

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between Indiana Constructors, Inc. – Labor Relations Division ("ICI-LRD"), acting as a negotiating agent on behalf of its members authorizing ICI-LRD to be their negotiating agent, and subject to ratification by a majority of those members, and the Laborers' International Union of North America, State of Indiana District Council for and on behalf of its affiliated Local Unions ## 120, 204, 213, 274, 561, 645, 741, 795, and 1112 ("Laborers"). ICI-LRD and the Laborers shall collectively be referred to as the "Parties."

Recitals

- A. The Parties have entered in to a collective bargaining agreement, which by its terms will expire on March 31, 2022 ("Agreement").
- B. The Parties wish to amend and modify the Agreement as described herein.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Section 6 of Article XV, SHIFT WORK, is hereby deleted.
2. Article XIV, WORKING HOURS AND OVERTIME AND PAY, is hereby amended and modified to add a new Section 3 immediately following the paragraph labeled Section 2 of Article XIV, and this new Section 3 will include language identical to the former Section 6 of Article XV, SHIFT WORK. Accordingly, the provisions of Article XIV, WORKING HOURS AND OVERTIME AND PAY, following Section 1, which remains unchanged, are amended and modified to read as reflected on Appendix A attached hereto.
3. Except as specifically modified in this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

IT IS SO AGREED:

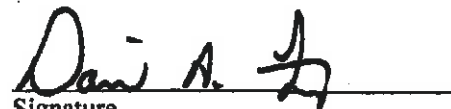
INDIANA CONSTRUCTORS INC.
LABOR RELATIONS DIVISION


Signature

Steve Crider
Printed Name

8-1-2018
Date

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, STATE OF INDIANA
DISTRICT COUNCIL, FOR AND ON
BEHALF OF ITS AFFILIATED LOCAL
UNIONS ## 120, 204, 213, 274, 561, 645, 741,
795, and 1112


Signature

David N. Frye
Printed Name

7-19-2018
Date

ORIGINAL

APPENDIX A

ARTICLE XIV

WORKING HOURS AND OVERTIME AND PAY

*** * ***

Section 2. Employees shall be paid weekly and payment shall be in full for the payroll period. Payment shall be paid within six (6) days of the payroll period and shall be in cash or by check or by direct deposit as authorized in writing by each Employee. Each weekly pay shall be accompanied by a statement listing the name of the Employee and Employer, the date, number of hours worked, both straight and overtime, the monies deducted, and for what purpose said deductions were made. When an Employee is discharged or laid off permanently, he shall receive his pay at the time of being discharged or laid off. Should an Employee be required to wait for his pay, he shall receive four (4) hours pay at his regular rate of pay for each day he waits. Any Employee voluntarily quitting shall be paid at the next regular pay day. Provided, that nothing stated herein shall prohibit an Employer upon discharge or lay-off to pay an Employee with a "field" pay check not listing deductions. In such instances when a "field" payroll check is utilized, the Employer shall mail to the Employee at the end of the pay period a statement noting the deductions and reasons therefore.

Section 3. An employee shall be paid at the appropriate rate for time worked on Saturday or Sunday based on the clock. For work performed between 12:01 am Saturday through 12:00 midnight he shall receive time and ½ unless it's a holiday or working as a makeup day due to inclement weather. For work performed between 12:01 am Sunday through 12:00 midnight he shall receive double time. If a shift starts prior to midnight and extends through 12:00 midnight he shall be paid at the appropriate rate based on the clock for when the hours are worked.

Should the aforementioned be violated, then it will not be considered a violation of this Agreement should a work stoppage occur for the purpose of enforcing this provision.