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# **MASTER BUILDING AGREEMENT AREA I**

between

**The Allied Construction  
Employers Association**  
and

**The International Union  
of  
Operating Engineers  
Local Union No. 139**



**June 1, 2021 – May 31, 2024**

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## DISTRICTS



### MAIN OFFICE

#### DISTRICT A

N27 W23233 Roundy Drive  
P.O. Box 130  
Pewaukee, Wisconsin 53072  
Phone (262) 896-0139  
Toll Free 1-800-280-0139

### BRANCH OFFICES

#### DISTRICT B

4702 S. Biltmore Lane  
Madison, Wisconsin 53718  
Phone (608) 243-0139  
Toll Free 1-844-861-0250

#### DISTRICT C

1003 South Hillcrest Parkway  
Altoona, Wisconsin 54720  
Phone (715) 838-0139  
Toll Free 1-800-851-7571

#### DISTRICT D

5191 Abitz Road  
Appleton, Wisconsin 54914-9016  
Phone (920) 739-6378  
Toll Free 1-800-851-7559

### HEALTH BENEFIT FUND OFFICE

N27 W23233 Roundy Drive  
P.O. Box 160  
Pewaukee, Wisconsin 53072  
Phone (262) 549-9190  
Toll Free 1-800-242-7018

### SKILL IMPROVEMENT & APPRENTICE OFFICE

W11584 Highway 21  
Coloma, Wisconsin 54930  
Phone (715) 228-4911  
Toll Free 1-800-779-2173

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## AREA I MASTER BUILDING AGREEMENT

THIS MASTER AGREEMENT, made and entered into this 1st day of June, 2021, by and between the Allied Construction Employers Association, Inc., hereinafter 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 International Union of Operating Engineers, Local No. 139, hereinafter 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 purposes 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 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 Allied Construction employers Association 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 Allied Construction Employers Association at least ninety (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:** (A) The Contractor hereby agrees to assign 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.

(B) Unless bargaining unit members work requires a valid Wisconsin CDL, it shall not be a condition of employment for all journey workers covered under this Collective Bargaining Agreement.

**Section 1.4 ASSOCIATION'S LIABILITIES:** It is understood and agreed that the Association 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 SCOPE OF AGREEMENT:** (A) This Agreement shall apply to all on site building construction work including operations incidental thereto. Building construction work shall include the construction, erection, dismantling, wrecking, modification, addition to or improvements of building structures; the construction, erection, modification of industrial plants, commercial buildings, residential structures, steam and nuclear power plants; snow removal; flood control; prestressed concrete erection; the driving of sheet piling and piling, caisson work; foundation work; atomic reactors; 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 operation. 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.

## ARTICLE II UNION SECURITY

**Section 2.1** The provisions of this Article are contingent on their legal validity under the laws of the State of Wisconsin. If any state law invalidates this Article, then this Article shall not be enforced.

**Section 2.2 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 2.3 FAILURE TO MAINTAIN MEMBERSHIP OR JOIN:** Upon written notice from the Union, advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing as covered above, by payment of uniform initiation fees and/or dues as required, the 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 2.4 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 2.5 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. No claimed violation of this Section shall be subject to Article VII – Enforcement of this Agreement.

### ARTICLE III PERIOD OF AGREEMENT

**Section 3.1 PERIOD OF AGREEMENT:** This Agreement shall continue in full force and effect until May 31, 2024, and thereafter and shall be subject to amendment or termination only

if either party notifies the other party in writing, via certified mail to the party's main office, 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, 2024, 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, they will sublet or contract out such work only to a subcontractor who is signed to this Master Agreement.

**Section 4.2** When situations arise wherein it is claimed that no union contractor 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 applies to the following counties in the State of Wisconsin: Kenosha, Milwaukee, Ozaukee, Racine, Washington and Waukesha.

### ARTICLE VI JURISDICTION

**Section 6.1 EQUIPMENT ASSIGNMENT:** The Employer agrees to assign any equipment within the jurisdiction as described below to bargaining unit employees: the operation of all hoisting and portable engines on building and construction work where operated by steam, electricity, diesel, gasoline, hydraulic or compressed air, butane, propane or other gases and nuclear or atomic power, including but not limited to, 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 operate any particular piece of equipment that happens to be on the project unless the Contractor determines they have need for such workers or unless otherwise provided for in this Agreement.

**Section 7.2 JUST CAUSE:** The Contractor may discharge any workers 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 the workers. Further, the Contractor shall have the right to discharge any workers for drunkenness, dishonesty, or insubordination in the performance of his/her job. However, no worker shall be discharged for defending the rights of any workers under the terms of this Agreement.

**Section 7.3 SMALL EQUIPMENT:** Combination small equipment operators, operating and maintaining equipment listed in Article IX, Section 9.1, Classification 4, shall be assigned at the Pre job Conference.

**Section 7.4. FORKLIFT AND TELEHANDLER ASSIGNMENT:** The operation of all forklifts and telehandlers, with the exception of mason tender duties, 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 and paid in accordance to the appropriate classification as provided in Article IX, Section 9.1. On jobs or projects where the use of the forklift/telehandler 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 7.5 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 7.6 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 7.7 POWER PACK VIBRATORY:** (A) 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:

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 rate listed in Classification No. 4.

**(B) GENERATORS:** Generators or combinations of generators having a capacity of 150 KW or less shall be assigned to an Operating Engineer. Generators or combination of generators of over 150 KW on a single project and operated by a single Employer 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 7.8 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 Employer shall be assigned to an Operating Engineer and an Operating Engineer shall be in attendance at all times that the compressors are operating.

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

**Section 7.10 WELL POINT AND DEWATERING SYSTEMS:** **(A)** 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 manned by a member of the bargaining unit at all times that the system is pumping, except that dewatering systems utilizing well points with pumps powered by electric motors shall not require manning on a full time basis, but 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.

A dewatering system utilizing deep wells and pumps driven directly by internal combustion engines shall be manned at all times the system is pumping.

**(D)** In the event of non compliance with assignment and manning provisions of this section as they pertain to the operation of a dewatering system utilizing 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 ENGINEER AND OILER:** **(A) Oiler:** An oiler shall be assigned to cranes and derricks with a lifting capacity of over one hundred (100) ton (manufacturers' rated capacity). It is agreed the manufacturers' rated capacity 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, maximum amount of sheaves and lagging, for the machine's maximum lifting capacity.

**(B) CAISSON OR VERTICAL BORING MACHINES:** Caisson or vertical boring machines shall have an engineer and an oiler assigned to operate and maintain them. When machine movements on the project necessitate a second employee, such employee will be a member of the bargaining unit.

**(C) START-UP TIME:** The engineer and oiler shall start work one half (1/2) hour before the regular shift to oil, grease, start machines, safety inspection, or other work to be performed.

**(D) OILER'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, he/she may maintain not more than

two (2) machines in Classification No. 3 and No. 4 of Article IX, Section 9.1.

**(E) SPECIAL PROJECTS:** On all atomic, gas, nuclear and steam power plants, hydro-electric plants, defense plants, earth dams, river flood control projects, an engineer and oiler shall be assigned to all cranes, clamshells, draglines, derricks, pile drivers, shovels, backhoes (except tractor type and mini-excavators 10,000 lbs or less), boring rigs, regardless of capacity or size, all rough terrain cranes twenty five (25) tons or over (manufacturers' rated capacity). All strand jacks shall be paid under Classification 1(B)1. An engineer shall be assigned to all telehandlers and paid in accordance with Class 1(C)1. 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 7.29 "Regular Assigned Engineer", unless that machine remains idle for a period of three (3) consecutive work days.

**(F) CONCRETE PUMPS:** Oilers on all concrete pumps 60 meter and larger and/or detachable placement booms.

**Section 7.12 START-UP TIME (Equipment Not Requiring Oilers):** (A) For all cranes, shovels, draglines, derricks, backhoes (excluding tractor type backhoes) and concrete pavers 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 (1 1/2) times his/her regular rate of pay for oiling his/her machine before or after his/her regular work shift. The time must be put in before or after the regular work shift in order to be eligible for this pay.

**(B) MACHINE MOVEMENT:** When machine movements to the project, from the project, and around the project site necessitate a second employee, such employee will be a member of the bargaining unit.

**Section 7.13 MASTER MECHANIC OR FOREMAN:** On all gas, atomic, nuclear, and steam power plants, hydro electric plants, defense plants, earth dams, river flood control projects, where ten (10) or more operating engineers exclusive of oilers are

employed by a single Contractor, and on project specific agreements where an employer utilizes six (6) or more cranes of one hundred (100) tons or larger capacity, that Contractor shall employ a Master Mechanic/Foreman for each shift worked. On the aforementioned projects the Master Mechanic/Foreman and Job Steward shall be in attendance for all hours worked by the crew. The Master Mechanic/Foreman may be assigned additional duties by mutual agreement of the Employer and Union.

**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 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 steward's duties at the Pre Job Conference.

**Section 7.16 PERSONNEL HOISTS AND MATERIAL HOISTS:** (A) Material 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. Personnel hoists when operating, shall be assigned to an Operating Engineer and be operated by a member of the bargaining unit.

**(B) ELEVATOR:** The operation of the elevator 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 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. The use of 1st or 2nd year apprentices shall be encouraged.

**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 will 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 slipform construction work shall be assigned to and operated by an Operating Engineer.

**Section 7.19 NUMBER OF MACHINES:** Operators assigned to certain equipment shall not be required to operate more than two (2) machines in any one day. If the rate applicable to one machine is higher than the other, the higher rate shall apply and be paid for the full shift. This restriction shall not apply to small equipment such as pumps, welding machines, generators under 150 KW, compressors under 400 CFM, small conveyors, mixers under 14S, heaters or any other small equipment not specifically named in other parts of this Agreement.

**Section 7.20 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 their immediate representative on the jobsite if necessary to check the workers during working hours. Contractors will endeavor to supply adequate passes if possible.

**Section 7.21 METHOD OF PAYMENT:** A Contractor shall pay once a week on a calendar week basis. Employees will be furnished with the following information: 1) Total hours worked or straight time hours worked. 2) Overtime hours or overtime earnings. 3) Gross pay. 4) Total other deductions. After receiving his/her weekly wage, if an employee submits a written request for a copy of his/her weekly payroll computation, the Contractor shall provide the employee such information.

Upon request, all workers whether laid off, discharged or continually employed must be paid by the next regular payday, including payment of allowances. Contractors will provide a written separation notice upon request. Placing the worker's check in the mail twenty four (24) hours before the next regular payday shall be in compliance with this provision. Upon layoff or discharge, all employees shall be furnished a written slip stating the reason for discharge or layoff. A copy of the notice shall be sent to the nearest District Union Office. In the event of non compliance (with the pay provisions and/or separation slips) the sole remedy of the discharged employee shall be that he/she be paid for eight (8) hours commencing with the day of discharge at his/her present rate until the separation check and/or notice is personally delivered or mailed.

**Section 7.22 REPAIR OF EQUIPMENT:** Where work is to be done (on the job or in Contractor's yard) such as to operate, setup, or repair engines, equipment or boilers, said work or repairs shall be done by members of Local Union #139, or authorized dealers (warranty work only). 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 except in shops where full time Operating Engineer mechanics are employed.

**Section 7.23 DRINKING WATER/SANITARY FACILITIES:** The Contractor shall be required to furnish fresh drinking water and sanitary drinking cups at all times. The Contractor shall also provide adequate toilet facilities.

**Section 7.24 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 workers within the job site to the place of their work; the project management and union will meet to establish any special conditions surrounding such personnel haul operation. When the Contractor furnishes such transportation to the employee without cost to him/her, the equipment shall include

seats and protection from the elements and definite pickup and discharge points shall be determined.

**Section 7.25 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 7.26 TOOLS:** (A) Mechanics shall not be required to furnish socket tools larger than one half (1/2) inch drive capacity, or wrenches of one and one fourth (1 1/4) inch capacity.

(B) When Employees furnish their own tools and leave such tools on the Employer's premises (or mechanics service trucks) or job site, these tools will be insured or replaced by the Employer against theft, fire, or damage caused by misuse by other Employees, provided that the Employee has provided an itemized list of the tools and their current replacement value to the Employer.

**Section 7.27 TIME OFF FOR UNION DUTIES:** (A) When an engineer or 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.

**(B) TIME OFF FOR ELECTION DAY (State Statute 6.76):** (1) Any person entitled to vote at an election is entitled to be absent from work while the polls are open for a period not to exceed three (3) successive hours to vote. The elector shall notify the affected Employer before election day of the intended absence. The Employer may designate the time of day for the absence.

(2) No penalty, other than a deduction for time lost, may be imposed upon an elector by his or her Employer by reason of the absence authorized by this section.

(3) This section applies to all Employers including the state and all political subdivisions of the state and their Employees, but does not affect the Employees' right to holidays existing on June 28, 1945, or established after that date.

**Section 7.28 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 transport him/her to his/her private transportation and the Contractor will pay him/her continued time.

**Section 7.29 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 7.30 LEASING:** The Contractor shall not assign bargaining unit members to operate or perform bargaining unit work on equipment owned or leased by any third party employer who is not signatory to this Agreement unless the equipment has been bought or leased from the contractor by the third party employer. The Contractor shall not use any leasing device to or from a third party to evade this Agreement.

**Section 7.31 APPRENTICES:** The use of apprentices shall be encouraged and promoted. Apprentices will be excluded from the terms as provided for in Article IX, Section 9.3, Servicing Other Crafts. The Standards for apprenticeship shall be set and maintained by the Board of Trustees of the Joint Apprenticeship and Training Committee. It is agreed and understood by and between the Union and the Contractors that the ratio of apprentices and journeymen will be subject to review by the JATC Board of Trustees on an annual basis.

**RATIO OF APPRENTICES TO JOURNEYWORKERS:** One (1) apprentice will be allowed as long as there is one (1) journey worker. Any additional apprentices will not be allowed until the appropriate number of journeymen are employed based on the ratio established by the trustees. 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 apprentices to journeymen will be subject to review by the JATC Board of Trustees on an annual basis.

Apprentice wages are structured as follows:

Pay Period	Wage Rate (Based on Class 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 posted rate and one hundred (100%) percent of other fringe benefits paid in accordance with Article IX, Sections 9.1 and 9.2.

**Section 7.32 FOREMEN: (A)** Except as provided for in Section 7.13, when in the Contractor's opinion, the crew is large enough 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.

**(B)** No Contractor, foreman, superintendent or master mechanic shall displace an operator on any equipment on any project, except as provided in Article XI, Section 11.6.

**Section 7.33 WAGE DETERMINATION FORMS:** Contractor agrees to fill out all Federal and State Wage Determination Request Forms which may be sent to them and furnish the Union a copy of same.

## ARTICLE VIII ENFORCEMENT

**Section 8.1** It is understood and agreed by and between the parties that there shall be neither strikes nor lockouts because of disputes, disagreements or differences concerning the interpretation or application of the terms and provisions of this Agreement. Excepting those instances provided otherwise in this Agreement, such disputes, disagreements, or differences shall be resolved as hereinafter provided for.

**Section 8.2** A grievance 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 (copy sent to ACEA Office).

**Section 8.3** All grievances, disputes or complaints of violations of any provisions of this Agreement shall 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 Contractor 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 sole and exclusive jurisdiction to determine the arbitrability of such dispute as well as the merits thereof. Written notice by certified mail, return receipt 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 aggrieved person or persons 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 attorney's and witness' fees shall be shared equally by the Union and Contractor involved.

## MASTER BUILDING AGREEMENT – AREA I ARTICLE IX CLASSIFICATION & WAGE RATES

<b>Section 9.1</b> <b>CLASSIFICATION:</b>		Wage Rate Effective 6/1/2021
1.(A)	All cranes listed in 1.(A)1 with CCO certification .	\$48.61
1.(A)1	Cranes, tower cranes, pedestal tower cranes and derricks with or without attachments with a lifting capacity of over 100 tons or cranes, tower cranes, pedestal tower cranes and derricks with boom, leads, and/or jib lengths measuring 176 feet or longer, self-erecting tower cranes with a lifting capacity of over 4,000 lbs., all cranes with boom dollies, boring machines (directional), master mechanic or foreman. There will be a wage increase of the higher of \$.50 per 100 ton or per 100 feet of boom (or any portion thereof) for the length of boom over 200 feet or lifting capacity of the crane over 200 tons to a maximum of 300 tons or 300 feet. Thereafter an increase of \$.01 per foot or ton whichever is greater will be applied .....	\$48.11
1.(B)	All cranes listed in 1.(B)1 with CCO Certification.	\$48.11
1.(B)1	Cranes, tower cranes, portable tower cranes, pedestal tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or under or cranes, tower cranes, portable tower cranes, pedestal tower cranes, and derricks with boom leads and/or jib lengths measuring 175 feet or under, backhoes (excavators) 130,000 lbs. and over, caisson rigs, pile drivers, boring machines (vertical or horizontal), versi-lifts, tri-lifts, strand jacks and gantries (20,000 pounds and over).....	\$47.61
1.(C)	All cranes listed in 1.(C)1 with CCO Certification.	\$47.61

1.(C)1	Backhoes (excavators) under 130,000 lbs., self-erecting tower cranes with a lifting capacity of 4,000 lbs. and under, traveling cranes (bridge type), skid rigs, dredge operator, mechanic, concrete pumps (over 46 meter), concrete paver (over 27E), concrete spreader and distributor, forklift/telehandler (machinery moving/steel erection), hydroblaster (10,000 psi and over). All special project telehandlers (refer to Article VII, Section 7.11(E)).....	<u>Wage Rate Effective 6/1/2021</u>	\$47.11	4.	Tamper-Compactors (riding type), assistant engineer, A-frames and winch trucks, concrete auto breaker, hydrohammers (small), brooms and sweepers, hoist (tuggers, under 5 ton), boats (tug, safety, work barges and launch), shoulderering machine operator, screed operator, stone crushers and screening plants, prestress machines, screed operators (milling machine), farm or industrial tractor mounted equipment, post hole digger, fireman (asphalt plants), air compressor (over 400 CFM), generators (over 150 KW), augers (vertical and horizontal), air, electric, hydraulic, jacks (slipform), skid steer loaders (with or without attachments), boiler operators (temporary heat), refrigeration plant/freeze machines, power pack vibratory/ultra sound drivers and extractors, welding machines, heaters (mechanical), pumps, winches (small electric), oiler and greaser, rotary drill helper, conveyor, forklifts, telehandler (8,000 lbs. and under), elevators, automatic hoist, pumps (well points), combination small equipment operators.....	<u>Wage Rate Effective 6/1/2021</u>	\$37.49
2.	Material hoists, stack hoists, tractor or truck mounted hydraulic backhoe, tractor or truck mounted hydraulic crane (5 tons or under), hoist (tuggers, 5 ton and over), hydro-excavators/daylighters, concrete pumps (46 meter and under), rotec type conveyors, tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), motor patrol, scraper operator, side-boom, straddle carrier, welder, bituminous plant and paver operator, roller (over 5 tons), rail leveling machine (railroad), tie placer, tie extractor, tie tamper, stone leveler, rotary drill operator and blaster, percussion drill operator, air track drill and/or hammers, gantrys (under 20,000 pounds), trencher (wheel type or chain type having over 8-inch bucket), milling machine, unlicensed off-road material haulers .....	\$46.42					
3.	Backfiller, concrete auto breaker (large), concrete finishing machines (road type), roller (rubber-tired), concrete batch hopper, concrete conveyor systems, grout pumps, concrete mixers (14S or over), screw type pumps and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), trencher (chain type having bucket 8-inch and under), industrial locomotives, rollers (under 5 tons), stump grinder/chipper (large), timber shear, processor, timber equipment, firemen (pile drivers and derricks), personnel hoist, telehandlers (over 8,000 lbs.), robotic tool carrier with or without attachments .....	\$42.64					

implementation date with respect to this matter, the parties believe there remains uncertainty as to whether OSHA will implement on this date. Further, there remains unanswered questions with respect to the full application and impact of the Crane Operator Certification Requirement. Accordingly, the parties agree that the Contractor shall pay the wage rate set forth in Section 9.1, Classification 1(A), 1(B), or 1(C), as applicable, to current bargaining unit members who acquired a CCO certification on or before May 31, 2016. All bargaining unit members, as of May 31, 2016, who acquire a CCO certification after May 31, 2016 shall be paid at the wage rate set forth in Section 9.1, Classification 1(A)1, 1(B)1, or 1(C)1, as applicable. CCO certification shall be verified by the Union upon request by the Employer.

	Effective
*Fringe benefits to be paid in addition to these rates:	6/1/2021
1. Central Pension Fund .....	\$12.10
2. Health Benefit Fund (This amount includes \$1.06 to pre-funding.)....	\$9.91
3. Skill Improvement & Apprenticeship.....	\$1.24
4. Vacation Fund (to be established)	
5. Administrative Dues 1.5% of Total Gross Wage and Fringe Package	
6. Industry Advancement Program/ Contract Administration (I.A.P./C.A.).....	\$.13
7. Joint Labor Management Work Preservation Fund (JLMWPF) - See Article XVIII.....	\$.34
8. IUOE National Training Fund.....	\$.05
9. Operating Engineers Local 139 Defined Contribution Annuity Fund.....	\$1.00
10. Substance Abuse Testing & Assistance Program (SATAP) .....	\$.02

PURSUANT TO THE COLLECTIVE BARGAINING AGREEMENT  
EFFECTIVE 6/1/2009, APPRENTICES SHALL RECEIVE FIFTY (50%)  
PERCENT OF THE JOURNEYWORKERS PENSION RATE:

6/1/2021.....\$6.05

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

**6/1/2021**

\$1.55 per hour – Classifications 1 & 2  
\$1.35 per hour – Classifications 3 & 4

**6/1/2022**

\$1.90 per hour – Classifications 1 & 2  
\$1.75 per hour – Classifications 3 & 4

**6/1/2023**

\$2.00 per hour – Classifications 1 & 2  
\$1.80 per hour – Classifications 3 & 4

\*The June 1, 2021 economic increase of \$1.55 (one dollar and fifty-five cents) is included in the wage rates identified for June 1, 2021, under Article IX, Section 9.1 CLASSIFICATION & WAGE RATES.

The Union may elect, at its option, upon at least thirty (30) days written notice prior to June 1st of each year, to allocate any increase to any or all: 1) Hourly wage rates; 2) Health Benefit Fund; 3) Pension; 4) Vacation; 5) Administrative Dues; 6) Skill Improvement and Apprenticeship; 7) Joint Labor Management Work Preservation Fund; 8) IUOE National Training Fund; 9) Operating Engineers Local 139 Defined Contribution Annuity Fund.

The Union agrees to furnish the Association and/or Contractor, upon at least thirty (30) days written notice, with a Hold Harmless Agreement when an Administrative Dues deduction is to be made from an employee's gross wages in the absence of a written authorization for checkoff of membership dues conforming with the provisions of Section 302 (c) of the Labor Management Relations Act, as amended.

**Section 9.3 SERVICING OTHER CRAFTS:** Bargaining unit employees servicing other crafts for two (2) hours or more shall receive the same wage rate, vacation pay, annuity, individual account retirement fund, travel time, subsistence and overtime pay received by the craft being serviced, and under the jurisdiction of that craft's Local in which the work is performed, provided,

however, that it is not a lesser amount than within this Agreement. This section does not apply to apprentices.

**Section 9.4 TRUCK CRANE OPERATORS' TRAVEL EXPENSE:** (A) Truck crane operators requested to leave area of residence shall be paid room and board while in transit, and a receipt shall be turned in to the Company.

(B) Truck crane operators dispatched from regularly assigned dispatch points in Area I to work outside of the Area I jurisdiction will be paid in accordance with the Area I wage and fringe benefit package.

**Section 9.5 TRAVEL, MILEAGE AND SUBSISTENCE:** When an Employee is required to work at a job site where he/she is required to stay overnight, he/she shall be paid room and board. The Employee shall turn in expense receipts to the Employer.

**Section 9.6** When an employee is transferred from one job site to another during his/her regular work shift, he/she shall receive the same rate of pay for traveling time as he/she receives for productive time.

**Section 9.7 WAITING TIME:** Employees sent to such a distant job site and not put to work, or if the job is not ready for them to go to work, shall be paid at their straight time hourly wage rates for such time, or such employees shall be sent back to the shipping point, with time and transportation to be paid in accordance with Sections 9.5 and 9.6.

**Section 9.8 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 and travel pay shall not be discharged or discriminated against. However, a worker may be laid off for such refusal.

**Section 9.9** Operators working in areas where an EPA rating has been established shall receive the following premiums:

EPA level "A" protection - \$3.00 per hour  
EPA level "B" protection - \$2.00 per hour  
EPA level "C" protection - \$1.00 per hour

**Section 9.10 PAYMENT OF ALLOWANCES:** As allowances accrue in accordance with Sections 9.4 and 9.5, above, they shall be paid on the first pay period after such allowances accrue, providing the proper documentation is submitted in a timely fashion to the Contractor. Transportation allowance and travel time, in accordance with 9.4(B) above will be paid for both going to and for returning from the job.

**Section 9.11 HOMELAND SECURITY TWIC PROGRAM:** Signatory Contractors will be reimbursed one-half (1/2) the cost associated with sending their employees through Homeland Security TWIC program from the training fund, not to exceed seventy (\$70.00) dollars.

## **ARTICLE X** **SEPARABILITY AND SAVINGS**

**Section 10.1 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 10.2 REVISIONS:** In either of the events set forth in Section 10.1 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 resolved under terms of Article VIII, Enforcement.

**Section 10.3 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 nor the Association has the right to add or subtract from the terms of this Agreement without the mutual written consent of all parties thereto.

## ARTICLE XI REFERRAL

**Section 11.1** When the Contractor needs additional Journeyman or Apprentices for work within the jurisdiction of Operating Engineers Local No. 139, the Contractor shall call during normal dispatch office hours and 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 (to exclude weekends and holidays).

**Section 11.2** A Contractor's request for an individual operator by name will be honored, providing the operator requested is presently on the out of work book five (5) days and has worked under a Local 139 collective bargaining agreement within the past twelve (12) months, or is employed regularly on a season to season basis by the requesting Contractor providing the request is submitted in writing by fax or mail within twenty-four (24) hours.

**Section 11.3** In the event the Contractor is notified that such help is not available, or in the event the employees 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, the Contractor shall have the right to place a qualified worker on the equipment in order to keep the other tradespeople working.

## ARTICLE XII SECURITY PAYMENTS

**Section 12.1 COMPLIANCE WITH WORKER'S SECURITY LAWS:** The Contractor shall comply with all Federal and State laws governing Workers' Compensation, Old Age Benefits, Social Security, Unemployment Compensation, etc., provided any claimed violation of this Section shall not be subject to Article VIII – Enforcement of this Agreement.

**Section 12.2 CERTIFICATE OF COMPLIANCE:** In order to ensure 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 Contractors who are not under said Acts and the regulations promulgated thereunder, regardless of number employed. The Contractor will furnish the Union their Unemployment Insurance Serial Number. The Employer shall furnish the Union with a Certificate of Insurance upon written request from the Union.

## 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, 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 directed 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 of approved design shall be utilized at all times. Employees to be charged for replacement, unless replacement results from damage in the course of employment.

**Section 13.6 USE OF CELL PHONES, ETC:** The personal use of Company or personal cell phones shall be prohibited during working hours. Personal cell phones may be used for personal calls only during lunch and coffee breaks with the exception of prior authorization or emergency situations. In addition, the use of all personal entertainment devices such as PDA's (Personal Digital Assistants), I-Pods, MP3 players, texting devices, etc., shall be prohibited during working hours.

## ARTICLE XIV PICKET LINE

**Section 14.1 PICKET LINES:** 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, including the primary picket line of the Union party to this Agreement, and including any primary picket lines at the Contractor's places of business and at job sites where it is engaged in its normal operation.

## ARTICLE XV SHIFTS AND HOURS OF EMPLOYMENT AND OVERTIME RATES OF PAY

**Section 15.1 NORMAL HOURS OF WORK:** Eight (8) hours between 8:00 A.M. and 5:00 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 (1 1/2) times the regular rate of pay. The starting time and quitting time and hours of straight time 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.

Sundays and holidays, the bargaining unit employees shall be paid two (2) times the regular rate of pay.

**Section 15.2 (A)** All workers, including workers 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.

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

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

**(D)** Workers may be required to remain on the job to qualify for payment under the above conditions.

**(E)** 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 15.3 REQUEST TO REMAIN ON THE JOB:** All employees shall be paid for all time requested to stay on the job.

**Section 15.4 HOLIDAY WORK:** All work performed on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at double time. No work shall be performed on Labor Day except in extreme emergencies.

For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday and falling on a Saturday shall be observed on the preceding Friday. Any work performed on the observed Monday or Friday shall be paid under the same terms as the actual holiday. There shall be no paid holiday or day of observance when no work is performed.

**Section 15.5 (A)** A shift for the purpose of this Agreement shall mean one (1) or more crews of workers working on a pre arranged schedule for hours other than the normal work day as provided for in this Agreement.

**(B)** Shift work must start no later than 8:00 A.M. when three (3) shifts are scheduled. The first shift shall work eight (8) hours and receive eight (8) hours' pay at the regular straight time rate. The second shift shall work seven and one half ( $7 \frac{1}{2}$ ) hours and receive eight (8) hours' pay at the straight time rate, and an additional fifty

cents (\$0.50) per hour. The third shift shall work seven (7) hours and receive eight (8) hours' pay at the straight time rate and an additional seventy five cents (\$0.75) per hour. There shall be a one-half (1/2) hour unpaid lunch break near the mid point of each shift.

**(C)** When two (2) shifts are scheduled the first shift shall start no later than 8:00 A.M. The first shift shall work eight (8) hours and receive eight (8) hours' pay at the regular straight time rate. The second shift shall work eight (8) hours and receive eight (8) hours' pay at the regular straight time rate and an additional one dollar and twenty five (\$1.25) per hour. There shall be a one half (1/2) hour unpaid lunch break near the mid point of each shift.

**(D)** 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 double time.

**(E)** 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.

**Section 15.6 SHIFT WORK OUTSIDE NORMAL WORK HOURS:** Single shift operations between 12:00 midnight Sunday and 8:00 A.M. Saturday, the shift shall consist of eight (8) hours' work at the straight time hourly wage rate; however, a single shift starting after 3:00 P.M. shall be compensated by an additional two (2%) percent above the operator's classification rate per hour. Shifts starting after 11:00 P.M. shall be compensated by an additional four (4%) percent above the operator's classification rate per hour. All work performed outside of the designated shift shall be paid for at overtime rates.

**Section 15.7 SINGLE SHIFT LUNCH:** **(A)** The lunch period must be taken at mid shift. 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 double (2) time for the lunch period, and he/she shall be allowed fifteen (15) minutes for lunch not to exceed one (1) hour after mid shift.

**(B)** For the purpose of truck crane rental, lunch period will be defined as one-half (½) hour before mid-shift to one-half (½) hour after mid-shift. All other provisions of 15.7(A) will apply.

## ARTICLE XVI FRINGE BENEFIT FUNDS

**Section 16.1 CONTRIBUTIONS:** During the life of this Agreement, the Contractor shall make contributions to the several Trust Funds set forth in Section 16.2 for all hours for which employees covered by this Agreement (whether Union members 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, Section 3.1, 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 16.2 TRUST FUNDS:** The Trust Funds referred to in Section 16.1, and the hourly rate of contribution to be paid referred to in Section 9.1 to such Trust Funds, 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 & Apprenticeship Fund.
- 4) Vacation: (To be Established).
- 5) Administrative Dues: 1.5% of the total Gross Wage and Fringe Package.
- 6) Industry Advancement Program/Contract Administration (IAP/CA).
- 7) Joint Labor Management Work Preservation Fund.
- 8) IUOE National Training Fund.
- 9) Operating Engineers Local 139 Defined Contribution Annuity Fund.
- 10) Substance Abuse Testing & Assistance Program (SATAP).

**Section 16.3 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 IX, Section 9.1. 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.

**Section 16.4** The Association and the Contractor hereby agree to be bound by the Trust Agreements and amendments thereof, which establish and govern the Trust Funds referred to in Section 16.2. The Association and the Contractor designate as their representatives on the Board of Trustees of such Trust Funds, 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 16.5 TIME OF PAYMENTS AND LIQUIDATED DAMAGES:** Payments to the Trust Funds specified in Section 16.2 shall be at the end of each month, but no later than the fifteenth (15th) day of the following month, after which the payments will be considered delinquent. In the event a Contractor remains delinquent until the first (1st) 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 cost to the Trust Funds because of the delinquent contributions.

**Section 16.6 ENFORCEMENT:** **(A)** The Contractor shall promptly furnish to the Trustees of any of the Trust Funds specified in Section 16.2 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 cost of auditor's services involved in such legal procedures as may be deemed necessary by the Trustees, providing such Contractor is found to be delinquent.

**Section 16.7 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 straight time hourly rate.

**Section 16.8 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 dollars (\$50,000.00) to guarantee the payment of such contributions.

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 attorney's fees therefrom of 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.

**Section 16.9 NATIONAL/STATE/LOCAL HEALTH INSURANCE:** The parties agree that in the event the United States Government or the State of Wisconsin or any other governmental unit establishes a national/state/local Health Insurance Program to which the Contractor is required to contribute and which duplicates coverage of the present health benefit program established by this Agreement, the parties will meet to renegotiate the provisions of the national/state/local law and the effect of the law upon the benefits and contributions in effect at that time. In no event shall the level of benefits in existence on the effective date of the law be reduced.

**Section 16.10 SICK DAY LEAVE:** The parties hereby agree that any federal, state, or local law enacted or approved during the term of this Agreement with respect to mandatory sick day leave provided by the Employer, shall not apply to bargaining unit employees until such time as the parties have had the opportunity to meet and reach mutual agreement with respect to application of said law under this Agreement.

## **ARTICLE XVII ADMINISTRATIVE DUES**

**Section 17.1 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, as Administrative Dues in the amount designated by the Union.

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 17.2 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 17.1.

## ARTICLE XVIII JOINT LABOR MANAGEMENT WORK PRESERVATION FUND

**Section 18.1** During the life of this Agreement there shall be a thirty-four (34¢) cent 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. Checks shall be made payable to the Joint Labor Management Work Preservation Fund and sent with the Operating Engineers Health Benefit Fund Report.

## ARTICLE XIX SUCCESSORSHIP

**Section 19.1** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the Contractor shall 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 XX MAINTENANCE OF STANDARDS

**Section 20.1** The Contractor agrees that all conditions of employment in their individual operation relating to wages, fringes and overtime differentials shall be maintained at not less than its highest standards in effect at the time of the signing of this Agreement.

## ARTICLE XXI INDUSTRY ADVANCEMENT PROGRAM/ CONTRACT ADMINISTRATION

**Section 21.1** During the life of this Agreement, each Contractor covered by or subject to this Agreement, shall pay to the Industry Advancement Program/Contract Administration (hereinafter referred to as IAP/CA) Fund, for each employee covered by or subject to this Agreement, the amount of thirteen (13¢) cents per hour for all hours worked by such employee. These payments shall be made no later than the fifteenth (15th) day of each month following the month for which payment is to be made. Payments are to be mailed to P.O. Box 507, Brookfield, WI 53008 0507.

**Section 21.2 (A)** The IAP/CA Fund assets may be utilized for the purpose and uses contemplated by the IAP 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.

**(B)** It is further understood that the Contractor contributions of thirteen (13¢) cents per hour, as required by Section 21.1 of this Article shall not be referred to or considered as wage or fringe benefit payments.

**Section 21.3** In the event a Contractor becomes delinquent in their payments to the IAP/CA Fund, and after the Allied Construction Employers Association, Inc. (ACEA) Board of Directors has advised the delinquent Employer, in writing, of said delinquency and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Contractor may be assessed by the Board of Directors, as liquidated damages, twenty (20%) percent of such delinquent payments and further, such delinquent Contractor shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one half (1½ %) percent per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the ACEA refers the delinquency to legal counsel for collection, then such Contractor shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

**Section 21.4** If the employees are removed from the job by the Union to enforce payments or liquidated damages assessments, the employees shall be paid by the delinquent Contractor for all lost time at the straight time hourly rate.

**Section 21.5** The ACEA or its officers, may for the purpose of collecting any payments required to be made to the IAP/CA 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 21.6** Each Contractor who is required to make payments to the IAP/CA Fund pursuant to Section 21.1 of this Article shall promptly furnish to the ACEA or to its 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 ACEA, or its authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the ACEA, or its authorized agents, in connection with the proper administration of the IAP/CA and of the IAP/CA Fund.

**Section 21.7 PAC FUND CONTRIBUTIONS:** If the Local 139 Fringe Benefit Funds implement an "Internet Based Fringe Benefit Reporting" system, effective January 1, 2007, the Employer agrees to deduct five cents (\$0.05) 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.

**ARTICLE XXII**  
**CONSTRUCTION TRADES SUBSTANCE ABUSE**  
**TESTING AND ASSISTANCE PROGRAM (SATAP)**

During the life of this Agreement the Contractor shall contribute two cents (2¢) 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 (SATAP) are available upon request from any of the Local 139 District Offices.

**MEMORANDUM OF UNDERSTANDING**

THE ASSOCIATION for and on behalf of the employers represented by it and LOCAL 139 of the INTERNATIONAL UNION OF OPERATING ENGINEERS (hereinafter referred to as the "Union") are executing this Memorandum of Understanding with respect to the Building and Heavy Construction Agreement (Area I) entered into effective June 1, 2021 (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 UNDERSTOOD AND AGREED by and between the Association and the Union that, as used in Section 9.1 of the Basic Agreement, the term "wage rate" shall mean the hourly wage rate and the hourly contribution for vacations or vacation pay paid directly by the Employer and from which the Employer is required to deduct payroll taxes (income tax and F.I.C.A.).

## **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.

## **RECOGNITION AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between LOCAL 139 of the INTERNATIONAL UNION OF OPERATING ENGINEERS (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 the current 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 UNION NO. 139**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EMPLOYER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE ALLIED CONSTRUCTION EMPLOYERS  
ASSOCIATION**

**NEGOTIATING COMMITTEE:**

TIM JUST, Chairman  
AGC - GM

KRISTIN CHOSE  
Ideal Crane Rental, Inc.

STEVE FRECKMAN  
Dawes Rigging & Crane Rental

SHANNON METOXEN  
J.P. Cullen & Sons Inc.

BARRY SCHOLZ  
AGC – GM

MARK KESSENICH  
AGC – GM

TOM DUFOUR  
J.H. Hassinger, Inc.

MATT MARCELLIS  
Allied Construction Employers Association

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 139**

**NEGOTIATING COMMITTEE:**

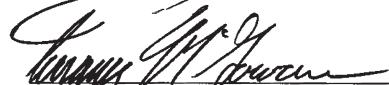
TERRANCE E. MCGOWAN, Chairman  
DANIEL SPERBERG

STEVEN BUFFALO  
SHANE GRIESBACH

MARK GAUF  
GREGORY J. WEST  
CURTIS SMITH

Dated this 1st day of June, 2021

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 139



Terrance E. McGowan, President/Business Manager

ALLIED CONSTRUCTION EMPLOYERS  
ASSOCIATION, INC.



Matt Marcellis, Chairman, Operating Engineers  
Management Bargaining Committee



**International Union of Operating Engineers Local 139  
N27 W23233 Roundy Drive, Pewaukee, WI 53072  
Terrance E. McGowan,  
President / Business Manager**

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