BUILDING, HEAVY AND MUNICIPAL/UTILITIES CONSTRUCTION MASTER AGREEMENT AREA II

MASTER AGREEMENT made and entered into this 1st day of June, 2014, by and between the Associated General Contractors of Wisconsin, Inc. and the AGC Municipal/Utilities Division, herein called the "Association" for and on behalf of those persons, firms or corporations who have authorized the Association to negotiate and conclude a Labor Agreement on their behalf, herein called the "Contractor," and the International Union of Operating Engineers, Local No. 139, herein called the "Union."

WITNESSETH:

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

ARTICLE I

Section 1.1. RECOGNITION: The Association and the Contractor hereby recognize the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit. For the purpose of this Master Agreement, the bargaining unit shall consist of all heavy equipment operators and other workers in the jurisdiction of the Union as set forth in Article VI and Article IX, on a multi-employer basis.

Employers may voluntarily recognize the Union under Section 9(a) of the National Labor Relations Act upon a showing of majority status by the Union. A voluntary recognition agreement is attached to this Agreement.

Individual employers, by becoming party to this agreement, become a part of the multi-employer bargaining unit and assign their bargaining rights to the Associated General Contractors of Wisconsin, Inc. to negotiate successor agreements on their behalf. Any individual employer may withdraw from the multi-employer bargaining unit and/or withdraw their bargaining assignment from the Associated General Contractors of Wisconsin at least 90 days but not more than 120 days prior to the expiration date of this agreement or any renewal period.

Section 1.2. PURPOSE: The purpose of this Agreement is to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Contractors may secure sufficient capable workers and the workers may have as much continuous employment as possible, without interruption by strikes or lockouts, except as otherwise provided by this Agreement.

Section 1.3. ASSIGNMENT OF WORK: The Contractor hereby assigns all work that is to be performed in the categories described in Article VI, Section 6.1 and Article IX, Section 9.1 to employees in the bargaining unit covered by this Agreement.

Section 1.4. ASSOCIATION LIABILITIES: It is understood and agreed that the Associated General Contractors of Wisconsin, Inc., is party to this Agreement only as the negotiating agent and shall not be held liable for any violation of its terms by the Contractor.

Section 1.5. (A) SCOPE OF AGREEMENT: This Agreement shall apply to all on-site building construction work including but not limited to the operations incidental

thereto. Building construction work shall include the operation, maintenance, repair, assembly and disassembly of power equipment used in the construction, erection, dismantling, wrecking, modification, addition to or improvement of building structures; the construction, erection, modification of industrial plants, commercial buildings, residential structures, steam, gas and nuclear power plants; snow removal; flood control; prestressed concrete erection; the driving and extraction of sheet piling and piling; caisson work; foundation work; atomic reactors and ordnance plants; the construction and dewatering of all underground utilities such as sewer and water mains, gas lines, tunnels, and conduit; railroad construction and maintenance; and all street work public and private, such as excavating, grading, landscaping, paving and any other work directly related to the aforementioned operations. This Agreement excludes all marine work on the Great Lakes (Michigan-Superior) as well as all work let by the Wisconsin Department of Transportation.

(B) When bargaining unit employees are assigned to perform work outside the scope of this Agreement as defined in paragraph (A) above and such work is not covered by the provisions of any other labor agreement with the Union or another bona fide labor organization, said employees shall receive all fringe benefit fund contributions set forth in this Agreement and at least the minimum wage rate set forth herein. Members of the bargaining unit who refuse to perform work outside the scope of the Agreement shall not be discriminated against. However, a member may be laid off for such refusal.

Section 1.6. ENTIRETY OF CONTRACT: This Agreement represents the entire contract between the parties and supersedes any previous agreements, supplements, or addenda, written or verbal. It is further understood that neither the Union, the Contractor or the Association has the right to add to or subtract from the terms of this Agreement without the mutual written consent of all parties thereto.

ARTICLE II

UNION SECURITY

Section 2.1. MEMBERSHIP: All present employees of the Contractor covered by this Agreement who are members of the Union as of the date of execution of this Agreement shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. All present employees of the Contractor covered by this Agreement who are not members of the Union and all employees of the Contractor covered by this Agreement shall become members of the Union within eight (8) days following the date of this Agreement or within eight (8) days following the date of hire, whichever is later and shall as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

Section 2.2. FAILURE TO MAINTAIN MEMBERSHIP OR JOIN: Upon written notice from the Union advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing as covered above by payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the employee to tender the periodic dues and initiation

fees uniformly required by the Union as a condition of acquiring or maintaining membership.

Section 2.3. WRITTEN NOTICE: The Contractor shall not discharge or cause an employee to lose any work under this Article except upon written notice from the Business Representative as set forth herein.

Section 2.4. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor and the Union agree that there will be no discrimination in employment based upon race, color, creed, national origin, sex, or age and that nothing elsewhere in this Agreement shall be construed as requiring or permitting such discrimination. The Contractor and the Union further agree that each will cooperate with the other in taking such affirmative actions by either or both as are proper and necessary to ensure equality of opportunity in all aspects of employment.

ARTICLE III

PERIOD OF AGREEMENT

Section 3.1. PERIOD OF AGREEMENT: This Agreement shall continue in full force and effect until May 31, 2017, and thereafter and shall be subject to amendment or termination only if either party notifies the other party in writing of its desire to amend or terminate the same not more than one hundred twenty (120) days but not less than ninety (90) days prior to May 31, 2017, or of the expiration date of any subsequent agreement.

ARTICLE IV

SUBCONTRACTING

Section 4.1. UNION SUBCONTRACTOR: The Contractor agrees that, when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of this Agreement at the site of the construction, alteration, painting, or repair of a highway, building structure or other work, it will sublet or contract out such work only to a subcontractor which is signed to this Master Agreement.

Section 4.2. When a situation arises where it is claimed that no union subcontractor is available for the proposed work, the Contractor and the Union shall meet and agree upon an equitable solution.

ARTICLE V

GEOGRAPHICAL AREA

Section 5.1. AREA: This Agreement shall apply throughout the State of Wisconsin with the exception of the following counties: Kenosha, Milwaukee, Ozaukee, Racine, Washington and Waukesha.

ARTICLE VI

EQUIPMENT ASSIGNMENT

Section 6.1. EQUIPMENT ASSIGNMENT: The Contractor agrees to assign any equipment within the jurisdiction as described below to bargaining unit employees: the operation, maintenance, repair, assembly and disassembly of power equipment on building and construction work, where operated by steam, electricity, diesel, gasoline, hydraulic, or compressed air, butane, propane, or other gases and nuclear atomic power; including all equipment listed in Section 9.1 (Wage Classifications) of this Agreement.

Section 6.2. NEW OR UNLISTED EQUIPMENT: Should new or unlisted equipment within the claimed jurisdiction of the International Union of Operating Engineers be utilized for which no wage rate appears in this Agreement, the Union and the Association, acting on behalf of all the Contractors party to this Agreement, shall meet and agree on the wage rate to be paid for its operation.

ARTICLE VII

WORK RULES

Section 7.1. MANNING DETERMINATION: The number of workers to be employed is at the sole discretion of the Contractor and the fact that certain classifications and rates are established does not mean that the Contractor must employ workers for any one or all classifications or to man any particular piece of equipment that happens to be on the project unless the Contractor determines it has need for such workers or unless otherwise provided for in this Agreement.

Section 7.2. JUST CAUSE: The Contractor may discharge any worker for just cause shown, or whose work is unsatisfactory, or who fails to observe the safety precautions, or other rules or regulations prescribed by the Contractor for the health, safety and protection of their workers. Further, the Contractor shall have the right to discharge any worker for drunkenness, dishonesty, or insubordination in the performance of his/her job. However, no worker shall be discharged for defending the rights of any worker under the terms of this Agreement.

Section 7.3. SMALL EQUIPMENT: Combination small equipment operators, operating and maintaining equipment listed in Article IX, Classification 4, shall be assigned at the pre-job conference.

Section 7.4. HEATERS: All fueling, maintenance, checking, or on the job repair of all heaters used for temporary heating, such as Herman Nelson, Dravo, Warner, Silent Glo and other similar types is the work of the Operating Engineer. Operating Engineers will not be required when electric heaters are powered by a commercial source. Operating Engineers will not be required when heaters are furnished and serviced by a commercial source.

Section 7.5. BOILERS: An Operating Engineer shall be assigned to all portable boilers used for temporary heating purposes, heating of materials, or any other power purposes on a project site and the Operating Engineer shall be in attendance at all times that the boiler is operating.

Section 7.6. (A) POWER PACK VIBRATORY: An Operating Engineer shall be assigned to all power pack vibratory/ultra sound driver and extractor equipment while driving or extracting sheeting, piling or caissons. The following manning clause is agreed to:

It is not necessary to assign a worker exclusively to this equipment unless an extra worker is needed to operate the vibratory hammer. If the operating controls are located at the crane operator's station, no extra worker is required. If the operating controls (e.g. on, off, clamp, etc.) are operated by other than the crane operator, then that person shall be an operating engineer and not the oiler assigned to the crane. He/she shall be paid the wage listed in Article IX, Classification 4.

Section 7.6. (B) GENERATORS: Generators or combination of generators having a capacity of 150 KW per minute or less shall be assigned to an Operating Engineer. Generators or combinations of generators of over 150 KW per minute on a single project and operated by a single Contractor shall be assigned to an Operating Engineer and an Operating Engineer shall be in attendance at all times that the generators are operating. The Operating Engineer so required may also attend a deep well type dewatering system when such system requires manning.

Section 7.7. AIR COMPRESSORS: Air compressors or combinations of air compressors having a capacity of 400 cubic feet per minute or less shall be assigned to an Operating Engineer. Air compressors or combinations of air compressors of over 400 cubic feet per minute on a single project and operated by a single Contractor shall be assigned to an Operating Engineer and an Operating Engineer shall be in attendance at all times that the compressors are operating.

Section 7.8. ELEVATOR AND FORKLIFT ASSIGNMENT: The operation of elevator or forklift trucks on construction jobsites (excluding warehouse and storage yards as per Teamster/Operating Engineers International Agreement) is exclusively the craft work of the Operating Engineers and assignment of said operation shall be made to an Operating Engineer, dispatched and covered by the terms and conditions of this Agreement. On jobs or projects where the use of an elevator or forklift truck is not of sufficient quantity to warrant the employment of an operator, the Contractor or Contractor Representative will contact the Union District Business Representative of the Operating Engineers and if mutually agreed, then and only then, may the Contractor use another employee to perform said work.

Section 7.9. CONCRETE PUMPS: All concrete pumps shall be assigned to Operating Engineers and an Operating Engineer shall be in attendance at all times that the concrete pump is operating.

Section 7.10. (A) WELL POINT AND DEWATERING SYSTEMS: A dewatering system is defined as a series of well points or deep wells from which continuous pumping is done.

(B) The dewatering system utilizing well points shall be serviced and repaired by a member of the bargaining unit. If the Contractor determines that manning is required, the system shall be manned by a member of the bargaining unit.

(C) A dewatering system utilizing deep wells shall be assigned to a member of the bargaining unit and shall be manned by a member of the bargaining unit as required by the Contractor and in accordance with Article VII, Section 7.19 of this Agreement.

(D) In the event of non-compliance with the assignment and manning provisions of this Section as they pertain to the operation of a dewatering system utilizing deep wells or well points, the sole remedy shall be to assign and man the dewatering system by a member of the bargaining unit for all additional hours that the dewatering system operates.

Section 7.11. (A) ENGINEER AND OILER: OILER. An oiler shall be assigned to cranes and derricks with a lifting capacity of over one hundred (100) tons (manufacturers' rated capacity). It is agreed that the manufacturers' rated capacity is to mean: The lifting capacity shown at its minimum lifting distance from center pin, with the tracks or outriggers fully extended, with the minimum amount of boom and with the maximum amount of counterweight on and extended, for the machine's maximum lifting capacity.

(B) ENGINEER AND OILER: CAISSON OR BORING MACHINES: Caisson or boring machines used in piling boring for bridges or other structures shall have an engineer and an oiler assigned to operate and maintain it. When crane movements on the project necessitate a second employee, such employee shall be a member of the bargaining unit.

(C) ENGINEER AND OILER: START-UP TIME: The engineer and oiler shall start work one-half (½) hour before the regular shift to oil, grease, start machines, safety inspection, or other work to be performed.

(D) OILERS'S DUTIES: The oiler shall be under the direct supervision of the operator. His/her main duty shall be to the equipment he/she is assigned to. It is agreed that in addition to his/her main duty as an oiler, at the discretion of the operator, during non-productive hours of the crane, the oiler may maintain/operate not more than two (2) machines in Classification 4 of Article IX, not to exceed two (2) hours in one shift.

(E) ENGINEER AND OILER: SPECIAL TYPE PROJECTS: On all atomic, nuclear, gas and steam power plants, hydro-electric plants, petro-chemical/refinery, defense plants, earth dams, river flood control projects, an engineer and oiler shall be assigned to all derricks, pile drivers, boring rigs, backhoe (excavators) 130,000 lbs. and over and all cranes with a lifting capacity of 50 tons and over, manufacturers' rated capacity. An engineer shall be assigned to all telehandlers and paid in accordance with Classification 2. When any machine listed in Article IX, Section 9.1 is idle due to a layoff, said machine shall continue to be subject to Article VII, Section 7.32 "Regular Assigned Engineer", unless that machine remains idle for a period of three (3) consecutive work days.

Section 7.12. START-UP TIME: (Equipment Not Requiring Oilers): For all cranes, shovels, clamshells, draglines, derricks, backhoes (excluding tractor type backhoes) and concrete pavers listed in Classification 1(C) where an oiler is not required, the operator of such equipment shall be paid an additional thirty (30) minutes pay at one and one-half (1½) times his/her regular rate of pay for greasing, oiling and fueling machinery before or after his/her regular work shift. The time must be put in before or after the regular work shift in order for the operator to be eligible for this pay.

Section 7.13. MASTER MECHANIC OR FOREMAN, SPECIAL TYPE PROJECTS: On all atomic, nuclear, gas and steam power plants, hydro electric plants, defense plants, earth dams and river flood control projects where more than six (6) Operating Engineers exclusive of oilers are employed by a single contractor, that Contractor shall employ a Master Mechanic or Foreman.

Section 7.14. PRE-JOB CONFERENCE: The Contractor shall communicate with the Union prior to starting work on any project and the Contractor and the Union shall jointly establish a time and place for a pre-job conference. The Union shall reserve

the right to withhold the services of members of the bargaining unit employed by the Contractor and their subcontractors until a pre-job conference is held.

Section 7.15. STEWARD CLAUSE: The Contractor agrees to recognize the right of the Union to select a steward from the working force on the job site. A steward shall be required to do a full day's work. The Union and the Contractor shall determine the Union steward's duties at the pre-job conference.

Section 7.16. MAN HOISTS AND HOISTS: Hoists used in the hoisting or lowering of materials or rubbish shall be assigned to and operated by a member of the bargaining unit while they are in operation. Man hoists when operating, shall be assigned to an Operating Engineer and be operated by a member of the bargaining unit.

Section 7.17. HELICOPTERS: When helicopters are used in the hoisting, lowering of materials or in the erection or dismantling of machinery, an Operating Engineer shall be assigned to the project during the functional operation of the helicopters.

Section 7.18. JACKS: Motor or engine operated jacks or consoles used at the project site in post tensioning, prestressing or slip form construction work shall be assigned to and operated by an Operating Engineer.

Section 7.19. NUMBER OF MACHINES: If an operator is assigned to and operates more than one machine in any one day, the higher rate shall apply and be paid for the full shift.

Section 7.20. APPRENTICES: The use of apprentices shall be encouraged and promoted. The Union agrees to notify the AGC of the apprenticeship ratio on an annual basis.

RATIO OF APPRENTICES TO JOURNEYWORKERS

One apprentice will be allowed as long as there is one journeyworker. A second apprentice will not be allowed until there are eleven (11) journeyworkers. An additional apprentice will be allowed for each additional ten (10) journeyworkers. This ratio will be based on the employer's total operating engineer work force and not on a per job basis.

It is agreed and understood by and between the Union and the Contractors that the ratio of apprentice to journeyworkers will be subject to review by the JATC Board of Trustees on an annual basis.

However, in the event that the Trustees cannot agree on a ratio it shall revert to 10 to 1 as defined in the Master Agreement.

Apprentice wages are structured as follows:

Pay Period	**Wage Rate** (based on Classification 3)
First 1,500 hours	60% + *10% = 70%
Second 1,500 hours	65% + *10% = 75%
Third 1,500 hours	70% + *10% = 80%
Fourth 1,500 hours	80% + *10% = 90%

*Additional 10% is added for related instruction pay.

In addition to the above posted wage rates, apprentices shall receive a Central Pension rate of fifty (50%) percent of the above posted rate and one hundred (100%) percent of other Fringe Benefits paid in accordance with Article IX, Sections 9.1 and 9.2.

Section 7.21. FOREMAN: When in the Contractor's opinion, the crew is sufficient to require the services of an equipment foreman, such foreman shall be a member of the craft and shall be employed under the terms and conditions of this Agreement.

Section 7.22. ACCESS TO SITE: Authorized representatives of the Union shall have access to all projects provided, however, that they report their presence to the Contractor or his/her immediate representative on the job site if necessary to check the workers during working hours. Contractors will endeavor to supply adequate passes if possible.

Section 7.23. METHOD OF PAYMENT: A Contractor shall pay once a week on a calendar week basis. Bargaining unit members shall be paid by the following Thursday. Placing the bargaining unit member's check in the mail by Thursday shall be in compliance with this provision. Paychecks shall have attached stubs showing the following: 1) total hours worked or straighttime hours worked; 2) overtime hours or overtime earnings; 3) gross pay; 4) total other deductions. After receiving his/her weekly paycheck, if an employee submits a written request for a copy of his/her weekly payroll computation, the Contractor shall provide the employee such information.

When a worker is laid off or discharged, that worker must be paid by the next regular payday. If the worker is not paid by then the sole remedy will be eight (8) hours pay for each day commencing on the day designated as the regular payday until the check is delivered or mailed along with the separation notice.

Employers may institute a direct deposit program and make it a condition of employment, except as provided in the last paragraph. An Employer who institutes a direct deposit program must deposit the employee's wages into a bank of the member's choice and Employer must pay all fees associated with the direct deposit program.

Employers who institute a direct deposit program shall pay wages once each week on a calendar week basis and shall be allowed five (5) work days from the end of the payroll period to the date on which the direct deposit is made. Each employee shall be provided an itemized statement of hours worked and gross earnings and an itemized statement of all deductions made for any purpose for each pay period.

An employee may cease participation in the direct deposit program after the first year by providing notice within forty-eight (48) hours of the employee's annual employment anniversary date.

Section 7.24. REPAIR OF EQUIPMENT: With regard to the operation, maintenance, repair, assembly and disassembly of power equipment listed in Article VI (and boilers), said work or repairs shall be done by mechanics or operators of Local Union No. 139, or authorized dealers. The operator of that equipment shall be in attendance, at his/her regular rate of pay, repairing or assisting in the repair, or otherwise employed during the normal productive period.

Section 7.25. DRINKING WATER: The Contractor shall be required to furnish fresh drinking water and sanitary drinking cups at all times. The Contractor shall provide adequate toilet facilities.

Section 7.26. TRANSPORTATION: No member of the bargaining unit shall be required to own or furnish pickups or other such transportation equipment as a condition of employment. Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for employees on the job site to the place of their work, the project management and Union will meet to establish any special conditions surrounding such transport operation. When the Contractor furnishes such transportation to the employee without cost to the employee, the equipment shall include seats and protection from the elements and definite pickup and discharge points shall be determined.

Section 7.27. PARKING: The Contractor shall provide adequate parking for all operating engineer employees on or near the Contractor's job site, subject to the pre-job conference.

Section 7.28. TOOLS: Mechanics shall not be required to furnish socket tools larger than one-half (½) inch drive capacity, or wrenches of one and one-fourth (1¼) inch capacity.

Section 7.29. REQUEST TO REMAIN ON JOB: All employees shall be paid for all time they are requested to stay on the job.

Section 7.30. TIME OFF FOR UNION DUTIES: When any member of the bargaining unit has been elected or appointed by his/her Local Union as a delegate to conventions, conferences, or any other Union sponsored activity, the Contractor agrees to arrange time off for the employee, without pay. His/her employment and job status will remain the same. If necessary the Local Union shall provide an excuse in writing for his/her absence and the Union will endeavor to supply a qualified replacement.

Section 7.31. MOVEMENT OF EQUIPMENT: When it is necessary for the Contractor to have the operator move his/her piece of equipment from one job site to another during the workday, the Contractor will pay him/her continued time and transport him/her to his/her private transportation.

Section 7.32. REGULAR ASSIGNED ENGINEERS: The engineer or crew regularly assigned to a piece of equipment shall be given preference when this piece of equipment is required to work on a regular workday, Saturdays, Sundays and Holidays, or other overtime. When the equipment to which such engineer or crew is assigned is utilized and the engineer or crew is not given preference, such engineer or crew shall be paid for all hours that the machine has worked.

Section 7.33. LEASING: The Contractor shall not use any leasing device to a third party to evade this Agreement.

ARTICLE VIII

ADJUSTMENT OF DISPUTES

Section 8.1. All grievances must be filed in writing by the Contractor or the Union within ten (10) days of the date the matter is brought to the attention of either party.

Section 8.2. GRIEVANCE COMMITTEE: In the event the matter is not settled, it shall be referred to the Grievance Committee consisting of three (3) Contractor Representatives, selected by the Association and three (3) Union Representatives,

selected by the Union. The determination of the Grievance Committee shall be final and binding and be governed by majority vote with each member thereof having one (1) vote, and, in the event a full complement of members of either side does not attend the meeting, those members of the particular side in attendance shall each have a proportionate portion of the vote of the absent member.

Section 8.3. ARBITRATION: Should the Grievance Committee be unable to resolve the matter, then the Union or the Contractor may request that the matter be submitted to final and binding arbitration by an arbitrator from the Federal Mediation and Conciliation Service. Notice of the grievance dispute shall be given to the contractors or as applicable to the Headquarters Office of the Union at least ten (10) days before serving of the demand for arbitration in order to permit efforts to adjust the matter without litigation. The arbitrator shall be a construction orientated arbitrator registered with the Federal Mediation and Conciliation Service. The arbitrator shall have the sole and exclusive jurisdiction to determine the arbitrability of such dispute as well as the merits thereof. Written notice by return receipt, certified mail of a demand for arbitration shall be given to the Contractor or as applicable to the Union at its Headquarters' Office. The Contractor or the Union shall agree in writing within seven (7) days to arbitrate the dispute.

Both parties shall cooperate to have the case heard by an arbitrator within seven (7) days of the written agreement to arbitrate, provided an arbitrator is available. The arbitrator shall have the authority to give a bench decision at the close of the hearing, unless he/she shall deem the issues to be unusually complex and thereafter he/she shall reduce the award to writing. Grievances over discharge or suspension shall be filed no later than ten (10) calendar days after the matter is brought to the attention of the Business Representative of the Union.

Section 8.4. In the event the arbitrator finds a violation of the Agreement, he/she shall have the authority to award backpay to the aggrieved person(s), or person(s) on the referral list, in addition to whatever other or further remedy may be appropriate.

Section 8.5. In the event a Contractor or the Union does not agree to arbitrate a dispute within seven (7) calendar days, or does not cooperate to have the case heard within seven (7) calendar days after the written agreement to arbitrate, or does not comply with the award of the arbitrator, the other party shall have the right to use all legal and economic recourse.

Section 8.6. All expenses of the arbitration except the attorneys' and witness' fees shall be shared equally by the Union and the Contractor involved.

BUILDING, HEAVY AND MUNICIPAL/UTILITIES AREA II
ARTICLE IX
CLASSIFICATION & WAGE RATES

Section 9.1.	***Wage Rate Effective 6/1/2014**
CLASSIFICATION:	
1. (A) Cranes and derricks with or without attachments with a lifting capacity of over 100 tons, or cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer, master mechanic, foreman, blaster, tower cranes. There will be a $0.50 increase to the hourly basic rate for cranes over 200 ton, at 300 ton it will be $1.00 per hour, at 400 ton it will be at $1.50 per hour and at 500 ton and over it will be $2.00 per hour over the basic rate.....	$36.67
NOTE: The length of boom (including tower and jib length) for a tower crane shall be the manufacturers rated hook height as configured plus maximum lifting radius as configured. The length of boom on a crawler or mobile crane shall be the manufacturers boom length plus jib length as configured.	
1. (B) Backhoes (excavators) weighing 130,000 lbs. and over, cranes, and derricks with or without attachments with a lifting capacity of 100 tons or under or cranes, and derricks with boom, leads and/or jib lengths measuring 175 feet or under, caisson rigs, pile driver	$35.42
NOTE: Effective 06/05/06, there will be an increase of $0.25 to the basic hourly rate for all cranes with a lifting capacity of forty-five (45) ton and over.	
1. (C) Backhoes (excavators) weighing under 130,000 lbs., traveling crane (bridge type), milling machine, concrete paver (over 27E), concrete spreader and distributor, concrete laser screed, concrete grinder and planing machine, slip form curb and gutter machine, boring machine (directional), dredge operator, skid rigs, over 46 meter concrete pump.....	$34.22
2. Hydraulic backhoe tractor or truck mounted, hydraulic crane (10 tons and under), tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), motor patrol, scraper operator, bituminous plant and paver operator, screed-milling machine, roller (over 5 tons), concrete pumps 46 meter and under and grout pumps, rotec type conveyors, hydro-blaster (10,000 psi and over), rotary drill operator, percussion drilling machine, Air track drill (with or without integral hammer), blaster, boring machine (vertical or horizontal), side boom, trencher (wheel type or chain type having over 8-inch bucket), rail leveling machine (railroad), tie placer, tie extractor, tie tamper, stone leveler, straddle carrier, material hoists, stack hoist, man hoists, mechanic, welder and non-licensed off road material haulers.....	$33.69

3. Tractor, bulldozer, end loader (under 40 h.p.), tampers-compactors (riding type), stump chipper (large), roller (rubber tire), backfiller, trencher (chain type having bucket 8-inch and under), concrete auto breaker (large), concrete finishing machines (road type), concrete batch hopper, concrete conveyor systems, concrete mixers (14S or over), pumps (screw type and gypsum), hydrohammers (small), brooms and sweeper, lift slab machine, roller (under 5 tons), industrial locomotives, fireman (pile drivers and derricks), pumps (well points), hoists (automatic), "A" frames and winch trucks, hoists (tuggers), boats (tug, safety, work barges and launch), assistant engineer $31.62

4. Shouldering machine operator, farm or industrial tractor mounted equipment, post hole digger, augers (vertical and horizontal), skid steer loader (with or without attachments), robotic tool carrier (with or without attachments), power pack vibratory/ultra sound driver and extractor, fireman (asphalt plants), screed operator, stone crushers and screening plants, air, electric, hydraulic jacks (slip form), prestress machines, air compressors, refrigeration plant/freeze machine, boiler operators (temporary heat), forklifts, welding machines, generators, pumps over 3", heaters (mechanical), combination small equipment operator, winches (small electric), oiler, greaser, rotary drill helper, conveyor, elevator operator $30.99

***Fringe benefits to be paid in addition to these rates**	**Effective 6/1/2014**
1. Pension – See Article XVII.....	$9.30
2. Health Benefit Fund – See Article XVII (This amount includes $1.00 to pre-funding for retirement)	$9.30
3. Skill Improvement & Apprenticeship – See Article XVII.....	$0.90
4. Vacation – See Article XVII (Rate to be established)	
5. Administrative Dues Deduction (1.5% of Total Gross Wage and Fringe Package).....	
6. Joint Labor Management Work Preservation Fund – See Article XIX.....	$0.27
7. CLMC Fund – See Article XX (Rate to be established).....	$0.00
8. Industry Advancement Program/Contract Administration (AGC/IAP/CA) – See Article XVI (in consideration of payment of volume dues and other fees, AGC of Wisconsin members pay five (0.05¢) cents per hour to the AGC IAP/CA Fund).....	$0.10/0.05

9. Labor Management Cooperation Trust (for Substance Abuse Testing Program) – See Article XXIII..... $0.02

Section 9.2. WAGE AND FRINGE BENEFIT ALLOCATION: It is agreed the following wage increases shall become effective on:

		6/1/2014	6/2/2015	6/3/2016
Classification:	1(A)	$1.85*	$1.60	$1.60
	1(B)	$1.60*	$1.60	$1.60
	1(C)	$1.60*	$1.60	$1.60
	2	$1.60*	$1.60	$1.60
	3	$1.60*	$1.60	$1.60
	4	$1.60*	$1.60	$1.60

The June 1, 2014 economic increase of one dollar and eighty-five cents ($1.85) for Classification 1(A) and one dollar and sixty cents ($1.60) for all other Classifications is included in the wage rates identified for June 1, 2014 under Article IX, Section 9.1 CLASSIFICATION & WAGE RATES.

Said increases shall be subject to the Fringe Benefit Fund allocations.

The Union may elect, at its option, upon at least thirty (30) days written notice prior to June 3, 2015 and June 2, 2016 to allocate any increase to any or all: 1) Hourly wage rates; 2) Health Benefit Fund; 3) Central Pension Fund; 4) Vacation; 5) Administrative Dues; 6) Skill Improvement and Apprenticeship; 7) Labor Management Fund and 8) Joint Labor Management Work Preservation Fund.

Any wages paid above the collectively bargained rate for each classification is premium pay, and is determined at the sole discretion of the Employer.

Section 9.3. HAZARDOUS MATERIAL PREMIUMS: Where Environmental Protection Agency (EPA) ratings have been established the following premiums apply:

EPA Level "A" Protection -- $3.00 per hour
EPA Level "B" Protection -- $2.00 per hour
EPA Level "C" Protection -- $1.00 per hour

There is no premium set forth in this Agreement for EPA Level "D" ratings.

Section 9.4. TRUCK CRANE OPERATORS' TRAVEL EXPENSE: Truck crane operators requested to leave their area of residence shall be paid room and board while in transit and a receipt shall be turned into the Contractor.

Section 9.5. REFUSAL TO LEAVE PLACE OF RESIDENCE: Members of the bargaining unit who refuse to leave their place of residence or travel more than thirty (30) miles one way to work without room and board pay shall not be discharged or discriminated against. However, an employee may be laid off for such refusal.

ARTICLE X

SHIFTS AND HOURS OF EMPLOYMENT AND OVERTIME RATES OF PAY

Section 10.1. NORMAL HOURS OF WORK: Eight (8) hours between 6:00 A.M. and 6:00 P.M. shall constitute a regular day's work and forty (40) hours shall constitute a regular week's work, Monday through Friday. All work performed in excess of eight (8) hours per day shall be paid at one and one-half (1½) times the regular rate of pay. The starting time and quitting time and hours of straighttime work may be revised to comply with other crafts on the project if mutually agreed at the pre-job conference or if mutually agreed between the Business Manager and the Contractor at a later date on projects of at least two (2) weeks duration.

All work performed on Saturday shall be paid at one and one-half (1½) times the regular rate of pay.

Section 10.2. TWO, FOUR AND EIGHT HOURS PAY: All workers, including a worker reporting to work for the first time as ordered, shall report for work every morning and shall be paid two (2) hours pay unless notified before leaving their residence not to report for work. At the discretion of supervisory personnel, workers may be required to remain on the job to qualify for the two (2) hours reporting pay.

(A) Workers who are required to remain on the job more than two (2) hours shall receive not less than four (4) hours pay.

(B) Workers who are required to remain on the job more than four (4) hours shall not be paid for less than eight (8) hours.

(C) Workers shall be required to remain on the job to qualify for payment under the above conditions.

(D) All members of the bargaining unit who start their machines or boilers on any job and operate same shall receive not less than four (4) hours pay.

Section 10.3. SUNDAYS AND HOLIDAYS: For all time worked on Sundays and Holidays, the workers shall be paid twice the regular rate of pay. For the purposes of this Agreement, the following days are stated to be Holidays: Christmas Day, Memorial Day, Independence Day, Labor Day, New Year's Day and Thanksgiving Day.

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

Section 10.4. (A) SHIFT WORK: A shift for the purpose of this Agreement shall mean one or more crews of workers working on a pre-arranged schedule of hours other than the normal workday as provided for in this Agreement.

(B) Shift work must start no later than 8:00 A.M. The first shift shall work eight (8) hours at the regular straighttime rate. The second shift shall work seven and one-half (7½) hours and receive eight (8) hours pay at the straighttime rate. A third shift shall work seven (7) hours and receive eight (8) hours pay at the straighttime rate. A thirty (30) minute unpaid lunch period shall be scheduled near the mid-point of the work shift.

(C) An employee covered by this Agreement working on one shift and substituting for another employee covered by this Agreement on another shift shall be paid time and one-half (1½).

(D) Arrangements may be made by the Contractor and the Business Representative to work overtime on a multi-shift job or to change the starting time for the first shift.

(E) Should it be necessary for the operator to work through the lunch period or work any part of the lunch period, he/she shall be paid time and one-half (1½) for the lunch period and he/she shall be allowed fifteen (15) minutes for lunch not to exceed one (1) hour after mid-shift.

ARTICLE XI

REFERRAL

Section 11.1. When the Contractor needs additional employees for work within the jurisdiction of Operating Engineers Local No. 139, it shall give the Union first opportunity to dispatch such help, informing the Union of the location, nature and extent of the job and shall allow forty-eight (48) hours for referral of prospective employees.

Section 11.2. A Contractor's request for an individual operator by name will be honored providing the request is submitted in writing by fax or mail within twenty-four (24) hours and the operator requested is presently on the out-of-work list five (5) days, or is employed regularly on a season-to-season basis by the requesting Contractor.

Section 11.3. In the event the Contractor is notified that such help is not available, or in the event the employee(s) called for do not appear for work at the time designated by the Contractor, the Contractor may hire from any other available source.

Section 11.4. Any employee who is hired in violation of this Article shall be discharged by the Contractor when the violation has been brought to their attention in writing by the Business Representative.

Section 11.5. The Contractor shall have the right to employ or not to employ any applicant referred by the Union.

Section 11.6. EMERGENCY EMPLOYMENT: In the event an employee fails to report for work, becomes sick during the course of the day, or for some other reason disrupts the Contractor's work routine by not working, the Contractor shall immediately contact the Union Office to obtain a qualified replacement. While the Contractor is waiting for the replacement to arrive, it shall have the right to place a qualified person on the equipment in order to keep the other tradespeople working.

Section 11.7. When a Contractor requests an oiler, apprentices will be given preference for the purpose of training crane operators. However, journeymen will not be discriminated against if the Contractor requests an oiler without specifying an apprentice.

Section 11.8. The Union agrees to inform referrals that if they are extended an offer of employment they must provide acceptable documentation to allow Employer to complete an Employment Eligibility Verification Form (I-9) before they may begin work.

Section 11.9. The Employer and the Union agree to the formation of a Labor-Management Committee to create and administer a program to track, store and disseminate employee data including an employee's safety record, training history, apprenticeship history and drug testing information. The Labor-Management Committee shall be vested with the authority to establish what information may be collected and other necessary rules to administer and fund the program. The Operating Engineers shall have one representative on the Committee, and all decisions on what information may be included must be decided by a unanimous vote of the Labor-Management Committee.

ARTICLE XII

SECURITY PAYMENTS

Section 12.1. COMPLIANCE WITH WORKER'S SECURITY LAWS: The Contractor shall comply with all Federal and State Laws governing Worker's Compensation, Old Age Benefit, Social Security, Unemployment Compensation and so forth.

Section 12.2. CERTIFICATE OF COMPLIANCE: In order to insure employees covered by this Agreement against the hazards of unemployment resulting through no fault of their own, Contractors who are not automatically within the provisions of State Unemployment Acts, or required to make contributions thereunder, hereby agree to make voluntary application to the proper state authorities so as to come within the statutory provisions of the Wisconsin Unemployment Compensation and Workers Compensation Acts relating to Employers who are not under said Acts and the regulations promulgated thereunder, regardless of number of employees employed. The Contractor will furnish the Union with its Unemployment Insurance Serial Number.

ARTICLE XIII

SAFETY

Section 13.1. WEATHER PROTECTION: From October 15 through May 1, the Contractor shall furnish adequate protection from the elements/weather, such as windshield, side curtains and winter fan. During periods of extreme heat, summer fans and umbrellas shall be utilized. On all cranes and hoists, heaters will be provided (hot water, propane, or electric).

Section 13.2. PROTECTION FROM FALLING OBJECTS: The Contractor shall equip all equipment utilized in clearing, grubbing, demolition, wrecking or other work where danger exists from falling debris, with a protective canopy of approved design.

Section 13.3. ACCIDENT REPORT: In the event of an accident involving a member of the bargaining unit, appropriate reports shall be completed and a copy will be sent to the District Safety Representative of the Local Union.

Section 13.4. PAYMENT FOR LOST TIME (DAY OF ACCIDENT): When an employee leaves work to go to a physician for treatment because of an on-the-job injury he/she shall be paid for time lost provided he/she returns promptly to the job with a slip from the physician noting time of release. If the physician gives the employee a slip

advising him/her not to return to work, the employee shall be paid for the whole day, not to exceed eight (8) hours.

Section 13.5. HARD HATS: Hard hats and other safety equipment of approved design shall be utilized at all times. Employees are to be charged for replacement hard hats and other safety equipment unless replacement results from damage in the course of employment.

Section 13.6. USE OF CELL PHONE/PAGERS: Employees shall not use personal cellular phones, pagers and other personal entertainment devices while working on the project site. Use of such equipment shall be confined to non-working hours, including the lunch break, unless prior authorization is received from the contractor for extenuating circumstances.

ARTICLE XIV

PICKET LINE

Section 14.1. PICKET LINE: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event of an employee refusing to enter upon any property involved in a primary picket line established by an AFL-CIO Building and Construction Trades Union, including the primary picket line of the Union party to this Agreement and including primary picket lines at the Contractor's places of business and at job sites where it is engaged in its normal operations.

ARTICLE XV

MARKET CONDITIONS

Section 15.1. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to the market conditions within the geographic area of this Agreement. When market conditions indicate the necessity to recoup work opportunities for bargaining unit employees by making contractors signatory to this Agreement more competitive, the parties shall, by mutual agreement, initiate flexible modifications to this Agreement or take whatever steps necessary including providing additional flexible conditions on particular jobs, sometimes known as "targeting".

ARTICLE XVI

INDUSTRY ADVANCEMENT PROGRAM/CONTRACT ADMINISTRATION – AGC/IAP/CA

Section 16.1. During the life of this Agreement, each Employer covered by or subject to this Agreement shall pay per hour for actual time worked to the AGC of Wisconsin IAP/CA, Inc. (hereinafter referred to as IAP/CA Fund) for each employee covered by or subject to this Agreement, the following amounts provided for in Section 9.1 for all hours worked by such employees in the State of Wisconsin except the counties of Kenosha, Milwaukee, Ozaukee, Racine, Washington and Waukesha. These payments set forth in Section 9.1 shall be made not later than the fifteenth (15th) day of each month following the month for which payment is to be made.

Effective June 5, 2011, the hourly contribution rate shall be ten (0.10¢) cents per hour. In consideration of the payment of volume dues and other fees, AGC of Wisconsin members pay five (0.05¢) cents per hour to the IAP/CA Fund.

Section 16.2. (A) The IAP/CA Fund assets may be utilized for the purposes and uses contemplated by the IAP/CA Fund Agreement and may also be used for activities pertaining to the administration of labor agreements which require contributions to the IAP/CA Fund and related operations.

Section 16.2. (B) It is further understood that the Contractor contributions as required by Section 16.1 of this Article shall not be referred to or considered as wage or fringe benefit payments.

Section 16.3. The IAP/CA Board of Directors, may for the purpose of collecting payments required to be made to the Fund, including damages and costs and for the purpose of enforcing rules concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 16.4. Each Contractor who is required to make payments to the IAP/CA Fund pursuant to Section 16.1 of this Article shall promptly furnish to the IAP/CA Board of Directors, or to their authorized agents, on demand, all necessary employment, personnel and payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the IAP/CA Fund and for no other purpose. The Association, the IAP/CA Fund, or their authorized agents, may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the Association, the IAP/CA Fund, or their authorized agents, in connection with the proper administration of the IAP/CA Fund and the activities engaged in by the IAP/CA Fund.

Section 16.5. This IAP/CA Fund contribution shall be transmitted by check made payable to the AGC of Wisconsin IAP/CA, Inc. and transmitted to the AGC of Wisconsin, 4814 E. Broadway, Madison, WI 53716.

ARTICLE XVII

FRINGE BENEFIT FUNDS

Section 17.1. CONTRIBUTIONS: During the life of this Agreement, the Contractor shall make contributions to the several Trust Funds set forth in Section 17.2. for all hours which employees covered by this Agreement (whether Union member or not) are paid pursuant to this Agreement in such amount per hour as is provided in Section 9.1.

In the event of the expiration of this Agreement pursuant to Article III, the contributions to be made pursuant to this Article shall continue to be made until the consummation of a successor agreement but for not more than six (6) months following the date of expiration.

Section 17.2. (A) TRUST FUNDS: The Trust Funds referred to in Section 17.1. are as follows:

1) Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

2) Operating Engineers Local 139 Health Benefit Fund.

3) Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund.

4) Vacation.

5) Administrative Dues Deduction: 1.5% of Total Gross Wages and Fringe Benefit Package.

6) Joint Labor Management Work Preservation Fund.

7) CLMC Fund – See Article XX.

8) AGC/IAP Contract Administration – See Article XVI.

9) Labor Management Cooperation Trust (for Substance Abuse Testing Program)_– See Article XXIII.

(B) VACATION FUND: All persons, firms, or corporations who are signatory parties, or who may become signatory parties to this Agreement, shall pay into the Operating Engineer-Employer Vacation Fund for the purpose of providing vacation benefits to all eligible employees covered by this Agreement, the contribution rate specified in Article XVII, Section 17.2. Vacation payments shall be considered as wages of an employee.

The Fund shall be a jointly trusteed fund subject to the provisions of the trust which the appointed trustees must adopt before collection of vacation contributions.

(C) PAC FUND CONTRIBUTIONS: If the Local 139 Fringe Benefit Funds implement an "Internet Based Fringe Benefit Reporting" system, effective June 1, 2009, the Employer agrees to deduct five (0.05¢) cents for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntarily executed authorized deduction forms which shall be provided to the Employer. It is agreed that these authorized deductions for the IUOE Local 139 Federal PAC are not conditions of membership in the International Union of Operating Engineers, Local 139 or of employment with the Employer.

Payments will be made to the IUOE Local 139 Federal PAC, as part of the "Internet Based Fringe Benefit Reporting" system, at the same time the Employer submits its other benefits to the appropriate offices.

Section 17.3. The Association and the Contractor hereby agree to be bound by the Trust Agreements and amendments thereof, which establish and govern the Trust Agreements and amendments thereof, which establish and govern the Trust Funds referred to in Section 17.2. The Association and the Contractor designate as their representatives on the Board of Trustees of such Trust Fund, such Trustees as have been named and appointed pursuant to said Trust Agreements as Employer Trustees, together with their successors selected in the manner provided in such Trust Agreements. The Association and the Contractor hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 17.4. TIME OF PAYMENTS AND LIQUIDATED DAMAGES: Payments to the Trust Funds specified in Section 17.2 shall be at the end of each month, but no later than the 15th of the following month after which the payments will be considered delinquent. In the event a Contractor remains delinquent until the first day of the month following the due date of their payments to such a Trust Fund, such Contractor shall be assessed liquidated damages and interest as determined by the Trustees. It is agreed that this assessment represents the costs to the Trust Funds because of the delinquent contributions.

Section 17.5. (A) ENFORCEMENT: The Contractor shall promptly furnish to the Trustees of any of the Trust Funds specified in Section 17.2 or their authorized agents, on ten (10) days notice, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Trust Funds. The Trustees, or their authorized agents, may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the Trustees or their authorized agents.

(B) The Trustees of such Trust Funds may, for the purpose of collecting any payments required to be made to such Trust Funds, including damages and costs and for the purpose of enforcing the rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable or administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event of the commencement of any legal, equitable or administrative action for any of the purposes set forth in this Section, the Contractor involved shall pay to the respective Trust Funds all incurred attorneys' fees, court reporter fees, filing fees, the costs of effecting service of papers, the cost of special (non-routine) audits of payroll records and the costs of auditors' services involved in such legal procedures as may be deemed necessary by the Trustees, provided the Contractor is found to be delinquent.

Section 17.6. REMOVAL OF EMPLOYEES: If the employees are removed from the job by the Union to enforce payments, liquidated damages or assessments, the employees shall be paid by the delinquent Contractor for not more than ten (10) working days at the straighttime hourly rate.

Section 17.7. BOND REQUIREMENTS: The Trustees of any employee benefit for which contributions are required hereunder may require for good cause, that any particular Contractor maintain during the term of this Agreement a surety bond in the amount of fifty thousand ($50,000.00) dollars to guarantee the payment of such contribution.

In the event of failure, default or refusal of the Contractor to meet their obligations to their employees or the Pension Fund and Health Benefit Fund when due, the Trustees of the Pension Fund and Health Benefit Fund may, after written notice to the Contractor, file claim to obtain payment, costs and reasonable attorneys' fees from the applicable surety bond.

Failure of a Contractor to obtain and maintain an effective surety bond as required herein, or failure and default by a Contractor of payment or obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement, in consequence of which, the Union shall have the right to resort to economic and other sanctions against the said Contractor.

ARTICLE XVIII

ADMINISTRATIVE DUES

Section 18.1. ADMINISTRATIVE DUES: During the term of this Agreement, in accordance with the terms of an individual and voluntary written authorization for checkoff of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the Contractor shall deduct each week from the wages of all employees covered by this Agreement, one and one half (1.5%) percent of the total gross wage and fringe benefit package.

Said amounts shall be remitted to the Local Union as administrative dues and the reporting of these amounts shall be made in the same manner and on the forms provided for the payment of fringe benefit contributions. Amounts deducted by the Contractor for the current month shall be forwarded to the Local Union, together with the report forms which have been furnished, by the end of each month, but no later than the fifteenth (15th) day of the following month, after which payments will be considered delinquent.

In the event that the Contractor has deducted the administrative dues from the employee's wages in accordance with this Section and fails to remit dues as required herein, the Contractor shall be liable for any claim and/or cost of collection that may arise on account of such non-payment. It is further agreed that the Union shall have the right to strike to collect delinquencies in the payment of administrative dues.

Section 18.2. INDEMNITY: The Union hereby agrees to protect, defend, indemnify and hold harmless any contractor who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by any person or governmental agency that may arise out of or by reason of action taken by any Contractor in agreeing to and complying with the provisions of Section 18.1.

ARTICLE XIX

JOINT LABOR MANAGEMENT WORK PRESERVATION FUND

There shall be a per hour contribution for all hours worked under the terms of this Agreement paid to the Joint Labor Management Work Preservation Fund which is already in existence. It is agreed and understood by and between the Union and the Contractors that the hourly contribution rate will be subject to allocation by the membership on an annual basis. Contributions shall be designated in Article IX, Classifications and Wage Rates. Checks shall be made payable to the Joint Labor Management Work Preservation Fund and transmitted with the Operating Engineers Health Benefit Fund, P.O. Box 1079, Kenosha, WI 53141-1079.

ARTICLE XX

LABOR MANAGEMENT FUND

Section 20.1. In Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk, and Walworth Counties, there is a per hour deduction for a Labor-Management Fund. The parties agree with the concept that Labor

Management Committees are beneficial to the promotion of union construction as outlined in Exhibit A which is incorporated into and made a part of this Agreement. Contributions and deductions shall be designated for certain areas covered by this collective bargaining agreement in Article IX, Classifications and Wage Rates. It is agreed and understood by and between the Union and the Contractors that the hourly contribution rate will be subject to allocation by the membership on an annual basis. An approved joint labor-management council must be incorporated. The council must operate under a trust agreement and/or bylaws and its principal purpose must be to promote and market union construction. Officers must be elected and both labor and management must each have at least one officer.

EXHIBIT A

CONSTRUCTION LABOR MANAGEMENT COUNCILS

Section 1

The parties agree to participate in various Labor-Management Councils which may be established within the geographic jurisdiction of this Agreement which are established under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. paragraph 175(a) and Section 302(c) (g) of the Taft-Hartley Act, 29 U.S.C. paragraph 186(c) (9). The permissible purposes of these committees include the following:

a) To improve communication between representatives of labor and management and engender cooperative and harmonious relations between labor and management in the construction industry;

b) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

c) To provide a forum for open and honest discussion of problems confronting employees and employers in the construction industry;

d) To study and explore ways of increasing productivity of both labor and management and of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;

e) To enhance the involvement of workers in making decisions that affect their working lives and to improve the quality of worklife for employees in the construction industry;

f) To expand and improve working relationships between workers and managers;

g) To avoid disputes between labor and management before they arise and to assist in promptly and fairly resolving disputes when they do arise;

h) To promote the use of safe, efficient, high quality construction services in development, maintenance and rehabilitation of industrial and commercial facilities;

i) To seek to maintain a productive dialogue with users of construction services;

j) To foster the development of craft skills and high quality training in the construction industry;

k) To foster improvements in occupational safety and health and other working conditions in the construction industry;

l) To engage in any other lawful activities incidental or related to the accomplishment of these purposes.

Section 2

a) The committee shall function in accordance with and as provided in the governing documents of the committee and subsequent amendments thereto.

b) The Employer(s) party to this collective bargaining agreement will contribute an amount mutually agreed on a monthly basis to the various labor-management councils when working within the designated geographic jurisdiction. The monies of each committee shall be at all times segregated from other Union or Employer assets and shall not be used or controlled by the Union or Employer(s) party to this Agreement but shall be administered solely by the various committees and their duly authorized representatives of the Union and Employer(s) party to this Agreement may serve on the various committees.

1. The Employer(s) shall implement good management practices and cost effective modifications of its operations and the Union shall take the steps necessary to foster such changes in accordance with the general goals and concepts developed by the committee to increase competition in the industry.

2. Each committee shall have the authority to consider complaints filed under this section by construction users and/or by signatory Union or Employer(s) and make findings in compliance with this Agreement.

ARTICLE XXI

SEPARABILITY AND SAVINGS

Section 21.1. SEPARABILITY: If any article, section or provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article, section or provision should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby and shall stay in full force and effect.

Section 21.2. REVISIONS: In either of the events set forth in Section 21.1 above, the Association and the Union shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or provision for the remainder of the term of this Agreement or for the period of the restraint, whichever is the shorter. If the parties do not agree on a replacement within sixty (60) days after commencement of the period of invalidity or restraint, the disagreement shall be submitted to arbitration under Article VIII.

ARTICLE XXII

SUCCESSORSHIP

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the Contractor should decide to sell or

transfer the business or any parts thereof covered by this Agreement, the Contractor will thereupon notify the Union in writing. Nothing in this Agreement shall be construed to prevent a Contractor from terminating all or part of their business following prior notice to the Union.

ARTICLE XXIII

CONSTRUCTION TRADES SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

During the life of this Agreement the Contractor shall contribute two (0.02¢) cents per hour for all hours worked under the terms of this Agreement. Contributions shall be submitted to the Labor Management Cooperation Trust C/O the Operating Engineers Health Benefit Fund, P.O. Box 1079, Kenosha, Wisconsin 53141-1079.

Copies of the Construction Trades Substance Abuse Testing & Assistance Program are available upon request from any of the Local 139 District Offices or may be printed from the AGC website at www.agcwi.org.

MEMORANDUM OF UNDERSTANDING

ASSOCIATED GENERAL CONTRACTORS OF WISCONSIN, INC. (hereinafter "Association") for and on behalf of the employers represented by it and **LOCAL 139** of the **INTERNATIONAL UNION OF OPERATING ENGINEERS** (hereinafter "Union") are executing this Memorandum of Understanding with respect to the Building, Heavy and Municipal/Utilities Construction Master Agreement (Area II) entered into effective June 1, 2014 (hereinafter called "Basic Agreement"), it being understood that the agreements and understandings herein contained shall have the same effect as if contained in the Basic Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that any Contractor who has not during this Agreement performed work within the jurisdiction of this Agreement shall upon the Union's request, provide the Union with its Wisconsin Unemployment Compensation account number. Said Contractor shall also, upon the Union's request, provide a written representation attesting to which insurance carrier its Workers Compensation Insurance is purchased. The Union may request such information prior to said contractor starting work.

LETTER OF UNDERSTANDING REGARDING PATIENT PROTECTION AND AFFORDABLE CARE ACT ECONOMIC RE-OPENER

The parties acknowledge that at the time of negotiation of this Master Agreement there remain unanswered questions with respect to the full application and impact of the Patient Protection and Affordable Care Act ("PPACA") with respect to the Operating Engineers Health Benefit Fund. As such, each party represents that it shall direct their respective appointed Trustees to the Fund to administer the Fund to be in compliance with the PPACA and further to administer such Fund and its benefit levels in such a manner so as not to trigger any type of fines, penalties, excise taxes, taxes, assessments, surcharges and/or other similar mandated payments to be imposed on the Contractor(s) other than the hourly contribution rate then in effect as it relates to health benefit coverage for bargaining unit members working under this Master Agreement.

The parties further agree that in the event that the action or inaction of the Trustees as it relates to the PPACA or the PPACA itself causes any Contractor(s) to incur or be responsible for any type of fines, penalties, excise taxes, taxes, assessments surcharges and/or other similar mandated payments under the PPACA, the Contractor(s) will comply with any and all legal obligation to make such payment. The Union further agrees to meet with the Contractor(s) no later than ninety (90) days before any such above-referenced additional payment(s) are effective or become due to negotiate economic changes to the Master Agreement. If no resolution is reached within that ninety (90) day period, and if proper notification to FMCS and WERC of such economic re-opener of the Master Agreement has been given, either side may declare impasse and exercise their right to engage in any and all lawful economic action, including but not limited to, implementation of the Contractor(s) last proposal or lockout, and the Union's right to strike.

Dated this 2nd day of June, 2014.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 139

Terrance E. McGowan

ASSOCIATED GENERAL CONTRACTORS
OF WISCONSIN, INC.

Robert L. Barker

RECOGNITION AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____, by and between the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 139 (the "Union") and _____ (the "Employer").

The Employer acknowledges that the Union has submitted proof in the form of signed authorization cards that the Union represents a majority of the Employer's employees in the job classifications included in the bargaining unit covered by this Agreement.

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

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 139

BY:_____ _____

Title:_____ _____

EMPLOYER:

_____

BY:_____ _____

Title:_____ _____

ASSOCIATED GENERAL CONTRACTORS OF WISCONSIN, INC.

Negotiating Committee:

Chairman: Barry D. Scholz
The Boldt Company

David Bohl
AGC of Wisconsin

Patrick Smith
C.D. Smith & Son

Ryan Harrison
Dawes Rigging and Crane Rental, Inc.

Pete Klosterman
Miron Construction Company, Inc.

Steve Nachreiner
Edgerton Construction, Inc.

Jeff McLean
J.H. Findorff & Sons

Nathan Hiles
J.H. Findorff & Sons

Tom DeBeck
Speedway Sand & Gravel

Brent Conwell
Capitol Underground

David A Smestad
C.R. Meyer & Sons

Sean Cullen
J.P. Cullen & Sons, Inc.

OPERATING ENGINEERS
LOCAL 139

Negotiating Committee:

Chairman: Terrance E. McGowan
President/Business Manager

Daniel Sperberg
Vice President

Ryan Oehlhof
Recording-Corresponding Secretary

Steve Buffalo
Financial Secretary

Randy Patrow
Treasurer

Greg West
District "D" Manager

Leonard Shelton
District "B" Representative