
**SEWER, TUNNEL, AND WATER
LABORERS'
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**WISCONSIN UNDERGROUND
CONTRACTORS ASSOCIATION**

AND

**WISCONSIN LABORERS'
DISTRICT COUNCIL**

Representing

Laborers Local No. 113

**Milwaukee, Ozaukee,
Washington, Waukesha,
Racine, Kenosha Counties**

Effective

June 1, 2013 to Midnight May 31, 2016

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AGREEMENT

Agreement made by and between the WISCONSIN UNDERGROUND CONTRACTORS ASSOCIATION INC., hereinafter referred to as the Employer and the WISCONSIN LABORERS' DISTRICT COUNCIL, and its affiliated union Local 113, hereinafter called the UNION.

Witnesseth

Whereas, the parties hereto desire to stabilize employment in the public works construction industry by agreeing upon wage rates, fringe benefits, hours and conditions of employment.

Now therefore, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

Article I Coverage

A. This agreement shall apply to and cover all public works construction including construction, excavation, installation maintenance or repair of sewer and water mains, laterals, systems, and curb and gutters, sidewalks, streets, landscaping, tunnels, shafts and appurtenances and related work, as well as excavating coming within the jurisdiction of the Union and contracted for or performed by the employer within the State of Wisconsin except for work contracted for by the State of Wisconsin Department of Transportation.

B. By mutual agreement between the parties, all of the work covered by this Agreement shall be done under

and in accordance with the terms and conditions of the Agreement.

C. In no event shall Employer be required to pay higher rates of wages or be subject to more unfavorable working rules than those established by the Union for any other employer engaged in similar work, except as may be specifically set out in this Agreement.

D. In the event that any State or Federal Statute or regulation shall supersede, invalidate, or be in conflict with any clause in this Agreement, such statute or regulation shall prevail over any such clause; however, the other provisions of this agreement shall be valid and remain in full force and effect.

Article II

Union Recognition and Security

A. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

B. All employees covered by this Agreement as a condition of continued employment, shall commence on the eighth day following the beginning of their employment or the effective date of this Agreement, whichever is the latter, acquire and for the duration of their employment maintain membership in the Union.

C. The Union recognizes the Wisconsin Underground Contractors Association, as the bargaining agent for all Employers who have so authorized the Association for

all work covered hereunder. The Association agrees to furnish to the Union lists of such employers prior to June 3, 2013, and upon request thereafter. Upon such authorization any employer shall become a member of the multi-employer bargaining unit here involved and thereby a party to this Agreement. Individual employers who have not so authorized the Association shall, by becoming party to this Agreement, also become part of said multi-employer bargaining unit, and withdrawal therefrom may be accomplished only by written notice to the Union and to the Association, at least sixty (60), but no more than ninety (90) days prior to the date of expiration of this Agreement or of any renewal period hereof. Notice to the Association, wherever is required herein, shall constitute notice to each and all members of the multi-employer bargaining unit.

Article III Management Rights

The Union recognizes that Employer shall have the sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain efficiency on its jobs by the use of any machinery, tools, or labor-savings devices, and the right of the Employer to determine the number of employees required for each job other than that as provided by this Agreement and to hire and discharge employees subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of Employer not enumerated which do not conflict with other provisions of this Agreement.

Article IV
Job Notification and Prejob Conference

A. The Contractor must notify the Union after he has been awarded a job and before he starts work on the job as to the nature and location of the job. (Phone call is acceptable.) The Contractor shall submit a list of his subcontractors to the Union before work commences. If the Union requests a prejob conference, the employer agrees to have such prejob conference at the earliest convenience of the parties. At the prejob conference, it must be determined the number of key employees that shall be brought into a new area.

B. The Union may claim exemption from the Saturday make-up work provisions of Article XI, provided that the Union Business Manager notifies an Employer of such claim in writing within one (1) week after the Union is notified on the job.

C. Failure of the Employer to notify the Union pursuant to subsection A of this Article shall automatically waive the Saturday make-up provisions of Article XI.

D. The Employer may employ directly a number of key employees and the term "key employees" shall be construed to mean: a number of employees who have the experience and qualifications necessary to do the work and who are necessary to the Employer's efficiency in carrying out the work covered by this Agreement. The Employer shall furnish the Union with the names and social security numbers of all "key employees" when employed on the job.

Article V Subcontracting

A. The Employer 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 construction, alteration, repair or other work, he will sublet or contract out such work only to an employer who has signed or is covered by a written labor agreement with the Union.

B. In the event that the Employer is required by law to subcontract certain work to a minority or disadvantaged business enterprise contractor and there is no contractor signatory with the Union available to perform the work and who satisfies the legal requirement, the Employer may subcontract the work to an employer whose employees receive a total wage and fringe benefit package and working conditions equal to the wage and fringe benefit package and working conditions provided for under this Agreement and a minority contractor certified by the Milwaukee Business Joint Certification Program and/or the Wisconsin Department of Transportation.

Article VI Foreman

A. There shall be a competent foreman on the job at all times, with the exception of jobs where the contract price is less than five thousand dollars (\$5,000.00) or where three (3) men/women or less are employed; said foreman to be a member of the Local Union. If the Union cannot furnish duly qualified foremen, the Employers are at liberty to procure them from sources other than mentioned above; such foremen shall make application to join the Union. It shall not be a violation

of this Agreement for the Employer to employ as the foreman a person not represented by the Union who was a foreman for the Employer on June 1, 1993.

- B. The foreman shall be selected by and be a representative of the Employer.
- C. On open cut, if there are two crews working, each are to have a separate foreman.
- D. An Employer or superintendent cannot work in the capacity of a foreman on a full-time basis.
- E. Foreman shall not work more than one (1) shift in any 24 hours.
- F. All employers must have a separate foreman on each shift.

Article VII Union Initiation Fees

Upon request of the Local Union or District Council having jurisdiction of the job, and upon presentation of the proper authorization form normally used by the Local Union, executed by the individual employee, the Employer agrees to deduct from the wages of such employee Union Initiation Fees and remit to the Local Union or District Council the amount so deducted, submitted weekly.

Article VIII Hiring Procedures

A. After employment of key employees in accordance with Article VI, the Employer agrees to hire employees covered by this Agreement through the Local Union having territorial jurisdiction subject to the following provisions:

B. The Union must refer the employees requested by Employer at the start of a job within 48 hours of the receipt of the Employer's request. The Union must refer employees requested by the Employer after a job has started within 24 hours, Saturdays, Sundays and holidays excluded. Whether referred locally or otherwise, if Union does not comply with these conditions, the Employer may secure qualified employees from any source, in which event, the Employer shall immediately furnish to the Union a list of the names, addresses and social security numbers of the employees so employed.

C. The Union shall maintain a register of applicants available for employment established on the basis of the groups listed below. Each applicant shall be registered in the highest priority group for which they qualify. Registration and referral of the applicants shall be in accordance with the following plan.

Hiring Hall System

In the interest of maintaining an efficient and effective system of production within the construction industry on a nondiscriminatory basis, to provide an orderly procedure in referral of applicants for employment, to eliminate the evils of casual employment and to secure a fair distribution of work with a living wage for those workmen who must gain their livelihood from an industry to which they contribute their labor. there is hereby established this plan of referral between the Wisconsin Laborers' District Council, herewith referred to as the "Union," and the Wisconsin independent contractors, hereinafter referred to as the "Employer."

1. Registration, selection and referral of applicants for employment shall be on a nondiscriminatory basis

and in no way affected by Union membership, rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. There shall be no discrimination against race, color, creed or sex.

2. The Employer shall notify the Union of the need for workmen and shall not recruit applicants directly for hire persons who have not been referred by the Union except under the conditions stated herein. An Employer reserves the right to employ directly employees hired by him the previous season. The Union office shall be notified weekly of all employees so hired, listing the names of the employees and the date of hiring.
3. In a requesting referrals, the Employer shall specify
 - a. Number of employees required.
 - b. Nature and type of construction work.
 - c. Location of project.
 - d. Information deemed important to enable the Union to refer qualified applicants.
4. The employer reserves the right to accept or reject an applicant referred by the Union or to discharge for just cause an employee who has been accepted, but proves unsatisfactory, subject to the Appellate Procedure contained herein.

Group A

An applicant for employment who has three (3) years or more experience as a Construction laborer and has been employed for a period of at least one (1) year during the last three (3) years by an Employer who is a party to collective bargaining agreement with the Union containing no discriminatory referral provisions, and who has maintained residence for the past year within

the geographical area constituting the normal construction labor market.

Group B

An applicant for employment who has two (2) years or more experience as a Construction laborer and who has held residence for the past year within the geographic area constituting the normal construction labor market.

Group C

An applicant for employment who has one (1) year or more experience as a Construction laborer and is available for full-time or seasonal employment.

Group D

An applicant for employment who has had no previous experience as a Construction laborer, is physically fit and willing to work. The Union shall maintain each of the separate Group lists set forth above and shall list the applicants within each Group in the order they register and become available for employment. The Union shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B", then Group "C", and then Group "D". Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to another Employer in accordance with the position of his/her Group and his/her place within the Group. Upon a registrant being referred for employment and actually employed on a job more than three (3) days, such

registrants' name shall be removed from the list until such time as his/her employment has been terminated at which time he/she shall be registered at the bottom of the appropriate list under which he/she is entitled to be registered. If a registrant, upon being referred in regular order, refuses to accept the referral, such registrant's name shall be placed at the bottom of the appropriate list under which he/she is entitled to be registered. Registration of applicants for referral shall be had not less than once each week for a period or periods of not less than two (2) hours duration.

Registration periods shall be established by the Union and notification thereof shall be given to all interested parties by posting in the Union office.

The Union, its officers, agents and representatives undertake no obligation search for, or by any means locate an applicant on the current applicable referral list who is not physically present in the Union Hall when referrals are made pursuant to a request of the Contractor.

The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.

The Union shall require all job applicants who have not previously registered, to submit a resume of experience and qualifications in order to determine their proper group and whatever they are qualified to perform the various requisite skills of the craft and thereby be eligible for registration and/or referral.

In any event any job applicant is aggrieved, (1)

with his/her failure to qualify for registration, or (2) with his/her group classification, or (3) with his/her order of referral, or (4) by action of the Employer in connection with hiring. he/she may within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of the Registration and Referral Office, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer Representative, a Union . Representative and an Impartial Chairman appointed jointly by the Employer and the Union, shall consider the grievance and render a decision which shall be final and binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this system and its decision shall be in accord with the system.

The Union shall post in appropriate places, where notices to employees and applicants are customarily posted, all provisions relating to the hiring arrangements set forth in this agreement. Should an employer fail to comply with the provisions of Article II in its entirety, it shall not constitute a violation of this agreement in refusing to furnish qualified workers for said Employer.

The Union agrees to require Laborers working for Employers signatory to this agreement to attend the Laborers' Training School when requested by the Employer. The Employers may specify courses which employees shall take. Laborers who decline to attend this school may be terminated by their employer.

Article IX Representation

A. The contractor agrees to recognize the right of the Union to select from the working force on the job site a steward to act on behalf of the Union. A steward shall be required to do a full day's work. No steward shall be discriminated against or discharged for performing union duties.

B. Authorized representatives of the Union shall have access at all projects provided, however, they report their presence to the contractor or one of their representatives on the job. There shall be no interruption of job progress.

C. Employer shall have the right to make and revise from time to time safety working rules which are not inconsistent with the above or any other terms of this Agreement or with existing laws. Union agrees to cooperate in the enforcement of safety and working rules. Any employee violating these rules will be subject to disciplinary action. The Union shall be notified in writing of any safety and working rules.

D. The furnishing of tools or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the Employer to furnish such equipment at no cost to the employee. Also, each Employer will furnish drinking water in clean containers and paper cups. No employee shall be required to work unless above equipment and proper rain gear in foul weather is furnished.

E. There shall be no inequitable minimum or maximum amount of work which an employee may be required

to perform during the working day and there shall be no restrictions imposed against the use of any types of machinery, tools, or labor saving devices. At the discretion of the Employer, employees may be changed from one classification to another within the jurisdiction of the Union. Each employee shall be paid at the highest rate worked for that work day.

Article X Payday and Termination

A. The time the Laborer shall start at the shop or job site as per instruction of Employer and shall end at quitting time at the shop or job site as per instructions of Employer; however, the lunch period shall be excluded.

B. The payday must be once each week. Employees are to be paid at the end of their regular shift, whether working in Employer's yard or in the field. When employees are laid off or discharged, he/she shall be paid in full, in cash or by check and the employer shall furnish such employee and the Union a slip showing the reason for the discharge. If it is possible, such employee is to be paid in full within forty-eight (48) hours of such discharge. Under no circumstances is such employee to be paid later than the payday following the discharge.

Article XI Hours of Work, Overtime & Holiday Pay

A. When a single shift is worked, eight hours of work shall constitute a day's work, beginning on Monday through Friday of each week.

B. The work day will be between the hours of 7 AM and 5:30 PM or as mutually agreed upon by the Employer and the Union.

C. The work week shall begin on Monday and shall end on Friday, all hours worked by an employee in excess of eight hours per day Monday through Friday, and all hours worked on Saturday, shall be at the rate of time and one half of straight time rate.

D. A shift shall, for the purpose of this Agreement, mean one or more crews of men working on a pre-arranged schedule of hours other than the normal work day. Approved shifts shall not be classified at overtime rates. Where shifts are worked, the first shift shall work eight hours for 8 hours pay, the second shift shall receive 4% shift premium and 3rd shift shall receive 5% shift premium. Saturday 8:00 am until Monday 8:00 am shall not be included in shifts except at the established overtime rate. An employee shall not work more than one shift in any 24 hour period, except at overtime rates. The contractor agrees to notify the Union prior to commencing shift work.

E. Work performed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day and Sundays shall be paid at double the straight time rate. 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.

F. No work shall be performed on Labor Day, except in an emergency.

G. No laborer shall work more than 5 hours without having a lunch period.

H. The employer may schedule Saturday make-up work at the regular rate for work lost because of inclement weather or factors beyond the Employer's control, subject, however, to the provisions of Article XI. This shall not apply for shift work.

I. An employee will not be discharged or disciplined for refusing to work a make-up day on Saturday.

J. Four (4) ten hour days straight time rate can be used if agreed upon at the prejob conference providing all trades agree to it.

K. When employees are required to do inspection work on a compressed air tunnel, they shall receive a minimum of four (4) hours' pay at the rate they are receiving without overtime rates; however, if they are required to stay more than four (4) hours, then they shall receive a minimum of eight (8) hours' pay.

Article XII Reporting Time Pay

All employees shall receive show-up time in the amount of two (2) hours, if not put to work, except in case of inclement or machinery breakdown. Employees shall be required to remain on the job to qualify for the two (2) hours' pay and shall also be paid for all time that they are requested, by the contractor, to remain on the job.

Article XIII Grievance & Arbitration

1. A grievance must be filed in writing by either the Employer or the Union within thirty (30) days of the date of the occurrence of the grievance.

2. (a) Grievances are to be submitted to a grievance committee before submission to the WERC. If the grievance committee cannot resolve the grievance, the grievance will then be submitted to the WERC per section (b). The employer and the Union shall each have three representatives on the grievance committee, which shall meet within 30 days of the grievance. The International Representative and President of District Council shall be part of the committee.
- (b) If no resolution is reached at the grievance committee, all grievances, disputes for complaints of violations of any provisions of this agreement shall be submitted to final and binding arbitration by an arbitrator appointed by the **WISCONSIN EMPLOYMENT RELATIONS COMMISSION**. Notice of the grievance dispute shall be given to the Employer or as applicable to the Local Union involved, at least two before serving of the demand of the arbitration in order to permit efforts to adjust the matter without litigation.

The arbitrator shall be a member or staff member of the Wisconsin Employment Relations Commission. The arbitrator shall have sole and exclusive jurisdiction to determine the arbitrability of such dispute as well as the merits thereof.

Written notice by certified return receipt of a demand for arbitration shall be given to the contractor and Employer or as applicable to the Local Union involved. The Contractor and Employer as the case may be, shall agree in writing within seven (7) days to arbitrate the dispute.

- (c) Both parties shall cooperate to have the case heard by an arbitrator within seven (7) calendar days of the written agreement to arbitrate, provided an arbitrator is available. The arbitrator shall have the authority to give a bench decision at the close of the hearing, unless he shall deem the issues to be unusually complex and thereafter he shall reduce the award to writing. Grievances over discharge or suspension shall be filed not later than ten (10) calendar days after the matter is brought to the attention of the Business Representative of the Union.
3. In the event the arbitrator finds a violation of the agreement he shall have the authority to award back pay to the grievant in addition to whatever other or further remedy may be appropriate.
 4. In the event a Contractor or the Union does not agree to arbitrate the dispute within seven (7) days or does not cooperate to have the case heard within seven (7) days after the written agreement to arbitrate or does not comply with the award of the arbitrator, the other party shall have the right to use legal and economic recourse.
 5. All expenses of the arbitration except attorneys fees shall be shared equally by the Union and Contractor involved.
 6. WUCA will receive a copy of all grievances filed against members or non-members. All grievances to be held in the Milwaukee area.

Article XIV

Miscellaneous

A. Rest Period. In order to reduce the disputes that have arisen in the past, the Employer will not object to an employee taking a coffee break in the morning, not to exceed ten (10) minutes. The coffee shall be taken from the employee's own container and shall be restricted to close proximity to the employee's place of work on the job site.

B. Call in Time. Any Employer that requests a part-time employee from the hall, shall guarantee that employee at least four (4) hours of work.

C. Unemployment Compensation and Worker's Compensation. Every Employer must provide Wisconsin Unemployment Compensation and Wisconsin Worker's Compensation on his employees.

D. Picket Line. The Employer shall not request or instruct an employee to go through a picket line of the Union. The refusal of any employee to enter and to do work in a place where a strike or lockout is in force shall not be deemed to be a violation of this Agreement and not justification for discharge.

E. No member of the firm shall replace a laborer on the job unless he carries a laborers' card.

F. The Employer must reimburse any employee who has paid his filing fee for a restricted journeymen plumbers license within 90 days after the employee has presented evidence of payment to the Employer and providing that the employee does not quit the Employer during the 90 day period.

G. When there are four (4) or more employees on the job site the Employer shall provide shelter and heated quarters during the lunch hour and for the purpose of changing clothes. This shelter shall be of sufficient size and shall not be used for the storage of tools and other materials on the job.

H. No employer shall make a reduction of wages without giving said employees notice of said reduction.

I. There shall be at least two (2) miners and two (2) muckers, while mining, pipe laying or concreting in all headings where one-half (1/2) of the total of the width plus the height of the inside dimensions of timbers of the tunnel is sixty-six (66) inches or over, and two (2) miners at least in all headings, where one-half (1/2) of the total width plus the height of the inside dimensions of timbers is forty-eight (48) inches or over. On tunnels where one-half (1/2) of the total of the width plus the height of the inside dimensions of timbers is less than forty-eight (48) inches, a miner and mucker shall be employed to do all mining, pipe laying and back filling in all headings. In any heading over one hundred seventy-five (175) feet, an extra car pusher must be used when conditions are normal. Hand mining only.

J. License fees of restricted plumbers and blasters to be paid by the Employer.

K. There shall be at least one (1) person on top when bracing is being removed from trenches.

L. No employer shall be required to put to work employees who appear in an intoxicated condition or under the influence of a controlled substance.

M. Time Lost to Injury. When an employee loses time due to absence resulting directly from an accident oc-

curing while on the job, and the injury so sustained requires the attention of a physician, the Employer shall pay for those regularly scheduled hours which were lost by the employee on the day on which such injury occurred, provided, however, that if such injury is to the back, it must be compensable under the Wisconsin Workers' Compensation Act.

N. No employee shall be allowed to work alone underground without fellow employee or above ground supervision.

O. All members are at liberty to work for any contractor who has reached a Union Agreement with this Local union, and contractors are at liberty to employ and discharge with just cause, any member in good standing with the Union.

P. No laborer working on sewer, water or tunnel project crew shall have his/her wages reduced when assigned to restoration landscape crew.

Q. Understanding of Flagperson. All persons working on crew shall receive regular wages while flagging traffic on job site. Once hired by contractor or referred by Union shall start at nineteen dollars and ninety-nine cents per hour. Increases per year will be Class VI increases. All fringe benefits will be paid on flagperson.

Article XV Wisconsin Laborers' Apprenticeship Training Fund

The employer agrees to pay a contribution of 24 cents an hour on all hours workers to the Wisconsin Laborers' District Council Apprenticeship Training Fund at 4633 LIUNA Way, Suite 100, DeForest WI, 53532.

The Association and the Union and all Employers covered by this Agreement agree to be bound by all of the terms of the Trust Agreement creating the Wisconsin Laborers' District Council Apprenticeship Training Fund and by all of the actions and rules of the Trustees administering such Fund in accordance with the Trust Agreement and regulations of the Trustees, provided that such Trust Agreement, action, regulations shall not be inconsistent with this Agreement.

Article XVI Bond Requirements

Trustees of any employee benefit for which contributions are required hereunder may require for good cause, that any particular Employer maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand (\$50,000) Dollars to guarantee the payment of such contribution.

In the event of failure, default or refusal of the Employer meet his obligations to his employees or the Pension and Health Benefit Fund, when due, the Union aggrieved employees, or the Trustees of the Pension Fund and Health Benefit Fund may, after written notice to the Employer file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment or obligations covered by this Agreement 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 which the Union shall have the right to resort to economic and other sanctions against the said Employer.

Article XVII

Health Insurance Fund

During the life of this Agreement, each Employer covered by this Agreement shall pay the designated amount for each hour worked by all employees covered by this Agreement. Milwaukee, Ozaukee, Washington, Waukesha, Racine and Kenosha contributions to be sent to: Wisconsin Laborers' Fringe Benefit Dept., Dept. 5508, P.O. Box 1451, Milwaukee, WI 53201. Payment must be made at the end of each month, but not later than the fifteenth (15th) of the following month.

The Association and the Union, and all Employees covered by this Agreement, agree to be bound by all the terms of the Trust Agreement creating the Wisconsin Laborers' Health Fund and by all the action and rules of the Trustees administering such Health Fund in accordance with the Trust Agreement and regulations of Trustees, provided that such Trust Agreement, actions, regulation and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts all succeeding Trustees as will be appointed under and in accordance with the Trust Agreement. Such Employer here by ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

Payments to the Health Fund are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have 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 Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Funds Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

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

The parties agree due to the United States Government establishing a national Health Insurance Program or in the event the State of Wisconsin establishes a Statewide Health Insurance Program to which the contractor is required to contribute and duplicates coverage of the present health program established by this Agreement, the parties will meet to renegotiate the provisions of federal and/or state 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.

Article XVIII

Pension

Each Employer working in Racine, Kenosha, Milwaukee, Waukesha, Ozaukee and Washington shall pay the designated amount for each hour worked by all employees covered by the Agreement along with the vacation deduction. Contributions to be sent to the Building Trades United Pension Trust Fund, Milwaukee and Vicinity, Drawer 341, Milwaukee, WI 53278. Payment must be made at the end of each month, but no later than the fifteenth (15th) day of the following month.

The Association and the Union, and all Employees covered by this Agreement, agree to be bound by all the terms of the Trust Agreement, the Building Trades United Pension Trust Fund, and by all the actions and rules of the Trustees administering such Pension Fund in accordance with the Trust Agreements and regulations of the Trustees, provided that such Trust Agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts all succeeding Trustees as will be appointed under and in accordance with the Trust Agreements. Such Employer hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority.

Payments to the Pension Fund are to be made at the end of each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and

after the Trustees have 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 Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments and further such delinquent Employers shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

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

Article XIX Vacation Fund

The Building and Public Works Laborers' Vacation Trust Fund, hereinafter referred to as the "Vacation Fund", established in 1955, shall continue to remain in Full force and effect.

(a) Effective June 3, 2013 each Employer covered by this Agreement shall pay monthly to the Building and Public Works Laborers' Vacation Trust Fund,

4633 LIUNA Way, Suite 101, DeForest, WI 53532, the sum of two dollars and twenty-nine cents (\$2.29) per hour for vacation pay and working dues and one cent (\$.01) per hour for jury pay for each hour (whether straight-time or overtime) for which wages or compensation is payable to an employee under this Agreement. Payments to the Vacation Fund shall be considered as wages for an employee and shall be included in gross earnings for the purpose of computing deductions for withholding tax and social security. In addition, Vacation Pay shall be deducted from the employee's paycheck and sent to the Laborers' Vacation Fund.

(b) Effective June 2, 2014 to be allocated.

(c) Effective June 1, 2015 to be allocated.

The rules under which such Vacation Fund established in connection therewith are to operate as set forth in a Trust Agreement heretofore entered into between the Association and the Union, and in the By-Laws prepared by the Trustees pursuant to such Agreement. Payments to the Vacation Fund are to be made at the end of the each month in which the work was performed, but no later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the Trustees have 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 Employer may be assessed, by the Trustees, as liquidated damages, 20% of such delinquent payments

and further such delinquent Employers shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonably arising in connection with any collection action.

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

(c) Effective June 1, 1984, it is agreed that workers who appear as witnesses on Workers' Compensation Hearings shall receive compensation and the source of compensation is to be from the jury fund.

Article XX **Apprenticeship**

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

Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

2. The Apprenticeship and Training Standards approved by the Wisconsin Department of Industry, Labor and Human Relations, Bureau of Apprenticeship Standards are hereby incorporated by reference as of this Agreement.

3. The Apprenticeship wage rates:

Hours of Credit	Wage Rate
0–1000 hrs.	70% of journey rate + 10% wage add on
1000–2000 hrs.	75% of journey rate + 10% wage add on
2001–3000 hrs.	80% of journey rate + 10% wage add on
3001–4000 hrs.	85% of journey rate + 10% wage add on

10% is being added on to the base wage to pay for the time Apprentices spend in their block related instruction.

4. The Employer may pay a higher rate at its option.

However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

5. The Employer shall pay an apprentice the full Health and Welfare benefit package as described in this contract. Pension contribution for Apprentices shall be \$1.00 per hour less than a Journey Worker.

6. Entry into the Apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An apprentice advances from one hours-of-credit and wage rate category to another only upon determination of satisfactory performance by the JATC.

7. The Employer shall participate in the Apprenticeship program by accepting Apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.
8. An Employer with three (3) Journey Workers may have one Apprentice. The Employer may have a second Apprentice if there are eight (8) Journey Workers, and a third Apprentice if there are thirty (30) Journey Workers. Thereafter, the ratio shall be one (1) Apprentice for ten Journey Workers.
9. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, classroom training, in different areas of construction, will be mandatory. Four hundred (400) hours of classroom training, shall be mandatory.
10. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
11. An apprentice shall not be penalized for taking off from work to attend offsite training.

Article XXI
Local 113 - Kenosha And Racine Counties
Sewer, Tunnel, Water Wage Rates
Effective June 3, 2013

CLASSIFICATION	6/3/2013 BASE WAGE
Foreman	\$32.96
Pipelayer, Miner and Laser Operator	\$30.34
Bottom Man, Machine & Equipment Operator, Sheeting, Form Setting, Patch Finisher, Joint Sawyer, Guniting Man, Manhole Builder, Welder-Torch Man, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker & Lute Man, Hydraulic Jacking of Shields, the work of Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men and Gauge Tenders, as well as the Operation of Incidental Mechanical Equipment and all Power Driven Tools, Back Hoe Operator	\$28.69
Top Man. General Laborer , Well Point Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work	\$26.31
Flag Person and Watchperson *No person on crew to flag at this rate, <u>only new hire just to flag</u>	\$20.79
*Note - Tunnel Work under Compressed Air add: All Classifications 0-15 lbs \$1.00/hour All Classifications 15-30 lbs \$2.00/hour All Classifications over 30 lbs \$3.00/hour	
<u>Hourly contributions are for all hours worked:</u> Health and Welfare Pension Vacation Working Dues Apprenticeship and Training LECET Industry Improvement Program** Contract Administrative Fund***	<u>Rate:</u> \$7.80 \$9.00 -\$1.11* -\$1.18* \$0.24 \$0.08 \$0.13 \$0.12
* Minus sign on vacation/working dues indicates amount to be deducted from base rate after tax deduction **IIP is not part of the negotiated wage package, it is strictly a contractor contribution ***C.A.F. is not part of the negotiated package	

1st Monday of June	Year	
June 3rd	2013	2% of Total Package
June 2nd	2014	2% of Total Package
June 1st	2015	2.5% of Total Package

Upon a thirty (30) day written notice on or before June 3, 2013 and each calendar year thereafter of this agreement, it is the optional decision of the Wisconsin Laborers District Council to provide additional contributions out of the negotiated increase to the Welfare Insurance Fund, Vacation, and Training Fund. Pension contributions can be raised if approved by the Trustees.

Local 113 - Milwaukee, Ozaukee, Washington and
Waukesha Counties
Sewer, Tunnel, Water Wage Classifications
Effective June 3, 2013

	CLASS	6/3/2013 BASE WAGE
<u>OPEN CUT</u>		
Foreman, Water Pipe and Sewer	1	\$36.61
Blaster	2	\$34.17
Concrete Manhole Builder, Caisson Worker, Miner, Pipe Layer, Rock Driller and Joint Man, Timber Man and Concrete Brusher, Bracer in Trench behind Machine & Tight Sheeting, Concrete Form Setter and Shoveler, Jack Hammer Operator	2	\$33.59
Mucker, Form Stripper, Bottom Digger and Misc., Bottom Man and Welder on Surface	3	\$30.95
Mud Mixer	4	\$28.90
General Laborer on Surface, Top Man	4	\$28.84
Paving Laborer	4	\$28.71
Yard Laborer	5	\$14.59
Watchman	5	\$12.17
Landscaper	6	\$16.70
Flag Person	6	\$19.99
***Apprentice	6	
**Hazardous & Toxic Waste		

continued on next page

	CLASS	6/3/2013 BASE WAGE
<u>TUNNEL - FREE AIR</u>		
Foreman	1	\$36.61
Blaster (one in each heading)	2	\$34.17
Concrete Manhole Builder, Mucking Machine, Miner, Mining Machine, Backhoe, Nozzleman on Gunite, Timberman, Concrete Brusher, Welder & Rock Driller, Concrete Buster, Jack Hammer Operator, Caisson Worker, Pipe Layer and Joint Man, Bracerman and Joint Man	2	\$33.59
Welder (rate of Surface), Mucker and Dinkey	3	\$31.09
Form Stripper and Car Pusher	3	\$30.95
Saw Man and Top Man	4	\$28.90
Tower Man and General Laborer on Surface	4	\$28.84
Watchman	5	\$12.17
Flagperson	6	\$19.99
***Apprentice	6	
**Hazardous & Toxic Waste		
<u>TUNNEL - COMPRESSED AIR *0-15 LBS</u>		
Foreman	1	\$37.85
Blaster (one in each heading)	2	\$35.40
Mucking Machine, Miner, Mining Machine, Backhoe Operator, Welder, Rock Driller, Lock Tender in Tunnel, Concrete Buster, Jack Hammer Operator, Caisson Worker, Pipe Layer and Joint Man, Bracerman, Nozzleman on Gunite, Timber Man, Concrete Brusher	2	\$34.83
Lock Tender on Surface	3	\$31.46
Mucker and Dinkey	3	\$32.31
Form Stripper and Car Pusher	3	\$32.20
General Laborer on Surface	4	\$28.84
Flagperson	6	\$19.99

continued on next page

	CLASS	6/3/2013 BASE WAGE
Hazardous & Toxic Waste (include but not limited to asbestos & lead) *Over 15-30 lbs. - Add an extra \$2.00/hour *Over 30 lbs. - add an additional \$3.00/hour **Hazardous & Toxic Waste - \$0.15 per hour above specified wage classifications *See article in contract regarding apprentices (p27-28)		
<u>Hourly contributions are for all hours worked</u>		<u>Rate</u>
Health and Welfare		\$7.80
Pension		\$9.00
Vacation		-\$1.11*
Working Dues		-\$1.18*
Apprenticeship and Training		\$0.24
LECET		\$0.08
Industry Improvement Program**		\$0.13
Contract Administrative Fund ***		\$0.12
*Minus sign on Vacation/Working Dues indicates amount to be deducted from base rate after tax deduction **IIP is not part of the negotiated wage package, it is strictly a contractor contribution ***C.A.F. is not part of the negotiated package		

1st Monday of June	Year	
June 3rd	2013	2% of Total Package
June 2nd	2014	2% of Total Package
June 1st	2015	2.5% of Total Package

Upon a thirty (30) day written notice on or before June 3, 2013 and each calendar year thereafter of this agreement, it is the optional decision of the Wisconsin Laborers District Council to provide additional contributions out of the negotiated increase to the Welfare Insurance Fund, Vacation, Pension and Training Funds.

Article XXII

Laborers Jurisdiction & Scope of Agreement

A. Definition of Public Works construction includes the construction, excavation, installation, maintenance or repair of sewer and water mains, laterals, systems and curbs and gutters, sidewalks, streets, shafts, tunnels, landscaping and appurtenances and related work.

B. That which has been claimed to be the jurisdiction of the Laborers' International Union as follows:

Laborers Jurisdictional Work

Tenders: Tending masons, plasters, carpenters and other building construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the materials have been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, trucks, skid loaders, or other motorized units used for such purpose, including fork lifts.

Unloading, handling and distributing of all materials, fixtures, furnishing and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation. Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process. Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures

within confines of structure and cleaning of all debris in building construction area. The general cleanup, including sweeping, cleaning, washdown, and wiping of construction facility, equipment and furnishing and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceiling, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein.

Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, ridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

SCAFFOLDS: Erection, planking and removal, of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof.

Where self-supporting scaffolds or staging over fourteen (14) feet in height or specially designed scaffolds are built by carpenters, laborers shall tend said carpenters on erection thereof. The dismantling of said scaffolds, as well as preparation for foundation and mudsils for said scaffolds and maintenance of same, shall be done by Laborers.

**EXCAVATIONS AND FOUNDATIONS -
SITE PREPARATION AND CLEARANCE
TRANSPORTATION AND TRANSMISSION LINES:**

Excavation for building and all other construction; digging of trenches, piers, foundation and holes; digging, lagging, sheeting, cribbing, bracing and propper of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choke setters, off bearers, lumber and handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean-up of right-of-way, including tying on signaling, staking of brush, trees, or other debris, and burning where

required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same.

CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES:

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane on derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupled of all connections and parts of, or to equipment used in mixing or conveying concrete aggregates of mortar, and the cleaning of such equipment, parts, and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding, or screeding, by hand or mechanical means to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place or such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in

any form, by hand, mechanical means, grindstones or air or water.

- (b) The filing and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.
- (c) The loading, unloading, carrying, distributing and handling of all rods; the loading, unloading, carrying, distributing, cutting, laying and meshmucking of all mesh and materials for use in reinforcing concrete construction. The hoisting of rods, mesh, and other materials, except when a derrick or outrigger operated by other than hand power is used.
- (d) All work on interior concrete columns, foundations for engine and machinery beds.
- (e) The stripping of forms, other than panel forms which are to be reused in their original form, and the stripping of forms on all flat arch work. The moving, cleaning, oiling, and carrying of all forms to the next point of erection. The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi unskilled work connected therewith. **STREETS, WAYS AND BRIDGES:** Work in excavation, preparation, concreting asphalt bituminous concrete and mastic paving, paving, ramming, curbing flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls, and the grading and landscaping thereof and all other labor connected therewith.

Cleaning, grading, fence or guardrail installation and/or removal for streets, highways, roads, aprons, runways, sidewalks, parking area, airports, approaches and other similar installations, preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling and securing of bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface, Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all precast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.: Cutting of streets and ways for laying of pipes, cables or conduits for the purposes; digging of trenches, manholes, etc., handling and conveying of all materials, concreting, backfilling,

grading, and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons, by hand or the use of air or tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of watermains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing or other materials for saddles, beds or foundations for the protection pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

SHAFTS AND TUNNELS, SUBWAYS AND

SEWERS: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering and retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats, or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields

and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, the hooking, on signaling and dumping of concrete for tremie work over water on caissons, piling, abutments, etc. Excavation, gradings, grade preparation and landscaping of approaches. Installation of pipe, grating and grille work for drains or other purposes. Installation of well points or any other dewatering system. All grouting, grout machines, tuggers, drills (track or wagon), forklifts, locomotives, mucking machines, all boring machines, setting of all well points, welding and welding machines, and all drills (whether hand or mechanically operated).

COMPRESSED AIR OR FREE AIR: In compressed air, all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction including, but not limited to, groutmen, trackmen, blaster, shield drivers, miner's brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, put machine operators, steel setters, cage tenders, skinners, track layers, dumpmen diamond drillers, timbermen and retimmermen, cherry pick men, nippers, chucktenders and cable tenders, vibratormen, jetgun men, gunnite nozzle men, gun men, rebound men and all other work connected therewith.

SEWER, DRAINS, CULVERTS AND

MULTIPLATE: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewer and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewer and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except the employer may direct that this work be done under supervision. (Referee Hitchenson's decision.) Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

UNDERPINNING, LAGGING, BRACING,

PROPPING AND SHORING: Underpinning, lagging, bracing, propping and shoring, raising, and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include

all site clearing, excavation for foundation and concrete work. Clean-up and backfilling, landscaping of old and new site.

DRILLING AND BLASTING: All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

SIGNALMAN: Signalmen on all construction work defined herein, including traffic control signalmen at construction sites.

GENERAL EXCAVATION AND GRADING: The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, guide markers, etc.

FACTORIES: All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware: stocking of material in laboratories:

the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

GENERAL: Material yards, junkyards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines. All maintenance work and work of an unskilled and semi-skilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

PITS, YARDS, QUARRIES, ETC.: All driller, blaster and/or powdermen, nippers, signalman, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants including temporary and portable batching plants.

WRECKING: The wrecking or dismantling of buildings and all structures; Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

RAILROAD TRACK WORK: Right-of-way clearance as described above, excavating, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Construction and/or relocation of main lines, shoe flies, sidings, gradings, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

STUDIO UTILITY EMPLOYEES: All such work as herein described as may be pertinent to any part of the operation of motion picture and other related types of studios.

USE OF TOOLS: Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.

MISCELLANEOUS: All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired: including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Article XXIII

Deep Tunnel Work

A. Deep tunnel work shall be defined as work performed under compressed air circumstances in an underground passage which is more than thirty-five feet (35 ft.) below the access passage measured from the top of the passage to the top of the tunnel, the length of which is at least five hundred feet (500 ft.) long.

B. Notwithstanding Article V, Subcontracting clause, and Article VI, Foreman, when performing deep tunnel work, contractors shall:

1. Only subcontract work in the deep tunnel to an employer who has signed or is covered by a written labor agreement with this union. In no event will this subcontracting clause be enforced through economic action.
2. When four (4) or more bargaining unit employees are working in the deep tunnel, a non-working foreman shall be employed. The foreman shall be a member of the local union unless the union cannot furnish a duly qualified foreman, in which case the employer is at liberty to procure the foreman from any source.

Tunnel and Pipe Jacking Security

C. It is agreed that starting thirty (30) days prior to the expiration of this Agreement, all Contractors having compressed air tunnel work and pipe jacking work then in progress will give weekly written notification to the Union, the Association and the Municipality of the status of such work. The Union agrees that in the event

of work stoppage after the expiration of this Agreement, it will give five (5) working days written notice of such proposed work stoppage to all contractors having “compressed air” tunnels and pipe jacking work in progress. Upon the receipt of such notice, the contractor shall not construct and extend such “compressed air” tunnel beyond the tunnel face reached at the end of the workday on which such notice was received, pipe jacking will proceed until it is completed. All construction necessary to maintain safe conditions in or about such “compressed air” tunnel job site and pipe jacking work shall thereafter continue, notwithstanding such work stoppage otherwise in effect, until such time that the Union, the Contractor and the Municipality or other owner have reached an understanding that “compressed air” tunnel site and pipe jacking job site is considered “safe” and capable of being shut down.

Article XXIV Industry Improvement Program

A. For work in Milwaukee, Ozaukee, Washington, Waukesha, Racine and Kenosha Counties only, all employers covered by this Agreement shall pay monthly to the Public Works Industry Improvement Program, Inc., 2835 N. Mayfair Road, Suite 22, Milwaukee, WI 53222 (hereinafter referred to as I.I.P.) for each employee covered by a subject to this Agreement, effective June 3, 2013 in the amount of thirteen cents (\$.13) per hour for each hour (whether straight-time or overtime) for which wages or compensation is payable to an employee under this Agreement. These payments shall be made not later than the fifteenth (15th) day of each month following the month for which payment is to be made.

Contributions to the Fund are irrevocable.

1. Effective June 2, 2014 to be determined.
2. Effective June 1, 2015 to be determined.

B. The provisions of Article XII of the 1964/66 Labor Agreement which relate to the purposes and activities, etc., of the Industry Improvement Program shall continue to govern the administration and operation of the Industry Improvement Program Operated by the I.I.P. during the life of this Agreement. It is further understood that the employer contribution of thirteen cents (\$.13) per hour as required by Section A of this Article shall not be referred to or considered as wage or fringe benefit payments.

C. Payments to the Fund are to be made at the end of each month in which the work was performed, but not later than the fifteenth (15th) of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his payments to the Fund, and after the trustees have 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 Employer may be assessed, by the Trustees, as liquidated damages 20% of such delinquent payments and further such delinquent employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1 1/2%) per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative manager refers the delinquency

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

D. The Association or the I.I.P. may for the purpose of collecting any payments required to be made to the I.I.P. including damages and costs, and for the purposes 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.

E. Each Employer who is required to make payments to the I.I.P. pursuant to Section A of this Article shall promptly furnish to the Association, or to the I.I.P., 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 I.I.P. and for no other purpose. The Association, the I.I.P., or their authorized agents, may examine such employment, personnel, or payroll records whenever such examination is deemed necessary by the Association, or by the I.I.P. by their authorized agents in connection with the proper administration of the I.I.P. and the activities engaged in by I.I.P.

F. The Trustees of the Fund may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to commence any such legal equitable or administrative action against any Employer, such Employer shall be obligated to pay to the respective Fringe Benefit Fund or Funds attorney's fees as well as any court reporter fees, filing fees and actual cost of effecting service of papers.

Article XXV

Contractor Administration Fund

All Employers who individually sign this Agreement and are not members of the Association or fail to provide WUCA bargaining rights shall pay a contract Administrative fee to the Association of Twelve (\$0.12) cents per hour for all hours worked. The contract administrative fee shall be transmitted by check payable to the WUCA Contract Administrative Fund, 2835 N. Mayfair Road, Suite 22, Milwaukee Wisconsin, 53222, by the fifteenth (15th) day of each month. WUCA shall be exclusively responsible for all auditing and collection responsibilities in conjunction with the Contract Administrative Fund. Further, WUCA agrees to hold the Union harmless with respect to the administration of this article.

Article XXVI
Substance Abuse Testing and Assistance Program

This substance abuse policy and assistance program has been adopted and implemented pursuant to the negotiations between the Wisconsin Underground Contractors Association and the Wisconsin Laborers' District Council and its Affiliated Unions in Wisconsin of the Laborers' International Union of North America ("Union"). The term "Contractor" or "Company" when used herein refers to the construction industry contractors who are members of WUCA. Should any dispute arise with respect to the application or implementation of this policy and program as to Employees employed by Contractors, such disputes shall be submitted to the grievance and arbitration provisions of this Agreement.

I. PURPOSES

- A. To establish and maintain a safe, healthy working environment for all employees;
- B. To ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
- C. To reduce substance abuse-related accidental injuries to persons or property;
- D. To reduce a substance abuse related absenteeism and tardiness, and to improve productivity;
- E. To provide rehabilitation assistance for qualified and eligible employees who seek help;
- F. To provide against liability because of injuries or accidents caused by individuals using alcohol or drugs at work;

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

H. To clearly state the commitment of construction contractors and the Union to a workplace free from the effects of illegal drug use; and

I. To comply with any law or regulation requiring such Programs.

II. POLICY

A. General Provisions

1. The Contractor prohibits the use, possession or distribution on its premises or work sites of the following: Narcotics, illegal or unauthorized drugs (including marijuana). Employees must not report to work impaired by any drug, intoxicant or narcotic. Legally prescribed drugs may be permitted on company premises or work sites provided the drugs are contained in the original prescription container and are prescribed by a medical doctor.
2. The Contractor prohibits the use, possession, distribution of alcohol beverages or the presence of personnel impaired by such beverages on its premises or work site. The only exception to this policy is the possession of unopened and sealed alcoholic beverages which are permitted in personal vehicles and on company property.
3. The Contractor reserves the right to have authorized personnel conduct any additional substance testing mandated by law.
4. At the discretion of the Contractor, any persons found in possession, offering for sale, purchasing

or distributing any illegal substance as described in item one of this section, will be reported to the civil authorities.

5. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five (5) days of such conviction.
6. Where a contracting agent requires testing of contractor employees other than as is provided for in this policy, the project owner, the Union and the Contractor shall meet to find a mutually satisfactory solution for the particular project.

B. Pre-Employment Screening - Required by law.

Where pre-employment testing for drug or alcohol use is required by law, applicants must consent to such testing. Successful passing of such tests will be required before applicants will be eligible for employment.

C. Post-Employment Screening

1. (a) Any employee that reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by the use of drugs as defined in this section, will be subject to discipline defined in this section, will be subject to discipline up to and including suspension and be required to undergo a drug test. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. Reasonable suspicion is a belief based on behavior observations, or other evidence, sufficient to

lead a prudent or reasonable person to suspect that an employee is impaired by a controlled substance (slurred speech, inappropriate behavior, decreased motor skills, etc.).

- (b) Any employee who reports to work and whose supervisor has reasonable suspicion to believe that the employee is impaired by alcohol will be required to undergo a test for blood alcohol content. If the test is positive, the employee shall be subject to discipline up to and including suspension. Those circumstances, both physical and psychological, deemed to be pertinent will be given consideration. “Reasonable suspicion” is deemed, for purposes of this subsection, as in subsection 1 (a) above.
2. Whenever possible, before an employee is required to submit to testing under this policy, the employee should be observed by more than one individual.
 3. (a) All positive tests for controlled substances will be confirmed with a second reliable testing method. Initial testing will be of the immunoassay type, with all confirmation testing being by gas chromatography/mass spectrometry. The testing lab will be certified for Federal Workplace Drug Testing Programs. Chemicals to be tested for are marijuana, cocaine, opiate, phencyclidine and amphetamines. Limits for each of the substances will be according to appropriate federal, state and DOT regulations as they are updated periodically.
 - (b) The Employer and the Union will select by mutual agreement a reputable laboratory to perform actual testing. The testing agency must

be certified by State or Federal government health authorities as a medical laboratory and must meet the regional requirements for forensic standards: testing must be performed by a certified toxicologist on equipment exclusively dedicated to testing. An unbroken chain of custody of the specimen from the time it is taken from the employee of through the time the laboratory tests the specimen shall be preserved; tamper-proof sample-handling methods must be observed; and the laboratory must follow the test manufacturer's instructions in both administration of the test and the reporting of results as "positive" or "negative".

- (c) At the request of any employee tested under the drug and alcohol testing procedure contained in this agreement, a portion of the original specimen(s) will be preserved for private testing by the employee at his or her own expense by an independent laboratory in the event questions are raised concerning the accuracy of the test administered at the requests of the Employer. The additional test performed at the employee's request will be admissible under the grievance and arbitration procedures in this contract, however, if and only if the methodology employed is substantially identical and equivalent to the methodology authorized in this article.
- (d) Testing for blood-alcohol content will be blood analysis or breathalyzer. A positive test result for alcohol will be reflected by a blood-alcohol type content equal to or greater than current Wisconsin State Motor vehicle regulations.

4. In the event the test indicates a negative result, the employee shall be immediately reinstated and paid any wages and benefits that would have been paid had his work hours not be interrupted by the test. This is considered full reinstatement.
5. In the event of a positive confirmatory test for a controlled substance or positive test for blood alcohol content, the employee will be referred to participate in the appropriate assistance program of the employee's health fund. Strict adherence to the guidelines and recommendations, medically recommended, from that program will, for a first violation, avoid severe discipline or termination except where the employee was impaired at the time he was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft and conviction of property from the contractor or a contractor's customer.
6. If the employee who tested positive for substance abuse enters any required or recommended aftercare program, a negative test within 30 days will make the employee eligible for immediate reinstatement provided the Employer has work available and the employee continues and successfully completes the required or recommended aftercare program.
7. If an employee refused to be tested for substance abuse, he will remain on suspension for a maximum of thirty (30) days. A negative test in this thirty (30) days will make the employee eligible for reinstatement providing he or she continues and successfully completes any required or recommended aftercare program. Continued refusal to submit to a drug

screening after the thirty (30) day period, if recommended by an E.A.P. counselor, will subject the employee to severe disciplinary action up to and including termination.

III. COUNSELING OR TREATMENT

A. WUCA and the Union shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers, and/or medical assistance centers.

B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in this Agreement pursuant to and to the extent provided in schedules, terms and requirements as the trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.

C. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Contractor and the Union. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to paragraph IV "Rehabilitation".

D. Prior to the test, the applicant or employee must be given an opportunity to sign a consent and release form authorizing and agreeing to the test. The consent and release are to be in the form of Exhibits A and B to this policy. The drug test will consist of urinalysis drug screen and, if a drug screen is positive, a follow-up

confirmatory test as per Post Employment Test item 3. These tests shall be at the Contractors' expense.

E. The parties recognize that drug testing may reveal information concerning individual employees of a highly personal and private nature unrelated to the employment of the employee or any other legitimate concern of outside parties; therefore, to the employee's rights any test results shall be disclosed only to employer, employee, authorized union agent or testing lab.

F. Within three (3) working days of notification by certified letter or hand delivered with receipt of a positive test result, an employee may request that the laboratory retest the original sample at his expense. If the retest is negative, the contractor shall reimburse the employee for the cost of the retest.

IV. REHABILITATION

Any employee who feels that he or she has developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance. Requests for assistance will be handled in strict confidence through the E.A.P.

V. MISCELLANEOUS PROVISIONS

A. Contracting agencies may require certain contractors establish and maintain written drug awareness programs with certain minimum provisions. In the event that a contractor may do so only pursuant to the terms herein.

B. An appropriate notice to employees concerning the existence of this program, the treatment and counseling available as well as the penalties described above shall be communicated to employees under the Agreement.

C. Neither WUCA, nor the Union shall be liable for any activities or conduct engaged in pursuant to this program.

VI. CONCLUSION

This program and policy statement are intended to protect the Contractor's most valuable asset, namely its employees. The health and safety of all employees and the general public is of the utmost concern. The above presented program will help ensure a safe workplace for all.

Exhibit A Consent to Breath and/or Blood Test

I hereby voluntarily consent to a breath test or to a blood test, including the drawing of my blood, pursuant to the Substance Abuse Testing and Assistance Program ("SATAP").

I acknowledge that I have been given notice of SATAP and that I understand the program.

Signed _____

Date _____

Exhibit B
Consent to Urinalysis

I hereby voluntarily consent to give a sample of my urine for the purpose of urinalysis pursuant to the Substance Abuse Testing and Assistance Program (“SATAP”). I acknowledge that I have been given notice of SATAP and that I understand the program. (Complete if applicable). In addition, having been informed that I will be tested today in accordance with SATAP, I hereafter have listed all prescription and over-the-counter drugs I have taken in the past 21 days.

1. _____
2. _____
3. _____
4. _____

(Complete if applicable) In addition to the above listed prescription drugs, I have been exposed to the following industrial chemicals in the last 21 days.

1. _____
2. _____
3. _____

Signed _____

Date _____

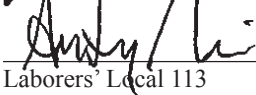
This Agreement shall become effective on the 3rd day of June, 2013 and shall continue in force until midnight, May 31, 2016. If a change is desired by either party to this Agreement, a written notification shall be given at least sixty (60) days before the expiration date, otherwise the Agreement shall continue in force and effect from year to year.

In Witness Whereof, the parties have hereunto set their hands and their seals as of this 3rd day of June, 2013.

FOR THE UNION

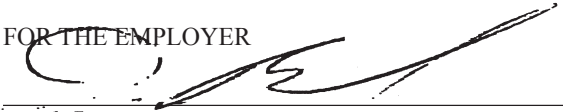


President, Business Manager and Trustee
Wisconsin Laborers' District Council

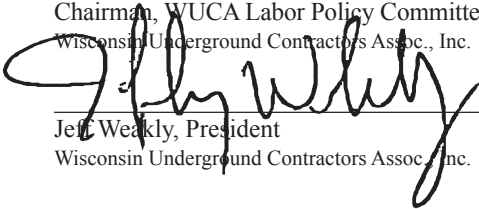


Laborers' Local 113

FOR THE EMPLOYER



Dennis Biondich
Chairman, WUCA Labor Policy Committee
Wisconsin Underground Contractors Assoc., Inc.



Jeff Weakly, President
Wisconsin Underground Contractors Assoc., Inc.

ASSUMPTION OF AGREEMENT

The undersigned Contractor hereby assumes and agrees to accept and abide by all the terms and conditions of this 2013–2016 Labor Agreement (hereinafter call Laborers' Agreement) during the life of this Laborers' Agreement and be bound by the same in its entirety.

It is further specifically understood that all conditions of employment in the individual operation of the undersigned employment in the individual operation of the undersigned contractor relating to wages, fringe benefits, hours of work, general working conditions or work assignments shall be maintained at no less than the highest standards in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made in said Laborers' Agreement.

This agreement shall be effective June 3, 2013 and shall continue in full force and effect until Midnight, May 31, 2016. If change is desired by either party to this Agreement, a written notification shall be given at least Sixty (60) days before the expiration date (May 31, 2016), otherwise this agreement shall continue in force and effect from year to year thereafter unless terminated by written notice given by either party to the other not less than sixty (60) days prior to such expiration date or any anniversary thereof.

Stated at _____ Wisconsin, this _____

Day of _____, _____

FOR THE CONTRACTOR

Name of Firm _____

Address _____

By _____

Name of Representative and Title

WISCONSIN LABORERS' DISTRICT COUNCIL

Name of Representative and Local Union #

Address _____

City _____, Wisconsin

NOTES

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