

161. Any \_\_\_\_\_ doctors must be made by mutual agreement with the insurance carrier unless you have a referral from your doctor

- a. Out-of-state
- b. Third choice
- c. a AND b
- d. Unapproved

162. An injured worker does not need to get approval to go to a different doctor if:

- a. For emergency treatment
- b. Within the same partnership or clinic as the original doctor selected
- c. Upon referral from his/her original choice of doctors
- d. All of the above

## **Injured worker responsibilities**

163. An injured worker has the responsibility to submit to \_\_\_\_\_ medical or surgical treatment.

- a. Approved
- b. Authorized
- c. Standard
- d. Reasonable

164. However, an employee may refuse surgery which might \_\_\_\_\_.

- a. Endanger life
- b. Social or legal benefits
- c. Endanger limb
- d. a OR c

165. An injured worker does not have to submit to reasonable examinations scheduled by the insurance carrier (or self-insured employer).

- a. True
- b. False

166. An injured worker has the responsibility to tell the insurance carrier any time the worker's income changes.

- a. True
- b. False

167. An injured worker who has stopped working since the injury must tell the insurance carrier if the worker \_\_\_\_\_.

- a. Starts working again
- b. Has a job offer
- c. Get married
- d. a OR b

168. An injured worker has the responsibility to tell the doctors how the injury occurred and if the worker believes the injury may be work-related. If possible, an injured worker should tell the doctor \_\_\_\_\_ the doctor provides treatment.

- a. Before
- b. After
- c. While
- d. All of the above

169. An injured worker has the responsibility to tell the insurance carrier how to contact him or her.

An injured worker should contact the insurance carrier if the worker's \_\_\_\_\_ changes, so that they may be contacted when necessary.

- a. Home address,
- b. Work address
- c. Phone number
- d. All of the above

## **Steps to Setting Up a Construction Waste Reuse and Recycling Program**

### **1. Plan**

**A. Commit to reuse and recycle.** Someone with overall project authority (owner, construction manager, general contractor) must commit to recycling. He/she can issue a statement explaining that construction waste recycling is important to the project and why. (This statement can be used in many ways – in worker training materials, in news releases and other communications).

**B. Put recycling into specifications and into all contracts** – sample specification language is available at [www.wmrc.uiuc.edu](http://www.wmrc.uiuc.edu) and in this toolkit.

**C. Establish who will control the debris.** Establish one project authority, usually the construction manager or general contractor, to control all project waste, provide dumpsters and waste services for the project, and enforce recycling rules with all contractors.

### **D. Include waste reduction, reuse and recycling from the start**

a. Order materials just in time, send back extra inventory, utilize reused building materials, and consider ways you can reduce and reuse waste during construction and put these methods into contracts

b. Ask suppliers to reduce packaging, send you recyclable packaging or take packaging back

c. Discuss and encourage reduction, reuse, and recycling at pre-construction meetings

**E. Select a coordinator** – designate a staff member (typically construction project manager with the cooperation of the site superintendent) to promote and monitor the recycling program. The coordinator will educate staff and subcontractors

### **2. Identify Target Materials**

**Identify target materials at the job site that can be recovered from the waste stream -- during construction/demolition and during site preparation.** What materials are you using whose waste could be recycled? What packaging do you expect on the site? Be sure to include site preparation and land clearing debris as this can greatly impact the overall project recycling rates. Identify materials that may be able to be recycled, including:

- a. Asphalt
- b. Bricks
- h. Land-clearing debris and site-preparation debris

- |                   |                 |
|-------------------|-----------------|
| c. Cans & bottles | i. Metal        |
| d. Cardboard      | j. Office paper |
| e. Carpet and pad | k. Paper        |
| f. Concrete       | l. Wood         |
| g. Gypsum Drywall |                 |

### **3. Request for Hauling**

**Write request for proposal for waste hauling and recycling and select hauler(s).**

- A. Develop vendor list for your area. Consider allowing more than one hauler to service your site. (For example, many projects send out a separate request for proposal and have a separate hauler for scrap metal.)
- B. Write request for proposal. Ask:
- a. What materials they accept and how they must be prepared
  - b. What happens to the materials after they are collected (ask for specifics on location of markets and what your recyclables will get made into)
  - c. For documentation of recycling and trash quantities and weights provided monthly to be part of the service
  - d. For education of crews and dumpster signs to be part of the service
- C. Allow haulers to bid on (and not bid on) specific materials. For example, not all haulers have access to markets for wood recycling. You can include it as an option in your request for proposals.
- D. Select hauler(s) and make arrangements for dumpster sizes and collection.

### **4. Develop Recycling Plan**

**Write a Construction or Demolition Waste Management Plan.** Include:

- a. Description of the project and identification of the construction waste management plan manager
- b. Goal for the percentage of waste to reuse and recycle
- c. Analysis of the projected types of jobsite waste to be generated, including types and quantities
- d. Targeted materials for recycling
- e. Responsible parties for various recycling operations (calling in dumpsters, monitoring, educating, documenting)
- f. Trash and recycling service provider(s)
- g. End markets for all targeted materials for recycling
- h. Educational and Motivation plan

- i. Waste auditing procedures
- j. Documentation procedures

## 5. Make decisions on site logistics

### Make decisions on site logistics

A. Determine where to place dumpsters on site, how many what type are needed, and when. Make sure to put a trash container near recycling containers or the recycling container may become a trash container. If it is a very crowded site, you may only be able to fit dumpsters for those materials being generated in the largest quantity. Throughout the project, consider what scrap materials will be generated and order dumpsters accordingly.

B. Determine how to move recyclables and trash around the site. How will the trash and recyclables get into the correct containers? Who is responsible?

## 6. Monitor

**Monitor.** Periodically check the containers to ensure that the proper materials are going into them. If problems exist, find the person or people responsible and instruct them on how to properly participate.

## 7. Educate and train

### Educate and train

- A. Make sure that **every new person that comes onto the site is educated about the recycling program.** Include waste into your training program. The best way to educate crews is verbally. Educate them before or right when they come onto the site. Provide a one-page handout to crews as a reminder of separation requirements.
- B. **Set aside time to explain the program to all of the subcontractors at the site,** and instill in them that is their responsibility to ensure that their laborers participate.
- C. **Bring up waste management at every job site meeting.** Reminders are important. Provide feedback to workers.
- D. Post **clear signs.** It is essential to the success of the recycling program that each dumpster is clearly marked. Your hauler may help provide signs.
- E. You can create a **sign for the fence** that promotes success in the program to the public and reminds crews every time they come onto the site that yours is a recycling site. Tracking month-by-month progress can help to motivate crews to reach your recycling goals.

## 8. Document

### Document

- A. If you want to document all of the trash and recyclables that your construction project generated, track materials taken off site. This form can be submitted monthly with payment requests or the site superintendent can note materials taken off site and fill out the form with crews.

- B. Ask haulers to provide you with records, at least monthly, of how much material is being removed, by weight and volume, at what cost. You may need to use conversion numbers.
- C. Provide these numbers to the owner, architect, contractors, and others on an ongoing basis throughout the project.

**9. Make Adjustments**

**Make Adjustments**

Obtain contamination reports from haulers and communicate regularly with the haulers to find out how your crews are doing. Provide this information to your crews. Do a final analysis which tells you whether you saved money or spent extra in disposal costs by recycling and tells you exactly how many tons and cubic yards of resources you saved. Evaluate the program and make it even better next time!

**10. Celebrate Success**

**Celebrate Success**

Promote success in the program to managers, subcontractors, clients and the public. For example, one contractor took his employees on a company-sponsored fishing trip with the funds from recycling steel.



**Questions**

170. He/she can issue a statement explaining that construction waste recycling is important to the project and why. In which of the following ways can this statement be used:

- a. In worker training materials
- b. In news releases and other communications
- c. For school “write-offs”
- d. a and b only

**Plan. Questions 2-6: Match the following steps with the appropriate description:**

171. Someone with overall project authority (owner, construction manager, general contractor) must commit to recycling. He/she can issue a statement explaining that construction waste recycling is important to the project and why. (This statement can be used in many ways – in worker training materials, in news releases and other communications).

- a. Commit to reuse and recycle
- b. Put recycling into specifications and into all contracts
- c. Establish who will control the debris
- d. Include waste reduction, reuse, and recycling from the start

172. Order materials just in time, send back extra inventory, utilize reused building materials, consider ways you can reduce and reuse waste during construction and put these methods into contracts; Ask suppliers to reduce packaging, send you recyclable packaging or take packaging back; Discuss and encourage reduction, reuse and recycling at pre-construction meetings.

- a. Commit to reuse and recycle
- b. Put recycling into specifications and into all contracts
- c. Establish who will control the debris
- d. Include waste reduction, reuse, and recycling from the start

173. Sample specification language is available at [www.wmrc.uiuc.edu](http://www.wmrc.uiuc.edu) and in this toolkit.

- a. Commit to reuse and recycle
- b. Put recycling into specifications and into all contracts
- c. Establish who will control the debris
- d. Include waste reduction, reuse, and recycling from the start

174. Establish one project authority, usually the construction manager or general contractor, to control all project waste, provide dumpsters and waste services for the project, and enforce recycling rules with all contractors.

- a. Commit to reuse and recycle
- b. Put recycling into specifications and into all contracts
- c. Establish who will control the debris
- d. Include waste reduction, reuse, and recycling from the start

175. Designate a staff member (typically construction project manager with the cooperation of the site superintendent) to promote and monitor the recycling program. The coordinator will educate staff and subcontractors.

- a. Select a coordinator
- b. Put recycling into specifications and into all contracts
- c. Establish who will control the debris
- d. Include waste reduction, reuse, and recycling from the start

176. Which one of the following is not on the list of commonly recycled materials:

- a. Asphalt
- b. Bricks
- c. Cans & bottles
- d. Asbestos Containing Material

177. Which one of the following is also not on the list of commonly recycled materials:

- a. Special Handling Materials
- b. Cardboard
- c. Concrete
- d. Gypsum Drywall

178. Which one of the following is also not on the list of commonly recycled materials:

- a. Land-clearing debris
- b. Toxic/hazardous materials
- c. Office paper
- d. Carpet and pad

**Request for Hauling.**

179. Develop \_\_\_\_\_ list for your area. Consider allowing more than one hauler to service your site. (For example, many projects send out a separate request for proposal and have a separate hauler for scrap metal.)

- a. To-do
- b. Master
- c. Vendor
- d. Check

180. Which of the following questions are helpful when writing a proposal request:

- a. What materials do they accept and how they must be prepared?
- b. What happens to the materials after they are collected (ask for specifics on location of markets and what your recyclables will get made into)?
- c. Will documentation of recycling and trash quantities and weights provided monthly to be part of the service?
- d. All of the above

181. Allow haulers to bid on (and not bid on) \_\_\_\_\_ materials. For example, not all haulers have access to markets for wood recycling. You can include it as an option in your request for proposals.

- a. Specific
- b. Specialty
- c. Demolition
- d. Domestic

**Develop Recycling Plan.**

182. Which one of the following should NOT be included in a construction or demolition waste management plan:

- a. Description of the project and identification of the construction waste management plan manager
- b. Goal for the percentage of waste to reuse and recycle
- c. Analysis of the projected types of jobsite waste to be generated, including types and quantities
- d. Targeted materials for resale



183. Determine where to place dumpsters on site, how many what type are needed, and when. *Make sure to put a trash container near recycling containers or the recycling container may become a \_\_\_\_ container.* If it is a very crowded site, you may only be able to fit dumpsters for those materials being generated in the largest quantity. Throughout the project, consider what scrap materials will be generated and order dumpsters accordingly.

- a. Tank
- b. Trash
- c. Ventilated
- d. Bulk

**Monitor.**

184. Periodically check the containers to ensure that the \_\_\_\_ materials are going into them. If problems exist, find the person or people responsible and instruct them on how to properly participate.

- a. Proper
- b. Specialty
- c. Demolition
- d. Domestic

**Educate and train.**

185. Make sure that **every \_\_\_\_ person that comes onto the site is educated about the recycling program.** Include waste into your training program. The best way to educate crews is verbally. Educate them before or right when they come onto the site. Provide a one-page handout to crews as a reminder of separation requirements.

- a. Other
- b. Related
- c. Staff
- d. New

186. **Set aside time to explain the program to all of the subcontractors at the site,** and instill in them that is their \_\_\_\_ to ensure that their laborers participate.

- a. Responsibility
- b. Right
- c. Job
- d. Duty

187. **Bring up waste management at \_\_\_\_ job site meeting(s).** Reminders are important. Provide feedback to workers.

- a. Most
- b. Yearly
- c. Every
- d. None of the above

188. Post \_\_\_\_ **signs**. It is essential to the success of the recycling program that each dumpster is clearly marked. Your hauler may help provide signs.

- a. Numerous
- b. Ambiguous
- c. Bi-lingual
- d. Clear

189. You can create a **sign for the fence** that promotes success in the program to the public and reminds crews every time they come onto the site that yours is a recycling site. Tracking \_\_\_\_ progress can help to motivate crews to reach your recycling goals.

- a. Annual
- b. Occasional
- c. Month-by-month
- d. Any

**Document.**

190. If you want to document all of the trash and recyclables that your construction project generated, track materials taken \_\_\_\_\_. This form can be submitted monthly with payment requests or the site superintendent can note materials taken off site and fill out the form with crews.

- a. Off site
- b. Illegally
- c. By the competitor
- d. All of the above

191. Which of the following information should you request from haulers:

- a. Records (at least monthly)
- b. How much material is being removed, by weight and volume
- c. Cost of removal
- d. All of the above

**Make Adjustments.**

192. Obtain \_\_\_\_ reports from haulers and communicate regularly with the haulers to find out how your crews are doing. Provide this information to your crews. Do a final analysis which tells you whether you saved money or spent extra in disposal costs by recycling and tells you exactly how many tons and cubic yards of resources you saved. Evaluate the program and make it even better next time!

- a. Monthly
- b. Contamination
- c. Required
- d. Authorized

# Wisconsin Act 201

Date of enactment: **March 27, 2006**

**2005 Senate Bill 448** Date of publication\*: **April 10, 2006**

## 2005 WISCONSIN ACT 201

AN ACT *to create* 101.148 and 895.07 of the statutes; **relating to:** contractor notices, claims against certain contractors and suppliers of dwellings, and providing a penalty.

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

**SECTION 1.** 101.148 of the statutes is created to read:

### **101.148 Contractor notices.**

(1) DEFINITIONS. In this section:

(a) "Consumer" means a person who enters into a written or oral contract with a contractor to construct or remodel a dwelling.

(b) "Contractor" means a person who enters into a written or oral contract with a consumer to construct or remodel a dwelling.

(c) "Deliver" means any of the following:

1. Depositing the document or written notice in the U.S. mail or with a commercial delivery service, addressed to the applicable person.
2. Giving the document or written notice personally to the applicable person.

(d) "Dwelling" means any premises or portion of a premises that is used as a home or a place of residence and that part of the lot or site on which the dwelling is situated that is devoted to residential use. "Dwelling" includes other existing structures on the immediate residential premises such as driveways, sidewalks, swimming pools, terraces, patios, fences, porches, garages, and basements.

(e) "Remodel" means to alter or reconstruct a dwelling. "Remodel" does not include maintenance or repair work.

(2) NOTICE REQUIRED AT TIME OF CONTRACTING. (a) Before entering into a written contract to construct or remodel a dwelling, or, if the parties enter into an oral contract, as soon as reasonably possible, but before commencing any work to construct or remodel a dwelling, the contractor shall deliver to the consumer a copy of the brochure prepared under s. 895.07 (13) and a notice worded substantially as follows:

### NOTICE CONCERNING CONSTRUCTION DEFECTS

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your

lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

(b) The notice required under par. (a) shall be conspicuous and in writing and may be included within the contract between the contractor and the consumer.

**SECTION 2.** 895.07 of the statutes is created to read:

\* Section 991.11, WISCONSIN STATUTES 2003–04 : Effective date of acts. “Every act and every portion of an act enacted by the legislature over the governor’s partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication as designated” by the secretary of state [the date of publication may not be more than 10 working days after the date of enactment].

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**2005 Senate Bill 448**

**895.07 Claims against contractors and suppliers.**

(1) DEFINITIONS. In this section:

(a) “Action” means a civil action or arbitration under ch. 788.

(b) “Association” means a homeowner’s association, condominium association under s. 703.02 (1m), unit owner’s association, or a nonprofit corporation created to own and operate portions of a planned community that may assess unit owners for the costs incurred in the performance of the association’s obligations.

(c) “Claim” means a request or demand to remedy a construction defect caused by a contractor or supplier related to the construction or remodeling of a dwelling.

(d) “Claimant” means the owner, tenant, or lessee of a dwelling, or an association, who has standing to sue a contractor or supplier regarding a construction defect.

(e) “Construction defect,” in those cases when the contractor or supplier has provided a warranty to a consumer, means the definition of “defect” in the warranty. In all other cases, “construction defect” means a deficiency in the construction or remodeling of a dwelling that results from any of the following:

1. Defective material.
2. Violation of applicable codes.
3. Failure to follow accepted trade standards for workmanlike construction.

(f) “Consumer” means a person who enters into a written or oral contract with a contractor to construct or remodel a dwelling.

(g) “Contractor” means a person that enters into a written or oral contract with a consumer to construct or remodel a dwelling.

(h) “Dwelling” means any premises or portion of a premises that is used as a home or a place of residence and that part of the lot or site on which the dwelling is situated that is devoted to residential use. “Dwelling” includes other existing structures on the immediate residential

premises such as driveways, sidewalks, swimming pools, terraces, patios, fences, porches, garages, and basements.

(i) “Remodel” means to alter or reconstruct a dwelling.  
“Remodel” does not include maintenance or repair work.

(j) “Serve” or “service” means personal service or delivery by certified mail, return receipt requested, to the last-known address of the addressee.

(k) “Supplier” means a person that manufactures or provides windows or doors for a dwelling.

(L) “Working day” means any day except Saturday, Sunday, and holidays designated in s. 230.35 (4) (a).

**(2) NOTICE AND OPPORTUNITY TO REPAIR.** (a) Before commencing an action against a contractor or supplier regarding a construction defect, a claimant shall do all of the following:

1. No later than 90 working days before commencing the action, deliver written notice to the contractor containing a description of the claim in sufficient detail to explain the nature of the alleged defect and a description of the evidence that the claimant knows or possesses, including expert reports, that substantiates the nature and cause of the alleged construction defect.
2. Provide the contractor or supplier with the opportunity to repair or to remedy the alleged construction defect.

(b) Within 15 working days after the claimant serves notice of claim under par. (a), or within 25 working days if the contractor makes a claim for contribution from a supplier under sub. (7) (a), each contractor that has received the notice of claim shall serve on the claimant any of the following:

1. A written offer to repair or remedy the construction defect at no cost to the claimant. The offer shall include a description of any additional construction necessary to remedy the construction defect and a timetable for the completion of the construction.
2. A written offer to settle the claim by monetary payment.
3. A written offer including a combination of repairs and monetary payment.
4. A written statement that the contractor rejects the claim. The contractor shall state in the written response to the claim the reason for rejecting the claim and include a comprehensive description of all evidence the contractor knows or possesses, including expert reports, that substantiates the reason for rejecting the claim. The contractor shall also include in the written response to the claim any settlement offer received from a supplier.
5. A proposal for inspection of the dwelling under par. (c).

(c) If a proposal for inspection is made under par. (b), the claimant shall, within 15 working days of receiving the contractor’s proposal, provide the contractor and any supplier on whom a contribution claim has been made and its agents, experts, and consultants reasonable access to the dwelling to inspect the dwelling, document any alleged construction defects, and perform any testing required to evaluate fully the nature, extent, and cause of the claimed construction defects and the nature and extent of any repairs or replacements that may be necessary to remedy them. If destructive testing is required, the contractor shall deliver the claimant and all persons on whom a notice of claim or contribution claim has been served advance notice of the testing at least 5 working days before commencement of the testing and

shall, after completion of the testing, return the dwelling to its pre-testing condition within a reasonable time after completion of the testing, at the contractor's expense. If any inspection or testing reveals a condition that requires additional testing to allow the contractor to evaluate fully the nature, cause, and extent of the construction defect, the contractor shall deliver notice to the claimant and all persons on whom a notice of claim or contribution claim has been served of the need for the additional testing and

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**2005 Senate Bill 448** the claimant shall provide reasonable access to the dwelling.

If a claim is asserted on behalf of the owners of multiple dwellings, then the contractor shall be entitled to inspect each of the dwellings subject to the claim. The claimant shall either provide a specific day for the inspection upon reasonable notice for an inspection or require the contractor to request in writing a date for the inspection, at least 3 working days before the inspection.

(d) Within 10 working days following completion of the inspection and testing under par. (c), the contractor shall serve on the claimant a notice that includes any of the offers or statements under par. (b) 1. to 4.

(e) If the claimant rejects a settlement offer made by the contractor, the claimant shall, within 15 working days after receiving the offer, serve written notice of that rejection to the contractor. The notice shall include the reasons for the claimant's rejection of the contractor's offer.

If the claimant believes that the settlement offer omits reference to any portion of the claim, or was unreasonable, the claimant's written notice shall include those items that the claimant believes were omitted and set forth the reasons why the claimant believes the settlement offer is unreasonable. The contractor shall deliver the claimant's response to a supplier upon whom a contribution claim has been made.

(f) Upon receipt of a claimant's rejection and the reasons for the rejection, the contractor shall, within 5 working days after receiving the rejection, serve the claimant a written supplemental offer to repair or to remedy the construction defect or serve on the claimant written notice that no additional offer will be made.

(g) If the claimant rejects the supplemental offer made by the contractor under par. (f) to remedy the construction defect or to settle the claim by monetary payment or a combination of each, the claimant shall serve written notice of the claimant's rejection on the contractor within 15 working days after receipt of the supplemental offer. The notice shall include the reasons for the claimant's rejection of the contractor's supplemental settlement offer. If the claimant believes the contractor's supplemental settlement offer is unreasonable, the claimant shall set forth the reasons why the claimant believes the supplemental settlement offer is unreasonable. If the contractor declines to make a supplemental offer, or if the claimant rejects the supplemental offer, the claimant may bring an action against the contractor for the claim described in the notice of claim without further notice.

(h) If a claimant accepts any offer made under this subsection, and the contractor or supplier does not proceed to repair or remedy the construction defect under the terms of the offer or within the agreed upon timetable, the claimant may bring an action against the contractor or supplier for the claim described in the notice of claim without further notice.

(i) If a claimant accepts a contractor's offer to repair a construction defect described in a notice of claim, the claimant shall provide the contractor and its agents, experts, and consultants reasonable access to the dwelling to perform and complete the construction by the timetable stated in the settlement offer.

(j) If a claimant receives a written statement that the contractor rejects the claim, or if the contractor does not respond to the claimant's notice, the claimant may bring an action against the contractor for the claim described in the notice of claim without further notice.

(k) If a claimant commences an action against a supplier and the supplier has not been provided notice of the claim by the contractor and an opportunity to repair or remedy the construction defect described in the claim as provided under to sub.

(7), the court or arbitrator shall dismiss without prejudice or stay the action until the claimant serves the supplier with a copy of the notice of claim and provides the supplier an opportunity to repair or remedy the construction defect in the same manner as provided a contractor under this section.

**(3) ACTION; DISMISSAL WITHOUT PREJUDICE.** If the claimant commences an action but fails to comply with the requirements of sub. (2) (a) and the contractor or supplier establishes that the claimant was provided the notice and brochure under s. 101.148 (2), the circuit court or arbitrator shall dismiss the action without prejudice. If the claimant commences an action but fails to comply with the requirements of sub. (2) (a) and the contractor or supplier cannot establish that the notice and brochure was delivered to the claimant under s. 101.148 (2), the circuit court or arbitrator shall stay the action and order the parties to comply with the requirements of sub. (2) (a) and s. 101.148 (2). Before commencing an action against a supplier seeking contribution for a claim that a claimant has served on a contractor, the contractor shall serve the supplier with a notice of contribution claim under sub.

(7). If the contractor commences an action against a supplier but fails to serve the notice of contribution claim, the circuit court or arbitrator shall stay the action until the contractor has complied with the requirements of this subsection and sub. (7).

**(4) WARRANTY TERMS.** The claimant and contractor or supplier are bound by any contractor or supplier warranty terms pertaining to products or services supplied for the dwelling.

**(5) ADDITIONAL CONSTRUCTION DEFECTS AND NOTICE AND OPPORTUNITY TO REPAIR.** A construction defect that is discovered after an initial claim or contribution claim notice has been provided may not be alleged in an action until the claimant or contractor has served the contractor or supplier written notice of the new claim or contribution claim regarding the alleged new construction defect.

The contractor or supplier shall have an opportunity to

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**2005 Senate Bill 448** resolve the notice of the new claim or contribution claim in the manner provided in subs. (2) and (7).

**(6) ACTION OF CONTRACTOR OR SUPPLIER.** In any action initiated by a contractor or supplier in which a claimant raises an affirmative defense or counterclaim alleging a construction defect, the claimant is not required to comply with this section.

**(7) CONTRIBUTION.** (a) Before commencing an action seeking contribution from a supplier for a claim that a claimant makes against the contractor, the contractor shall serve the supplier with a written notice of the claimant's claim and a contribution claim within 5 working days after the contractor's receipt of the claim, except that a contractor may make a contribution claim later than 5 days after the contractor's receipt of the initial claim if the contractor has not done any of the following:

1. Taken any action to repair the defect.
2. Performed destructive testing.
3. Authorized the claimant to take any action to repair the defect.
4. Interfered materially with or altered the property that is the subject of the claim.
5. Materially precluded a supplier's ability to offer to remedy the defect by making repairs.

(b) Before commencing an action against a supplier, a contractor shall provide the supplier with the opportunity to respond to the contribution claim and repair the alleged construction defect under this section. The notice of contribution claim shall state that the contractor asserts a construction defect claim. The notice of contribution claim shall describe the contribution claim in sufficient detail to explain the nature of the alleged construction defect and shall offer the opportunity to correct the construction defect. The contractor shall include in the notice of claim a description of the alleged construction defect and include a comprehensive description of all evidence that the contractor knows or possesses, including expert reports, that substantiates the nature and cause of the alleged construction defect.

(c) Within 15 working days after a supplier has received notice that a contractor is seeking contribution under par. (a), the supplier shall serve the contractor with any of the following:

1. A written offer to remedy fully or partially the construction defect at no cost to the claimant. The offer shall include a description of any additional construction necessary to remedy the construction defect and a timetable for the completion of the construction.
2. A written offer to settle the claim by monetary payment.
3. A written offer including a combination of repairs and monetary payment.
4. A written statement that the supplier rejects the claim. The supplier shall state in the written response to the claim the reason for rejecting the claim and include a comprehensive description of all evidence the supplier knows or possesses, including expert reports, that substantiates the reason for rejecting the claim.
5. A proposal for the inspection of the dwelling, following the procedures under par. (e).

(d) The contractor shall forward the supplier's response to the claimant. The supplier and contractor shall use their best efforts to coordinate their responses to claims and contribution claims.

(e) If a supplier proposes to inspect the dwelling that is the subject of the contribution claim, the contractor and claimant shall, within 15 working days after receiving the supplier's proposal, provide the supplier and its agents, experts, and consultants reasonable access to the dwelling to inspect the dwelling, document any alleged construction defects, and perform any testing required to evaluate fully the nature, extent, and cause of the claimed construction defects and the nature and extent of any repairs or replacements that may be necessary to remedy them. If destructive testing is required, the supplier shall give the contractor and claimant and all persons on whom a notice of claim or contribution claim has been served



advance notice of the testing at least 5 working days before commencement of the testing and shall, after completion of the testing, return the dwelling to its pre-testing condition within a reasonable time after completion of the testing, at the supplier's expense. If any inspection or testing reveals a condition that requires additional testing to allow the supplier to evaluate fully the nature, cause, and extent of the construction defect, the supplier shall provide notice to the contractor and claimant and all persons on whom a notice of claim or contribution claim has been served of the need for the additional testing and the contractor and claimant shall provide reasonable access to the dwelling. If a claim is asserted on behalf of the contractor of multiple dwellings, then the supplier shall be entitled to inspect each of the dwellings. The contractor and claimant shall provide a specific day for the inspection upon reasonable notice for an inspection or require the supplier to request in writing a date for the inspection, at least 3 working days before the inspection.

(f) Within 10 working days following completion of the inspection and testing under par. (e), the supplier shall serve on the contractor a notice that includes any of the offers or statements under par. (c) 1. to 4.

(g) If the contractor rejects a settlement offer made by the supplier, the contractor shall, within 15 working days after receiving the offer, send written notice of that rejection to the supplier. The notice shall include the reasons for the contractor's rejection of the supplier's offer. If the contractor believes that the settlement offer omits reference to any portion of the claim, or was unreasonable, the contractor's written notice shall include those items that the contractor believes were omitted and set forth the reasons why the contractor believes the settlement offer is unreasonable.

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(h) Upon receipt of a contractor's rejection and the reasons for the rejection, the supplier shall, within 5 working days of receiving the rejection, make a supplemental offer of repair or monetary payment to the contractor or serve on the contractor written notice that no additional offer will be made.

(i) If the contractor rejects the supplemental offer made by the supplier to remedy the construction defect or to settle the claim by monetary payment or a combination of each, the contractor shall, within 15 working days after receiving the offer, serve written notice of the contractor's rejection on the supplier. The notice shall include the reasons for the contractor's rejection of the supplier's supplemental settlement offer. If the contractor believes the supplier's supplemental settlement offer is unreasonable, the contractor shall set forth the reasons why the contractor believes the supplemental settlement offer is unreasonable. If supplier declines to make a supplemental offer, or if the contractor rejects the supplemental offer, the contractor may bring an action against the supplier for the claim described in the notice of claim without further notice.

(j) If a contractor accepts any offer made under this subsection, and the supplier does not proceed to make the monetary payment or remedy the construction defect within the agreed upon timetable, the contractor may bring an action against the supplier for the claim described in the notice of claim without further notice. The contractor may also file the supplier's offer and contractor's acceptance in the circuit court action, and the offer and acceptance create a rebuttable presumption that a binding and valid settlement agreement has been created and should be enforced by the court.

(k) If a contractor accepts a supplier's offer to repair a construction defect described in a notice of claim, the contractor, when appropriate, and the claimant shall provide the supplier and its agents, experts, and consultants reasonable access to the dwelling to perform and complete the construction by the timetable stated in the settlement offer.

(L) If a contractor receives a written statement that the supplier rejects the claim, or if the supplier does not respond to the contractor's notice, the contractor may bring an action against the supplier for the claim described in the notice of claim without further notice.

(m) A contractor who is seeking contribution from a supplier and who elects to inspect a dwelling under sub.

(2) (b) shall serve the supplier written notice of the inspection date and dwelling address, and whether destructive testing is contemplated, at least 5 working days before the inspection.

**(8) FAILURE TO RESPOND TO NOTICE.** If a person fails to timely respond to any notice served in a manner required under this section, then any offer made in that notice is rejected.

**(9) LIMITATION PERIOD.** If, during the pendency of the notice, inspection, offer, acceptance, or repair process, an applicable limitation period would otherwise expire, the limitation period is tolled pending completion of the notice of claim process described in this section. This subsection shall not be construed to revive a limitation period that has expired before the date on which a claimant's written notice of claim is served or extend any applicable statute of repose.

**(10) ALTERATION OF PROCEDURE.** After service of the initial notice of claim and initial contribution claim, a claimant, a contractor, and a supplier may, by written mutual agreement, alter the procedure for the notice of claim process described in this section.

**(11) APPLICATION TO OTHERS.** This section does not apply to a contractor's or supplier's right to seek contribution, indemnity, or recovery against any party other than a supplier for a claim made against a contractor or supplier.

**(12) HOMEOWNER REPAIRS.** Without giving notice under this section, a homeowner may make immediate repairs to a dwelling to protect the health or safety of its occupants.

**(13) BROCHURE.** The department of commerce shall prepare a brochure explaining the process under this section and shall provide that brochure to contractors.

**SECTION 3.0 Initial applicability.**

(1) This act first applies to actions commenced on the effective date of this subsection.

**SECTION 4.0 Effective date.**

(1) This act takes effect on the first day of the 6<sup>th</sup> month beginning after publication.

## Questions

### DEFINITIONS.

193. \_\_\_\_\_ means a person who enters into a written or oral contract with a contractor to construct or remodel a dwelling.

- a. Buyer
- b. Consumer
- c. Supplier
- d. Provider

194. \_\_\_\_\_ means a person who enters into a written or oral contract with a consumer to construct or remodel a dwelling.

- a. Contractor
- b. Inspector
- c. Supplier
- d. Provider

195. “Delivers” means which of the following:

- a. Depositing the document or written notice in the U.S. mail or with a commercial delivery service, addressed to the applicable person.
- b. Giving the document or written notice personally to the applicable person.
- c. Either a or b
- d. Neither a or b

196. \_\_\_\_\_ means any premises or portion of a premises that is used as a home or a place of residence and that part of the lot or site on which the dwelling is situated that is devoted to residential use.

- a. House
- b. Building
- c. Residence
- d. Dwelling

197. “Dwelling” includes other existing structures on the immediate residential premises such as:

- a. Driveways and sidewalks
- b. Swimming pools and terraces
- c. Patios, fences, porches, garages, and basements
- d. All of the above

198. \_\_\_\_\_ means to alter or reconstruct a dwelling. \_\_\_\_\_ does not include maintenance or repair work.

- a. Modify
- b. Remodel
- c. Modernize
- d. Refashion

199. NOTICE REQUIRED AT TIME OF CONTRACTING. Before entering into a written contract to construct or remodel a dwelling, or, if the parties enter into an oral contract, as soon as reasonably possible, but before \_\_\_\_\_ any work to construct or remodel a dwelling, the contractor shall deliver to the consumer a copy of the brochure prepared under s. 895.07 (13) and a notice worded substantially as follows: NOTICE CONCERNING CONSTRUCTION DEFECTS

- a. Completing
- b. Authorizing
- c. Implementing
- d. Commencing

200. Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to \_\_\_\_\_ the alleged construction defects.

- a. Make an offer to repair
- b. Remedy
- c. a OR b
- d. Neither a or b

201. You are not \_\_\_\_\_ to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

- a. Obligated
- b. Expected
- c. Required
- d. None of the above

895.07 Claims against contractors and suppliers.  
DEFINITIONS.

202. Construction defect in those cases when the contractor or supplier has provided a warranty to a consumer, means the definition of “defect” in the warranty. In all other cases, “construction defect” means a deficiency in the construction or remodeling of a dwelling that results from which of the following:

- a. Defective material.
- b. Violation of applicable codes.
- c. Failure to follow accepted trade standards for workmanlike construction.
- d. All of the above

203. \_\_\_\_\_ means personal service or delivery by certified mail, return receipt requested, to the last-known address of the addressee.

- a. Serve
- b. Service
- c. a OR b
- d. Neither a or b

204. Supplier means a person that \_\_\_\_\_ windows or doors for a dwelling.

- a. Manufactures
- b. Provides
- c. Repairs
- d. a OR b

205. NOTICE AND OPPORTUNITY TO REPAIR.

Before commencing an action against a contractor or supplier regarding a construction defect, a claimant shall do all of the following:

No later than \_\_\_\_\_ working days before commencing the action, deliver written notice to the contractor containing a description of the claim in sufficient detail to explain the nature of the alleged defect and a description of the evidence that the claimant knows or possesses, including expert reports, that substantiates the nature and cause of the alleged construction defect.

- a. 90
- b. 60
- c. 30
- d. 15

206. Within 15 working days after the claimant serves notice of claim under par. (a), or within 25 working days if the contractor makes a claim for contribution from a supplier under sub. (7) (a), each contractor that has received the notice of claim shall serve on the claimant which of the following:

- a. A written offer to repair or remedy the construction defect at no cost to the claimant. The offer shall include a description of any additional construction necessary to remedy the construction defect and a timetable for the completion of the construction.
- b. A written offer to settle the claim by monetary payment.
- c. A written offer including a combination of repairs and monetary payment.
- d. Any of the above

207. A written statement that the contractor rejects the claim. The contractor shall state in the written response to the claim the reason for rejecting the claim and include a(n) \_\_\_\_\_ description of all evidence the contractor knows or possesses, including expert reports, that substantiates the reason for rejecting the claim. The contractor shall also include in the written response to the claim any settlement offer received from a supplier.

- a. Accurate
- b. Comprehensive
- c. Educated
- d. Clear

208. A proposal for inspection of the dwelling under par. (c). If a proposal for inspection is made under par. (b), the claimant shall, within 15 working days of receiving the contractor's proposal, provide the contractor and any supplier on whom a contribution claim has been made and its \_\_\_\_\_ reasonable access to the dwelling to inspect the dwelling, document any alleged construction defects, and perform any testing required to evaluate fully the nature, extent, and cause of the claimed construction defects and the nature and extent of any repairs or replacements that may be necessary to remedy them.

- a. Agents
- b. Experts
- c. Consultants
- d. All of the above

209. If \_\_\_\_\_ testing is required, the supplier shall give the contractor and claimant and all persons on whom a notice of claim or contribution claim has been served advance notice of the testing at least 5 working days before commencement of the testing and shall, after completion of the testing, return the dwelling to its pre- testing condition within a reasonable time after completion of the testing, at the supplier's expense.

- a. Additional
- b. Destructive
- c. Post
- d. Pre

210. If any inspection or testing reveals a condition that requires additional testing to allow the supplier to evaluate fully the \_\_\_\_\_ of the construction defect, the supplier shall provide notice to the contractor and claimant and all persons on whom a notice of claim or contribution claim has been served of the need for the additional testing and the contractor and claimant shall provide reasonable access to the dwelling.

- a. Nature
- b. Cause
- c. Extent
- d. All of the above

211. If a claim is asserted on behalf of the contractor of multiple dwellings, then the supplier shall be entitled to inspect each of the dwellings. The contractor and claimant shall provide a specific day for the inspection upon reasonable notice for an inspection or require the supplier to request in writing a date for the inspection, at least \_\_\_\_\_ working days before the inspection.

- a. 3
- b. 7
- c. 10
- d. 15

212. If the claimant \_\_\_\_\_ a settlement offer made by the contractor, the claimant shall, within 15 working days after receiving the offer, serve written notice of that rejection to the contractor.

- a. Accepts
- b. Refuses
- c. Modifies
- d. Rejects

213. If the claimant believes that the settlement offer \_\_\_\_\_ the claimant's written notice shall include those items that the claimant believes were omitted and set forth the reasons why the claimant believes the settlement offer is unreasonable.

- a. Omits reference to any portion of the claim
- b. Was unreasonable
- c. a OR b
- d. Neither a or b

214. Upon \_\_\_\_\_ of a claimant's rejection and the reasons for the rejection, the contractor shall, within 5 working days after receiving the rejection, serve the claimant a written supplemental offer to repair or to remedy the construction defect or serve on the claimant written notice that no additional offer will be made.

- a. Knowledge
- b. Receipt
- c. Notice
- d. Awareness

215. If \_\_\_\_\_, the claimant may bring an action against the contractor for the claim described in the notice of claim without further notice.

- a. The contractor declines to make a supplemental offer
- b. The claimant rejects the supplemental offer
- c. Neither a or b
- d. a OR b

216. If a claimant accepts any offer made under this subsection, and the contractor or supplier does not \_\_\_\_\_, the claimant may bring an action against the contractor or supplier for the claim described in the notice of claim without further notice.

- a. Proceed to repair or remedy the construction defect under the terms of the offer
- b. (Make the changes) Within the agreed upon timetable
- c. a OR b
- d. Neither a or b

217. ACTION; DISMISSAL WITHOUT PREJUDICE. If the claimant commences an action but fails to comply with the requirements of sub. (2) (a) and the contractor or supplier establishes that the claimant was provided the notice and brochure under s. 101.148 (2), the \_\_\_\_\_ shall dismiss the action without prejudice.

- a. Circuit court
- b. Arbitrator
- c. Federal Court
- d. a OR b

218. If the claimant commences an action but fails to comply with the requirements of sub. (2) (a) and the contractor or supplier cannot establish that the \_\_\_\_\_ was delivered to the claimant under s. 101.148 (2), the circuit court or arbitrator shall stay the action and order the parties to comply with the requirements of sub. (2) (a) and s. 101.148 (2).

- a. Notice
- b. Brochure
- c. Directive
- d. a AND b

219. ADDITIONAL CONSTRUCTION DEFECTS AND NOTICE AND OPPORTUNITY TO REPAIR. A construction defect that is discovered \_\_\_\_\_ an initial claim or contribution claim notice has been provided may not be alleged in an action until the claimant or contractor has served the contractor or supplier written notice of the new claim or contribution claim regarding the alleged new construction defect.

- a. Before
- b. After
- c. During
- d. While

220. ACTION OF CONTRACTOR OR SUPPLIER. In any action initiated by a contractor or supplier in which a claimant raises an affirmative defense or counterclaim alleging a construction defect, the claimant is \_\_\_\_\_ to comply with this section.

- a. Required
- b. Not required
- c. Obligated
- d. None of the above

221. CONTRIBUTION. Before commencing an action seeking contribution from a supplier for a claim that a claimant makes against the contractor, the contractor shall serve the supplier with a written notice of the claimant's claim and a contribution claim within 5 working days after the contractor's receipt of the claim, except that a contractor may make a contribution claim later than 5 days after the contractor's receipt of the initial claim if the contractor has not done which of the following:

- a. Taken any action to repair the defect.
- b. Performed destructive testing.
- c. Interfered materially with or altered the property that is the subject of the claim.
- d. Any of the above



222. The notice of contribution claim shall describe the contribution claim in \_\_\_\_\_ detail to explain the nature of the alleged construction defect and shall offer the opportunity to correct the construction defect.

- a. Sufficient
- b. Actual
- c. Specific
- d. Extensive

223. Within 15 working days after a supplier has received notice that a contractor is seeking contribution under par. (a), the supplier shall serve the contractor with which of the following:

- a. A written offer to remedy fully or partially the construction defect at no cost to the claimant. The offer shall include a description of any additional construction necessary to remedy the construction defect and a timetable for the completion of the construction.
- b. A written offer to settle the claim by monetary payment or a written offer including a combination of repairs and monetary payment.
- c. A written statement that the supplier rejects the claim. The supplier shall state in the written response to the claim the reason for rejecting the claim and include a comprehensive description of all evidence the supplier knows or possesses, including expert reports, that substantiates the reason for rejecting the claim.
- d. Any of the above

224. FAILURE TO RESPOND TO NOTICE. If a person fails to timely respond to any notice served in a manner required under this section, then any offer made in that notice is

\_\_\_\_\_

- a. Rejected
- b. Approved
- c. Permitted
- d. Honored

225. LIMITATION PERIOD. If, during the pendency of the \_\_\_\_\_ process, an applicable limitation period would otherwise expire, the limitation period is tolled pending completion of the notice of claim process described in this section. This subsection shall not be construed to revive a limitation period that has expired before the date on which a claimant's written notice of claim is served or extend any applicable statute of repose.

- a. Notice or inspection
- b. Offer or acceptance
- c. Repair
- d. a, b. OR c

226. ALTERATION OF PROCEDURE. After service of the initial notice of claim and initial contribution claim, a may, by written mutual agreement, alter the procedure for the notice of claim process described in this section.

- a. Claimant
- b. Contractor
- c. Supplier
- d. Any of the above

227. APPLICATION TO OTHERS. This section does not apply to a contractor's or supplier's right to seek \_\_\_\_\_ against any party other than a supplier for a claim made against a contractor o supplier.

- a. Contribution
- b. Indemnity
- c. Recovery
- d. a, b, OR c

228. HOMEOWNER REPAIRS. Without giving notice under this section, a homeowner may make \_\_\_\_\_ repairs to a dwelling to protect the health or safety of its occupants.

- a. Unapproved
- b. Uniform
- c. Immediate
- d. Suggested

## UDC Code

### **Comm 21.01: Loads and Materials**

229. Every dwelling shall be designed and constructed to support the actual dead load, live loads and wind loads acting upon it without \_\_\_\_\_ the allowable stresses of the material.

- a. Shifting
- b. Varying
- c. Changing
- d. Exceeding

230. The construction of buildings and structures shall result in a system that provides a complete \_\_\_\_\_ capable of transferring all loads from point of origin through the load-resisting elements to the foundation.

- a. Short path
- b. Load path
- c. Non-load path
- d. Non-continuous load path

231. Every dwelling shall be designed and constructed to support the \_\_\_\_\_ weight of all components and materials.

- a. Anticipated
- b. Actual
- c. Expected
- d. Probable

232. Earth-sheltered dwellings shall be designed and constructed to support the actual weight of all \_\_\_\_\_ loads.

- a. Soil
- b. Hydrostatic
- c. Building
- d. Live

233. Dwellings shall be designed and constructed to withstand a horizontal and uplift pressure of \_\_\_\_\_ pounds per square foot acting over the surface area.

- a. 5
- b. 10
- c. 20
- d. 30

234. Roof framing members spanning more than 6 feet measured from the outermost edge of the roof shall be \_\_\_\_\_ fastened to the top plate of load bearing walls using engineered clips, straps or hangers.

- a. Firmly
- b. Securely
- c. Temporarily
- d. Permanently

235. All dwellings shall be designed by the method of \_\_\_\_\_ or the method of accepted practice specified in each part of this code.

- a. Elasticity theory approach
- b. Mechanics of materials approach
- c. Finite element approach
- d. Structural analysis

236. The cumulative effects of \_\_\_\_\_ loads, such as snow, shall be considered in determining duration of load.

- a. Short-time
- b. Long-time
- c. Live
- d. Active

237. Reused lumber shall be considered to have a \_\_\_\_\_ of load factor of 0.90.

- a. Sum
- b. Amount
- c. Interval
- d. Duration

**Comm 21.03: Exits, doors and hallways**

238. Exits from the first floor. Except as allowed under par. (h), every dwelling unit shall be provided with \_\_\_\_\_ exit door (s) accessible from the first floor.

- a. At least one
- b. At least two
- c. Several
- d. Swing

239. At least one of the exits shall discharge to grade.

- a. True
- b. False

240. A(n) \_\_\_\_\_ exit may discharge into an attached garage provided the garage has an exit door that discharges to grade.

- a. Additional
- b. Emergency
- c. Street
- d. None of the above

241. For exiting through an attached garage, the \_\_\_\_\_ distance shall be measured using the door connecting the garage and the dwelling.

- a. Safety
- b. Total
- c. Separation
- d. None of the above

242. Dwellings consisting of no more than a first floor with a maximum floor area of 400 square feet and a loft area not exceeding (a) \_\_\_\_\_ of the first floor area, shall be provided with at least one exit door leading directly to the exterior and at least one egress window that complies with sub. (6).

- a. Half
- b. Quarter
- c. Third
- d. Two-thirds

243. Windows which are installed for exit purposes shall comply with the requirements of this subsection. The window shall be openable from the inside without the use of tools or the removal of a \_\_\_\_\_.

- a. Mullion
- b. Grille kit
- c. Hinge
- d. Sash

244. The nominal size of the net clear window opening shall be at least \_\_\_\_\_ irrespective of height or width.

- a. 20 inches by 24 inches
- b. 36 inches by 36 inches
- c. 30 inches by 30 inches
- d. 22 inches by 26 inches

245. No portion of the window, including stops, stools, meeting rails and operator arms, shall infringe on the required opening.

- a. True
- b. False

246. Hallways shall be at least \_\_\_\_\_ feet in width except that door hardware, finish trim and heating registers may infringe upon this dimension.

- a. 2
- b. 2.5
- c. 3
- d. 3.5

247. Balconies shall be made of concrete, metal or wood which is treated, protected or \_\_\_\_\_ decay-resistive in accordance with s. Comm 21.10.

- a. Artificially
- b. Unusually
- c. Synthetically
- d. Naturally

**Comm 21.04: Stairways and elevated areas.**

248. Within a stairway flight, tread depths and riser heights may vary by a \_\_\_\_\_ of 3/16 inch.

- a. Fraction
- b. Total
- c. Minimum
- d. Maximum

249. Stairways with open risers shall be constructed to prevent the through-passage of a sphere with a diameter of 4 inches or larger between any 2 \_\_\_\_\_ treads.

- a. Contiguous
- b. Parallel
- c. Reinforced
- d. Adjacent

250. Handrails and guardrails shall be constructed to withstand a \_\_\_\_\_ pound load applied in any direction.

- a. 50
- b. 75
- c. 100
- d. 200

251. A landing is not required between the door and the top of the interior stairs if the door does not \_\_\_\_\_ the stairs.

- a. Affect
- b. Infringe on
- c. Rest on
- d. Swing over

252. A landing is not required between a sliding glass door and the top of an exterior stairway of \_\_\_\_\_ or fewer risers.

- a. 3
- b. 2
- c. 4
- d. 5

### **Comm 21.042: Ladders**

253. Rungs may only be used for ladders with a pitch range of 75 degrees to \_\_\_\_\_ degrees.

- a. 80
- b. 85
- c. 95
- d. 90

254. Rungs shall be at least 1 inch in diameter for metal ladders and \_\_\_\_\_ inch for wood ladders.

- a. 1.5
- b. 1
- c. 2
- d. 2.5

255. The ladder shall have a \_\_\_\_\_ clearance of at least 15 inches on either side of the center of the tread.

- a. Maximum
- b. Minimum
- c. Total
- d. Overall

**Comm 21.045 Ramps**

256. A level landing shall be provided at the top, at the foot and at any change in \_\_\_\_\_ of the ramp.

- a. Width
- b. Height
- c. Elevation
- d. Direction

**Comm 21.05: Light and ventilation**

257. All habitable rooms shall be provided with natural light by means of \_\_\_\_\_ openings.

- a. Energy efficient
- b. Thermalized
- c. Glazed
- d. Operative

258. Habitable rooms, other than bedrooms, located in basements or ground floors do require natural light.

- a. True
- b. False

259. All decayable organic material, including topsoil, shall be removed from crawl space floors prior to placing the vapor retarder.

- a. True
- b. False

**Comm 21.06: Ceiling height**

260. All habitable rooms, kitchens, hallways, bathrooms and corridors shall have a ceiling height of at least \_\_\_\_\_ feet.

- a. 6
- b. 8
- c. 9
- d. 7

**Comm 21.08: Fire separation and dwelling unit separation**

261. Vertical separations between an attached garage and a dwelling shall extend from the top of a concrete or masonry foundation to the underside of the \_\_\_\_\_ or fire-resistive ceiling construction.

- a. Built-up roofing
- b. Roof sheathing
- c. Gable ends
- d. Trusses

262. The cover or door of the access opening shall be permanently installed with hardware that will maintain it in the \_\_\_\_\_ position when not in use.

- a. Closed
- b. Open
- c. Secured
- d. Correct

263. Penetrations of a required separation by electrical and plumbing components shall be firmly packed with noncombustible material or shall be protected with a listed through-penetration firestop system with a rating of at least \_\_\_\_\_ hour(s).

- a. Two
- b. One-quarter
- c. One-half
- d. One

**Comm 21.085: Fireblocking**

264. Fireblocking shall consist of one of the following EXCEPT:

- a. 1-inch nominal lumber
- b. Two layers of one-inch nominal lumber
- c. One thickness of  $\frac{3}{4}$  inch nominal plywood or wood structural panel with any joints backed with the same material.
- d. One thickness of  $\frac{1}{2}$  inch gypsum wallboard, faced nailed or faced screwed to solid wood, with any joints backed with the same material.

**Comm 21.09: Smoke detectors**

265. Smoke detectors required in this section shall be \_\_\_\_\_ powered by the house electrical service, and shall be interconnected so that activation of one detector will cause activation of all detectors.

- a. Intermittently
- b. Additionally
- c. Continuously
- d. Automatically



266. Where there is a(n) \_\_\_\_\_ door between one level and the adjacent lower level, smoke detectors shall be installed on each level.

- a. Intervening
- b. Pocket
- c. Hinged
- d. Swing

267. For envelope dwellings, at least \_\_\_\_\_ smoke alarm(s) shall be placed in the air passageways.

- a. 4
- b. 1
- c. 2
- d. 3

**Comm 21.125: Erosion control and sediment control**

268. Land disturbing construction activities, except those activities \_\_\_\_\_ to implement erosion or sediment control practices, may not begin until the sediment control practices are in place for each area to be disturbed in accordance with the approved plan.

- a. Established
- b. Permitted
- c. Mandated
- d. Necessary

269. A disturbed area shall be considered stabilized by vegetation when a perennial cover has been established with a density of at least \_\_\_\_\_.

- a. 55%
- b. 60%
- c. 65%
- d. 70%.

270. The owner or owner's agent shall check the erosion and sediment control practices for maintenance needs at all EXCEPT the following intervals until the site is stabilized:

- a. Within 24 hours after a rainfall event of .5 inches or greater.
- b. At all intervals cited on the erosion and sediment control plan.
- c. Bi-monthly
- d. None of the above

271. When the failure of erosion or sediment control practices results in an immediate threat of sediment entering \_\_\_\_\_ or the waters of the state, procedures shall be implemented immediately to repair or replace the practices.

- a. Sanitary sewers
- b. Public sewers
- c. Storm sewers
- d. City sewers

**Comm 21.13: Excavations adjacent to adjoining property**

272. Any person making or causing an excavation which may affect the lateral soil support of adjoining property or buildings shall provide at least 15 days written notice to all owners of adjoining buildings of the intention to excavate.

- a. True
- b. False

273. If the excavation is made to a depth of 12 feet or less below grade, the person making or causing the excavation shall not be responsible for any necessary underpinning or extension of the foundations of any adjoining buildings.

- a. True
- b. False

**Comm 21.14: Excavations for footings and foundations**

274. No excavation shall be made below the footing and foundation unless provisions are taken to prevent the \_\_\_\_\_ of the footing or foundation.

- a. Collapse
- b. Failure
- c. Modification
- d. Alteration

275. All footings shall be located on undisturbed or compacted soil, free of organic material, unless the footings are \_\_\_\_\_ to bridge poor soil conditions.

- a. Continuous
- b. Embedded
- c. Reinforced
- d. Supported

**Comm 21.15: Footings**

276. The dwelling shall be supported on a structural system designed to transmit and safely \_\_\_\_\_ the loads to the soil.

- a. Shift
- b. Distribute
- c. Transfer
- d. Move

277. The loads for determining the footing size shall include the weight of the live load, roof, walls, floors, pier or column, \_\_\_\_\_ the weight of the structural system and the soil over the footing.

- a. Plus
- b. Minus
- c. Less
- d. None of the above

278. The bearing area shall be at least equal to the area required to transfer the loads to the supporting soil without \_\_\_\_\_ the bearing values of the soil.

- a. Lowering
- b. Changing
- c. Affecting
- d. Exceeding

279. \_\_\_\_\_ may be used in place of continuous footings where there is a change in footing elevation.

- a. Lintels
- b. Posts
- c. Beams
- d. Headers

280. No footing or foundation shall be placed on soil with a bearing capacity of less than \_\_\_\_\_ pounds per square foot unless the footing or foundation has been designed through structural analysis.

- a. 1600
- b. 2000
- c. 1000
- d. 1500

281. The soil-bearing values of common soils may be determined through \_\_\_\_\_.

- a. Soil stability
- b. Soil identification
- c. Soil management
- d. All of the above

282. If the soil located directly under a footing or foundation overlies a layer of soil having a smaller allowable bearing value, the \_\_\_\_\_ soil-bearing value shall be used.

- a. Larger
- b. Smaller
- c. Mean
- d. Median

283. No footing or foundation shall be placed upon \_\_\_\_\_ fill material, organic soil, alluvial soil or mud unless the load will be supported.

- a. Unprepared
- b. Prepared
- c. Unsuitable
- d. Incompatible

**Comm 21.17: Drain tiles**

284. Excepted as provided under sub. (2), a complete drain tile or pipe system shall be installed around the foundation of dwellings under \_\_\_\_\_ where groundwater occurs above the bottom of the footing.

- a. Contract
- b. Destruction
- c. Erection
- d. Construction

285. For the purposes of this section, a complete drain tile or pipe system includes the drain tile or pipe installed inside and outside the foundation at the footing level, bleeders connecting the inside tile or pipe to the outside tile or pipe, the sump pit, the discharge piping, and a pump or means of \_\_\_\_\_ water to natural grade.

- a. Releasing
- b. Discharging
- c. Circulating
- d. Moving

286. For new dwelling construction, a municipality may enact requirements for other than complete drain tile or pipe systems.

- a. True
- b. False

287. For an alteration to an existing dwelling covered by this code, a municipality may not require a complete drain tile or pipe system.

- a. True
- b. False

288. Municipalities may not allow partial drain tile or pipe systems for new dwellings under construction or existing dwellings.

- a. True
- b. False

# Dwelling Contractor Qualifier Cont. Ed. Test 27

## Answer Sheet

Circle or Mark the Correct Answer

- |     |         |     |         |      |         |      |         |
|-----|---------|-----|---------|------|---------|------|---------|
| 1.  | a b c d | 49. | a b c d | 97.  | a b c d | 145. | a b c d |
| 2.  | a b c d | 50. | a b c d | 98.  | a b c d | 146. | a b c d |
| 3.  | a b c d | 51. | a b c d | 99.  | a b c d | 147. | a b c d |
| 4.  | a b c d | 52. | a b c d | 100. | a b c d | 148. | a b c d |
| 5.  | a b c d | 53. | a b c d | 101. | a b c d | 149. | a b c d |
| 6.  | a b c d | 54. | a b c d | 102. | a b c d | 150. | a b c d |
| 7.  | a b c d | 55. | a b c d | 103. | a b c d | 151. | a b c d |
| 8.  | a b c d | 56. | a b c d | 104. | a b c d | 152. | a b c d |
| 9.  | a b c d | 57. | a b c d | 105. | a b c d | 153. | a b c d |
| 10. | a b c d | 58. | a b c d | 106. | a b c d | 154. | a b c d |
| 11. | a b c d | 59. | a b c d | 107. | a b c d | 155. | a b c d |
| 12. | a b c d | 60. | a b c d | 108. | a b c d | 156. | a b c d |
| 13. | a b c d | 61. | a b c d | 109. | a b c d | 157. | a b c d |
| 14. | a b c d | 62. | a b c d | 110. | a b c d | 158. | a b c d |
| 15. | a b c d | 63. | a b c d | 111. | a b c d | 159. | a b c d |
| 16. | a b c d | 64. | a b c d | 112. | a b c d | 160. | a b c d |
| 17. | a b c d | 65. | a b c d | 113. | a b c d | 161. | a b c d |
| 18. | a b c d | 66. | a b c d | 114. | a b c d | 162. | a b c d |
| 19. | a b c d | 67. | a b c d | 115. | a b c d | 163. | a b c d |
| 20. | a b c d | 68. | a b c d | 116. | a b c d | 164. | a b c d |
| 21. | a b c d | 69. | a b c d | 117. | a b c d | 165. | a b c d |
| 22. | a b c d | 70. | a b c d | 118. | a b c d | 166. | a b c d |
| 23. | a b c d | 71. | a b c d | 119. | a b c d | 167. | a b c d |
| 24. | a b c d | 72. | a b c d | 120. | a b c d | 168. | a b c d |
| 25. | a b c d | 73. | a b c d | 121. | a b c d | 169. | a b c d |
| 26. | a b c d | 74. | a b c d | 122. | a b c d | 170. | a b c d |
| 27. | a b c d | 75. | a b c d | 123. | a b c d | 171. | a b c d |
| 28. | a b c d | 76. | a b c d | 124. | a b c d | 172. | a b c d |
| 29. | a b c d | 77. | a b c d | 125. | a b c d | 173. | a b c d |
| 30. | a b c d | 78. | a b c d | 126. | a b c d | 174. | a b c d |
| 31. | a b c d | 79. | a b c d | 127. | a b c d | 175. | a b c d |
| 32. | a b c d | 80. | a b c d | 128. | a b c d | 176. | a b c d |
| 33. | a b c d | 81. | a b c d | 129. | a b c d | 177. | a b c d |
| 34. | a b c d | 82. | a b c d | 130. | a b c d | 178. | a b c d |
| 35. | a b c d | 83. | a b c d | 131. | a b c d | 179. | a b c d |
| 36. | a b c d | 84. | a b c d | 132. | a b c d | 180. | a b c d |
| 37. | a b c d | 85. | a b c d | 133. | a b c d | 181. | a b c d |
| 38. | a b c d | 86. | a b c d | 134. | a b c d | 182. | a b c d |
| 39. | a b c d | 87. | a b c d | 135. | a b c d | 183. | a b c d |
| 40. | a b c d | 88. | a b c d | 136. | a b c d | 184. | a b c d |
| 41. | a b c d | 89. | a b c d | 137. | a b c d | 185. | a b c d |
| 42. | a b c d | 90. | a b c d | 138. | a b c d | 186. | a b c d |
| 43. | a b c d | 91. | a b c d | 139. | a b c d | 187. | a b c d |
| 44. | a b c d | 92. | a b c d | 140. | a b c d | 188. | a b c d |
| 45. | a b c d | 93. | a b c d | 141. | a b c d | 189. | a b c d |
| 46. | a b c d | 94. | a b c d | 142. | a b c d | 190. | a b c d |
| 47. | a b c d | 95. | a b c d | 143. | a b c d | 191. | a b c d |
| 48. | a b c d | 96. | a b c d | 144. | a b c d | 192. | a b c d |

# **Dwelling Contractor Qualifier Cont. Ed. Test 27**

## **Answer Sheet (Continued)**

- |      |   |   |   |   |      |   |   |   |   |
|------|---|---|---|---|------|---|---|---|---|
| 193. | a | b | c | d | 241. | a | b | c | d |
| 194. | a | b | c | d | 242. | a | b | c | d |
| 195. | a | b | c | d | 243. | a | b | c | d |
| 196. | a | b | c | d | 244. | a | b | c | d |
| 197. | a | b | c | d | 245. | a | b | c | d |
| 198. | a | b | c | d | 246. | a | b | c | d |
| 199. | a | b | c | d | 247. | a | b | c | d |
| 200. | a | b | c | d | 248. | a | b | c | d |
| 201. | a | b | c | d | 249. | a | b | c | d |
| 202. | a | b | c | d | 250. | a | b | c | d |
| 203. | a | b | c | d | 251. | a | b | c | d |
| 204. | a | b | c | d | 252. | a | b | c | d |
| 205. | a | b | c | d | 253. | a | b | c | d |
| 206. | a | b | c | d | 254. | a | b | c | d |
| 207. | a | b | c | d | 255. | a | b | c | d |
| 208. | a | b | c | d | 256. | a | b | c | d |
| 209. | a | b | c | d | 257. | a | b | c | d |
| 210. | a | b | c | d | 258. | a | b | c | d |
| 211. | a | b | c | d | 259. | a | b | c | d |
| 212. | a | b | c | d | 260. | a | b | c | d |
| 213. | a | b | c | d | 261. | a | b | c | d |
| 214. | a | b | c | d | 262. | a | b | c | d |
| 215. | a | b | c | d | 263. | a | b | c | d |
| 216. | a | b | c | d | 264. | a | b | c | d |
| 217. | a | b | c | d | 265. | a | b | c | d |
| 218. | a | b | c | d | 266. | a | b | c | d |
| 219. | a | b | c | d | 267. | a | b | c | d |
| 220. | a | b | c | d | 268. | a | b | c | d |
| 221. | a | b | c | d | 269. | a | b | c | d |
| 222. | a | b | c | d | 270. | a | b | c | d |
| 223. | a | b | c | d | 271. | a | b | c | d |
| 224. | a | b | c | d | 272. | a | b | c | d |
| 225. | a | b | c | d | 273. | a | b | c | d |
| 226. | a | b | c | d | 274. | a | b | c | d |
| 227. | a | b | c | d | 275. | a | b | c | d |
| 228. | a | b | c | d | 276. | a | b | c | d |
| 229. | a | b | c | d | 277. | a | b | c | d |
| 230. | a | b | c | d | 278. | a | b | c | d |
| 231. | a | b | c | d | 279. | a | b | c | d |
| 232. | a | b | c | d | 280. | a | b | c | d |
| 233. | a | b | c | d | 281. | a | b | c | d |
| 234. | a | b | c | d | 282. | a | b | c | d |
| 235. | a | b | c | d | 283. | a | b | c | d |
| 236. | a | b | c | d | 284. | a | b | c | d |
| 237. | a | b | c | d | 285. | a | b | c | d |
| 238. | a | b | c | d | 286. | a | b | c | d |
| 239. | a | b | c | d | 287. | a | b | c | d |
| 240. | a | b | c | d | 288. | a | b | c | d |

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Name/Credential Number/Date

To obtain your WI continuing education credits follow the below instructions.

1. If taking the same quiz more than once per cycle, fill out the forms with different dates.
2. Fill in all fields applicable.
3. Include your credential or license number.
4. We take care of registering with the state and mailing back the test results.

**FYI: The state allows a person to take the same course more than once (several times) per cycle.**

Send by mail

1. Test answer sheets, fee, and the following form.
  2. Fill out this form below completely.
  3. Make check or Money Order to Brett Or Kathy Ward
  4. Mail to: Yourwicontinuinged.com P.O. Box 36 Kaukauna WI 54130.
- Questions call: 920-740-4348

-----Educational Course Attendance Verification Form -----

Attendee's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Credential Number \_\_\_\_\_  
Phone# \_\_\_\_\_  
Fax# \_\_\_\_\_

Course Title and Name Dwelling Contractor Qualifier Cont. Ed. Test 27  
Credited Hours 12 hrs  
Email address \_\_\_\_\_

-----  
To be completed by Brett or Kathy Ward      yourwicontinuinged.com

Course Password \_\_\_\_\_ Course ID# 10864

Attendee passed the correspondence quiz with greater than 70% score \_\_\_\_\_  
Date

Instructor Signature \_\_\_\_\_