

ORIGINAL

AGREEMENT

BY AND BETWEEN

INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD)

and

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, #1112

APRIL 1, 2022

thru

MARCH 31, 2027

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LOCAL UNIONS  
OF  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA  
STATE OF INDIANA  
DISTRICT COUNCIL  
CONTRACTORS' LABOR AGREEMENT

THIS AGREEMENT is made and entered into by and between the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD), acting as a negotiating agent on behalf of its members of the Division specifically authorizing these negotiations, and subject to ratification by a majority of those members who have authorized ICI-LRD to be the negotiating agent, Party of the First Part, known hereinafter as the “Employer”, and Laborers’ International Union of North America, State of Indiana District Council, acting for and on behalf of its affiliated Local Unions #120, #204, #213, #274, #561, #645, #741, #795, #1112, Party of the Second Part, known hereinafter as the “Local Unions of Laborers’ International Union of North America” or “Union”.

This Agreement is negotiated on the part of the Employer by the Negotiating Agent, acting as such only for those Employers who sign this agreement, or a facsimile thereof, and for no others. It is agreed and understood that said Negotiating Agent shall in no event be bound as principal, or be held liable as Negotiating Agent or as principal in any manner for any breach of this contract by any of the parties hereto.

It is further agreed that the liability of the Employers who accept, adopt and sign this agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Local Unions of Laborers’ International Union of North America, State of Indiana District Council, Party of the Second Part, shall be several and not joint.

It is understood that the Laborers’ International Union of North America, State of Indiana District Council, in signing this Agreement for and on behalf of all and each of the Local Unions of Laborers’ International Union of North America, State of Indiana District Council, as herein defined, shall not be responsible for violation of this agreement by Local Unions of Laborers’ International Union of North America unless action by said locals in violation of this agreement is ordered or ratified by the Laborers’ International Union of North America, State of Indiana District Council, or, unless the State of Indiana District Council fails to take whatever action may be necessary to prevent violation. Provided, however, nothing contained herein shall be construed as relieving the Local Unions of Laborers’ International Union of North America, State of Indiana District Council, of their full responsibility.

## ARTICLE I – COVERAGE

**Section 1.** WORK COVERED – Work covered in this agreement shall encompass all work coming within the recognized jurisdiction of the Laborers' International Union of North America as set forth in their Manual of Jurisdiction, as amended in October, 1961, and by any amendments to this Manual, and as now included in Section One of the "jurisdictional guidelines" booklet, adopted by the Laborers' International Union of North America, State of Indiana District Council on the date of February 26, 1972. Provided, this booklet is solely for purposes of determining jurisdiction and is not intended to have any effect on work not covered by this agreement, particularly but not limited to Section 2 (b) of this Article (Article I).

(a) HIGHWAY CONSTRUCTION shall include construction, modifications, additions or repairs of roads and streets (including roads and streets in housing projects) and construction incidental thereto; alleys, guard rails, fences, parkways, parking lots and parking areas; rest parks, airports, bridle paths, grading and/or draining of athletic fields to an outlet for the field; highway bridges; grade separations involving highways; all conduit and duct construction, sewage and waterworks improvements incidental to street and highway improvements, government defense projects, industrial and commercial projects, including schools and other governmental projects.

Airports, government defense projects, industrial and commercial projects, schools and governmental projects as used herein shall mean all work in connection with grading, drainage and paving and shall not refer to the erection of buildings.

(b) HEAVY CONSTRUCTION AND RAILROAD CONTRACTING shall include the construction, or modification, or addition, or repair of the following projects: Railroad construction projects on railroad right-of-way, including, but not limited to, railroad bridges, grade separations involving a railroad and track elevation; temporary railroad track incidental to the performance of work otherwise covered by this agreement; pile driving, piers, abutments, beams, retaining walls, viaducts, pedestrian tunnels, subways, elevated highways, drainage projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, channel-cut-offs, dredging projects, jetties; all earth moving (including excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed and site preparation, including site preparation for buildings); including the operation, maintenance, and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services.

(c) UTILITY CONSTRUCTION shall include all labor work (including skilled and semi-skilled) for the construction or an installation of utility lines, metallic and non-metallic (clay, terra-cotta, ironstone, vitrified concrete, cast iron, fibre-glass, orangeburg, transite, plastic, etc.), pipe for storm and sanitary sewers and drainage; water lines, water treatment plants; sewage treatment plants; pump stations; lift stations; cables; ducts; air-

lines; gas lines; steam lines; conduit lines; making of joints; sheeting; trenching; manhole erectors; digging and backfilling of all ditches; cutting of streets and surfaces and refinishing of same; in free air or tunnel projects.

The loading, unloading and distribution of all pipe and material used in the performance of work as set forth above.

The connections of utilities to the point of first connection outside the building foundation not to exceed 3 feet from the foundation.

The laying of pipe and making of all connections and/or joints on any and all types of utilities. TV'ing and associated grouting of utility lines.

(d) RELATED WORK – In addition, all other construction work and projects related to drainage, grading, sanitation, sewage disposal, irrigation, flood control, water supply, and similar utility construction work, whether such work is or is not part of, or incidental to building construction and/or improvement, and whether such work is inside or outside of property lines on public or private property, or on or off streets or highways, or on or off building or other construction sites.

In regards to buildings, all work as described above shall be performed from the point outside the building walls.

(e) LOCAL PRODUCTION OF MATERIALS – The local production of materials whether such materials are produced by the contractor, himself, for his own use or for him by contract with another shall include the production of crushed stone, gravel and/or other materials with portable or semi-portable crushing, screening or washing plants established, or reopened or to be established in the vicinity of the work for the purpose of supplying materials to be incorporated into the work on a designated project or projects.

(f) EXCEPTIONS – This agreement shall not apply to employees erecting buildings.

## **Section 2. EMPLOYEES COVERED**

(a) This agreement shall have effect on and cover construction labor working for the party of the first part on the aforesaid classes of work in the State of Indiana, subject to the provisions of Articles III, IV and XXX hereof.

(b) EXCEPTIONS – This agreement shall not apply to, or have effect on, construction labor employed by the Employer at his general warehouse or permanent yard, nor shall it apply to superintendents, master mechanics, mechanics, job foremen, civil engineers or clerks.

This agreement shall not apply to those persons furnished to the Employer by the owner of specialized equipment leased, rented, borrowed or on trial by the Employer, provided the equipment is not customarily used by the Employer and said persons are used solely to operate said equipment. This shall apply only for a reasonable trial period.

Tasks performed by supervisory employees which are incidental to their supervisory duties and which do not interfere with the earnings of employees covered by this Agreement, are not in violation of this Agreement.

### **Section 3. DEFINITIONS**

(a) The term "job foreman" is defined to mean one whose principal duty is to direct or supervise the work of others. A job foreman, except in case of emergency, or in an instructional nature, will not be permitted to perform manual labor.

(b) The term "concrete puddler" is defined to mean one who is working between forms puddling concrete.

(c) The term "flag person" is defined to mean one who handles a flag to direct traffic through a construction project.

(d) The term "watchman" is defined to mean one who guards, protects or attends on a job or project.

(e) The term "laborer leadman" is defined to mean one whose principal duty is to direct or supervise the work of laborers.

(f) The term "sewer pipe layer/stormwater pipe layer" is defined to mean one who coordinates *and physically performs* the laying of pipe for storm or sanitation sewers or drains and performs one or a combination of the following tasks (but not limited to):

1. Installs and uses instruments such as lasers, grade rods and/or transits for conformance of grade or slope requirements.
2. Lays out pipe routes following instructions or blue prints and coordinates layout with supervisors.

(g) Whenever the singular or plural number, or masculine, feminine or neuter gender, is used herein it shall equally include the other, and the terms and provisions of this agreement shall be construed accordingly.

## **ARTICLE II - LABORER LEADMAN**

**Section 1.** All Laborer Leadmen are included in the Bargaining Unit.

**Section 2.** When six (6) or more Laborers are employed by the Employer on a crew, or when three (3) or more crews that include at least twelve (12) employees are employed by the Employer on any one project, then one employee will be designated as the Laborer Leadman by the Employer. Said Laborer Leadman may perform manual labor but he shall receive the Laborer Leadman rate as stipulated herein.

When sixteen (16) or more Laborers are employed on a crew, the Laborer Leadman shall be a non-working Leadman. At no time shall one (1) Laborer Leadman have more than twenty (20) Laborers under his leadership.

**Section 3.** When there are three (3) or more non-working Leadmen on a project one (1) shall be assigned as General Laborer Leadman.

**Section 4.** In no case shall a Laborer Leadman have the authority to hire or discharge Employees. All hiring and discharging will be done by the Party of the First Part or his authorized representative.

### **ARTICLE III - BARGAINING AGENT**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the Employer recognizes the Union as the sole and exclusive bargaining agent of all his Employees in a unit consisting of construction laborers who are employed by the Employer on all work and classifications set forth in this Agreement.

### **ARTICLE IV - UNION SECURITY**

**Section 1.** The Contractor, or Employer, recognizes and acknowledges that the Laborers' International Union of North America, State of Indiana District Council, is the sole representative of all Employees in the classification of all work under its jurisdiction covered by this Agreement, for the purposes of collective bargaining. The State of Indiana District Council likewise recognizes the ICI-LRD as the sole bargaining agent for work as defined herein and recognizes the ICI-LRD as negotiating agent for its members for all work set forth in Article I for the area outlined in this Agreement.

**Section 2.** Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees, who are members of the Union on the effective date of this Agreement may continue their membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union. All Employees, who are not members of the Union, and all persons who hereafter become Employees, shall become members of the Union on the eighth (8<sup>th</sup>) day following the beginning of their employment or on the eighth (8<sup>th</sup>) day following the effective date of this Agreement, whichever is later, and shall remain members of the Union to the extent of



paying an initiation fee and the membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement. The provisions of this Section shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law.

**Section 3.** The Union shall notify the Employer by Certified Mail, directed to the main office of the Employer, of any default on the part of an Employee to pay his initiation fee and membership dues and/or working dues pursuant to this Article, with a copy of said communication being hand delivered to both the Job Superintendent and the Employee involved. Such communication shall be by an authorized representative of the Union. Such communication shall: identify the name and address of the delinquent employee; state that Union Membership was available to such Employee under the same terms and conditions generally applicable to other members; state that despite notice, such Employee has defaulted on his obligation to pay his initiation fee and membership dues and working dues; and, shall instruct the Employer to discharge such Employee. Within 24 hours (Saturday and Sunday excluded) from receipt of such written notice, the Employer shall discharge such Employee. The Parties agree that such discharge shall be based upon the information supplied and representations made by the Union. The provisions of this Section shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law.

**Section 4.** The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other form of liability including, without limitations, attorneys' fee, judgments, fines, excise taxes, penalties and settlement payments, that shall arise out of or by reason of any action or request made by the Union under this Article IV and the Union shall be presented with the claims if one were to arise.

## **ARTICLE V - WORKING DUES CHECK-OFF**

**Section 1.** Each Employer signatory to this Agreement agrees to deduct from the pay of Employees covered by this Agreement regular and uniform Working Dues, in an amount designated by the Union, provided, before any such deduction is made, the Union shall secure and furnish to the Employer a properly signed Authorization Form from each Employee permitting such deductions. Such deductions shall be remitted by the 10<sup>th</sup> of each month, following the end of the month for which deductions are made, to the designated depository at the same time and accompanying Health & Welfare, Pension and Training contributions submitted electronically or by separate check and report of gross wages. The designated depository shall be called the State of Indiana District Council of Laborers Working Dues Fund.

**Section 2.** The Authorization and Assignment of Working Dues shall be irrevocable for the period of one (1) year or until the termination of this Collective Bargaining Agreement, whichever period is less, unless written notice is given by the Employee to the

Employer and to the Union, not more than sixty (60) days and not less than thirty (30) days before any periodic renewal date. In case no such notice is given, the Authorization shall continue in effect from year to year until such notice is given.

**Section 3.** Violation of the Dues Check-Off Clause of this Agreement is specifically exempted from the application of the grievance and arbitration procedure. (If the Employer violates the provisions of the dues check-off clause of this Agreement, the Union, without violation of this Agreement, shall be permitted to strike the Employer to remedy such violation, provided the Employer is given a certified written notice by the Union of its violation and is further allowed a period of fifteen (15) days to remedy said violation).

**Section 4.** The Employer, or his authorized representative shall notify the Local Union of the Party of the Second Part of all Employees given employment covered by this Agreement, by submitting on the first fringe benefit report after hire in, in order that the Union may obtain the required and necessary information from the aforesaid individuals to properly register them in the Working Dues Check-Off.

## **ARTICLE VI - EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Employer will not discriminate in hiring or during employment because of race, religion, color, sex, national origin, sexual orientation, gender identity, ancestry, age, veteran's status, handicap or a qualified individual with a disability.

**Section 2.** The Union will not discriminate in any respect including membership, training opportunities, or referrals because of race, religion, color, sex, national origin, sexual orientation, gender identity, ancestry, age, veteran's status, handicap or a qualified individual with a disability.

**Section 3.** It is also agreed that both the Union and the Employer will fully comply with all Federal and State requirements as they pertain to equality and opportunity for employment in the construction industry. In addition to equal employment opportunities, the Employer and Union fully support affirmative action in construction.

## **ARTICLE VII - WELFARE FUND**

**Section 1.** On work covered by this Agreement, the Employer agrees to pay into the Indiana Laborers Welfare Fund an amount set forth on the wage schedule which is attached hereto and made a part hereof for each hour worked by Employees covered by this Agreement in addition to wages herein set out. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations, as adopted by the Trustees of the herein mentioned Welfare Fund. The Employer may submit funds electronically.

**Section 2.** The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated May 25, 1953, establishing the Indiana State District Council of Laborers and Hod Carriers Welfare Fund and Participating Employers and by any amendments to said Trust Agreement.

**Section 3.** The Welfare Trust Fund shall be administered in accordance with all provisions of applicable law.

**Section 4.** The Employer, Employee and Union recognize and accept their joint responsibility to comply with the health insurance continuation provisions of the COBRA Act of 1986 and shall cooperate so that all parties are in compliance.

## **ARTICLE VIII - PENSION FUND**

**Section 1.** On work covered by this Agreement, the Employer agrees to pay into the Indiana Laborers Pension Fund an amount set forth in the wage schedule, which is attached hereto and made a part hereof for each hour worked by Employees covered by this Agreement, in addition to the wages set forth herein. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein named Pension Fund. The Employer may submit funds electronically.

**Section 2.** The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated June 1, 1962, establishing the Indiana State District Council of Laborers and Hod Carriers Pension Fund and Participating Employers and by any amendments to said Trust Agreement.

**Section 3.** The Pension Trust Fund shall be administered in accordance with all provisions of applicable law.

## **ARTICLE IX - TRAINING TRUST FUND**

**Section 1.** On work covered by this Agreement all Employers, Party to this Agreement, agree to pay into the Indiana Laborers Training Trust Fund an amount set forth on the wage schedule which is attached hereto and made a part hereof for each hour worked by Employees covered by this Agreement. Payments shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Trust Fund. The Employer may submit funds electronically.

**Section 2.** The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Indiana Laborers Training Trust Fund.

**Section 3.** The Training Trust Fund shall be administered in accordance with all provisions of applicable law.

#### **ARTICLE X - DEFINED CONTRIBUTION TRUST FUND**

**Section 1.** On work covered by this Agreement, the Employer agrees to pay into the Indiana Laborers Defined Contribution Trust Fund the amount in cents per hour as shown in Article XXX. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Defined Contribution Trust Fund. The Employer may submit funds electronically.

**Section 2.** The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated May 1, 2014, establishing the Indiana Laborers Defined Contribution Trust Fund and Participating Employers and by any amendments to said Trust Agreement.

**Section 3.** The Indiana Laborers Defined Contribution Trust Fund shall be administered in accordance with all provisions of applicable law, and will be domiciled in Indiana.

#### **ARTICLE XI - POLITICAL ACTION COMMITTEE CHECK-OFF**

**Section 1.** Each Employer signatory to this Agreement agrees to deduct from the pay of Employees covered by this Agreement a voluntary contribution, in the amount designated by the Union, to the Indiana Laborers District Council Political Action Committee (ILDCPAC), or other political action committee as determined by Union, provided, before such deduction is made, the Union shall secure and furnish to the Employer a properly signed Authorization Form from each Employee permitting such deductions. The Union agrees to indemnify and hold the Employers harmless for any actions taken by the Employer in reliance upon the information supplied and representations made by the Union in the event that such information and representations turn out to be incorrect. Such deductions shall be remitted to the ILDCPAC by the 10<sup>th</sup> of each month accompanied by a report listing the name, contribution amount and rate of deduction for each Employee for whom such deductions have been made. The PAC Authorization Form shall remain in effect until revoked by an Employee in writing.

#### **ARTICLE XII - INDUSTRY ADVANCEMENT FUND**

**Section 1.** Each Employer is to contribute to the Indiana Constructors Industry Advancement Fund ("ICIAF"), or to a successor fund approved by the ICIAF Committee, THIRTEEN CENTS (\$0.13) per hour, or whatever amount the ICIAF Committee

determines is appropriate from time to time, for each hour worked by each Employee working under this Agreement.

**Section 2.** The contribution to ICIAF shall be deposited each month, or at such other regular intervals as may be determined by the ICIAF Committee to the depository designated by the ICIAF Committee and such contributions shall be reported on such forms as may be designated by the ICIAF Committee.

**Section 3.** The activities of ICIAF shall be determined by the ICIAF Committee and shall be financed from the payments herein provided for. The Employer expressly ratifies and adopts the ICIAF Policy Statement. The Employer expressly hereby acknowledges the substantial benefits that are rendered to it as a result of ICIAF. By execution of this Agreement, the Employer ratifies all actions taken or to be taken by the ICIAF Committee within the scope of its authority.

**Section 4.** The Employer hereby agrees that the designated representative of the ICI-LRD or the ICIAF Committee, shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event of an audit, or if a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of the audit and/or collection, including reasonable attorney's fees, incurred by the ICI-LRD and/or ICIAF. It is further understood that such Employer shall be obligated to pay any delinquent contributions to ICIAF with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

**Section 5.** It is expressly agreed and understood that no Employee, Employer or Union has any vested or proprietary interest in, or right to, any sum constituting a part of ICIAF.

### **ARTICLE XIII - NOTIFICATION**

**Section 1.** The Employer or his authorized representative shall notify the applicable Local Union of the Party of the Second Part of all Employees given employment covered by this Agreement, within six (6) days after the closing date of the payroll week in which the new Employee was hired in order that the Union may obtain the required and necessary information from the aforesaid individuals to properly register them in the Pension, Welfare and Training Trust Funds. On the first fringe benefit report after hire in, the Employer will submit name, social security number and current known address of new Employees.

In the event an Employer signatory hereto violates this Article, the Union shall have the right to file a grievance under this Agreement or commence a lawsuit against the Employer, or both.

## **ARTICLE XIV - WORKING HOURS AND OVERTIME AND PAY**

**Section 1.** (a) The regular work week shall be a forty (40) hour week Monday a.m. through Sunday p.m. The project starting time shall be established in the pre-job conference. Once established, the project starting time shall not be changed without mutual consent of both Parties.

(b) If an Employee is required to start work prior to the regular starting time established in the pre-job conference, said Employee shall receive one and one-half (1 ½) times the regular rate of pay for each hour worked prior to the regular starting time.

(c) At the pre-job conference, the Contractor shall be entitled to elect working his Employees under one of two options.

1. On the basis of five (5) consecutive work days, Monday through Friday, eight (8) hours per day, or;
2. On the basis of four (4) consecutive work days, Monday through Thursday, ten (10) hours per day.

(d) The option selected during the pre-job conference must be mutually agreed to and may be changed only by the Contractor giving notification to the Union five (5) days in advance of such change.

(e) If the Contractor elects Option 1, all hours worked by the Employee in excess of eight (8) hours in any one day (exclusive of lunch period) or over forty (40) hours in one work week (Monday through Saturday) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Saturday shall be treated as a make-up day if, due to inclement weather, the Contractor has not worked the regular work days and hours Monday through Friday. If Saturday is scheduled as a make-up day, no less than eight (8) hours of work will be scheduled. Overtime pay will be determined by the regular crew overtime. (Make-up day may not be utilized on an individual Employees basis or to make up holidays). In the event any other craft receives overtime at one and one-half (1 ½) times the regular rate of pay because Saturday is not a make-up day for the other craft, the Laborers will receive the same.

(f) If the Contractor elects Option 2, all hours worked by the Employee in excess of ten (10) hours in any one day (exclusive of lunch period) or over forty (40) hours in any one work week (Monday through Friday) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Friday shall be treated as a make-up day if due to inclement weather, the Contractor has not worked the regular work days or hours Monday through Thursday. If Friday is scheduled as a make-up day no less than ten (10) hours will be scheduled. Saturday will be worked at the rate of one and one-half (1 ½) times the regular rate of pay. Overtime pay will be determined by the regular crew overtime. (Make-up day may not be utilized on an individual Employees basis or to make

up holidays). In the event any other craft receives overtime at one and one-half (1 ½) times the regular rate of pay because Friday is not a make-up day for the other craft, the Laborers will receive the same.

(g) Should some unforeseen stoppage or accident occur to a machine near the end of the working day, and it can be repaired and put in operation again by or before the ordinary quitting time and the workmen required are held on pay during the stoppage, then all truck loads of material waiting at that time shall be run through the machine and finished at the regular rates of pay.

(h) The Employee shall be advised in the evening before leaving the job whether there will be work the following day. Except for inclement weather or any other conditions beyond the Employer's control, any Employee who reports to work shall be paid in accordance with the following provisions:

Option (a): 2 hours shall be paid to an Employee for reporting; however, an Employee may be required to remain on the job to perform whatever non-productive work may be assigned for such 2 hour period.

4 hours shall be paid to an Employee if an Employee actually starts productive work.

If an Employee works over 4 hours, he shall be paid for 8 hours.

Option (b): 2 hours shall be paid to an Employee for reporting, however, an Employee may be required to remain on the job to perform whatever non-productive work may be assigned for such 2 hour period.

5 hours shall be paid to an Employee if an Employee actually starts productive work.

If an Employee works over 5 hours, he shall be paid for 10 hours.

**Inclement Weather** – When an Employee reports to work but is unable to work due to inclement weather or any other condition beyond the Employer's control, the Employee will receive two hours show up pay for reporting unless notified one (1) hour in advance of the regular shift starting time by the Employer not to report. When an Employee starts to work but is unable to continue due to inclement weather or any other conditions beyond the Employer's control, then the Employee will be paid for actual hours worked.

(i) The following holidays together with Sundays shall be considered as legal holidays: Labor Day, New Years Day, Memorial Day, Fourth of July, Thanksgiving Day and the day thereafter, and Christmas Day. Work performed on these days shall be paid for at the rate of double time the regular rate of pay. Should any of the

herein mentioned Holidays fall on Sunday, the following Monday shall be considered the Holiday.

(j) For the purpose of this Article, the Employer or his authorized representative and the Business Agent of the Local Union within whose area the work is located, upon starting work on a new project, shall establish the seven consecutive calendar days which will constitute the work-week for the project. This workweek shall prevail for the duration of the project.

(k) The Employees covered by this Agreement shall receive a thirty (30) minute uninterrupted lunch period between the hours of 11:00 a.m. and 1:00 p.m. When an Employee is required to work through the lunch period as stated above, the Employee shall be paid one and one-half ( $1 \frac{1}{2}$ ) times the regular rate of pay for the thirty (30) minutes of work through lunch.

Even when a laborer is required to work through lunch, it is the intent of the parties that he shall at least have the opportunity to eat while working.

Examples:

1. Laborers working a total of six (6) hours (stoppage due to inclement weather) including working through lunch period, shall be compensated the amount of five and one-half ( $5 \frac{1}{2}$ ) hours at straight time rate plus one-half ( $1/2$ ) hour at time and one-half ( $1 \frac{1}{2}$ ) for the lunch period.

2. Laborers working a total of eight (8) hours including working through lunch period, shall be compensated the amount of seven and one-half ( $7 \frac{1}{2}$ ) hours at straight time rate plus one-half ( $1/2$ ) hour at time and one-half ( $1 \frac{1}{2}$ ) rate for the lunch period.

3. Laborers working a total of eight and one-half ( $8 \frac{1}{2}$ ) hours including working through the lunch period, shall be compensated the amount of eight (8) hours at straight time rate plus one-half ( $1/2$ ) hour at time and one-half ( $1 \frac{1}{2}$ ) rate for the lunch period.

Laborers working a total ten (10) hours, including working through lunch period, shall be compensated the amount of eight (8) hours at straight time rate plus one-half ( $1/2$ ) hour at time and one-half ( $1 \frac{1}{2}$ ) for the lunch period plus one and one-half ( $1 \frac{1}{2}$ ) hours at time and one-half ( $1 \frac{1}{2}$ ) rate for overtime.

(l) When any Employee or Employees work in two (2) or more classifications during the period of the first half of the shift, he or they shall receive the wage rate of the highest classification for such period and an Employee or Employees working in two (2) or more classifications during the period of the second half of a shift shall receive the wage rate of the highest classification for such period.



**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 12:01am 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 12:01am Sunday through 12:00 midnight he shall receive double time. If a shift starts prior to midnight and extends thru 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 the provision.

## **ARTICLE XV - SHIFT WORK**

**Section 1.** The Employer may elect to work not in excess of three (3) shifts in which case the starting and quitting times referred to in Article XIV shall not apply. No work shall be considered shift work under this Article unless two (2) or more shifts are worked for a period of three consecutive days, except when the period required is broken by Saturday, Sundays, holidays, an Act of God, inclement weather or strike. If the shift is broken before such three (3) consecutive days, the applicable overtime rate will apply.

**Section 2.** The first shift shall receive the established hourly wage rate set forth herein for eight (8) hours work. The second shift shall receive one dollar and seventy-five cents (\$1.75) per hour above the regular established rate of pay. The third shift shall receive three dollars and fifty cents (\$3.50) per hour above the regular established rate of pay.

**Section 3.** When Employees are required to work overtime on the first shift, they shall be paid the established overtime rate of pay for all hours worked in excess of eight (8) hours for Option 1 or ten (10) hours for Option 2 on any one (1) shift.

**Section 4.** When Employees are required to work overtime on the second shift, they shall be paid the established overtime rate of pay for all hours worked in excess of eight (8) hours for Option 1 or ten (10) hours for Option 2. When Employees are required to work overtime on the third shift, they shall be paid the established overtime rate of pay for all hours worked in excess of eight (8) hours.

**Section 5.** If the first shift is the only shift and starts after 6:00 p.m., Employees will be paid one dollar (\$1.00) per hour over the regular established rate of pay.

**Section 6.** When an Employee is required to work overtime, the Employer will be obligated to continue paying the applicable overtime rate until the Employee has had an eight (8) hour break.

## **ARTICLE XVI – UNIFORMITY**

In the event that any other employer or employer group reaches an agreement with the Laborers International Union of North America, State of Indiana District Council covering in any part the same work as this Agreement, that is in the opinion of the ICI-LRD in any respect more favorable than a term of this Agreement, then at the option of ICI-LRD such more favorable provisions shall become a part of this Agreement, as of the effective date of the more favorable provision. The Laborers International Union of North America, State of Indiana District Council shall notify, by certified mail within seven (7) calendar days of entering into any agreement with any other employer or employer group covering any part of the same work as is covered by this Agreement, the ICI-LRD and provide it with a copy of any other labor agreement now or hereafter negotiated with anyone else covering in any part the same work as this Agreement but containing any different terms or conditions.

Within seven (7) calendar days of entering into an “Assent of Participation”, “Memorandum of Agreement”, or other similar agreement, the Laborers International Union of North America, State of Indiana District Council will notify, by certified mail, the ICI-LRD and provide the name and address of any employer or employer group who signs any such “Assent of Participation”, “Memorandum of Agreement”, or similar agreement or who otherwise becomes bound to an agreement containing the same terms and conditions as this Agreement.

Nothing in this Article applies to agreements entered into by Laborers International Union of North America, State of Indiana District Council and any other employer that are more favorable only by force of law.

## **ARTICLE XVII - ESCAPE CLAUSE**

Except as provided in Article XXXVI this Agreement may be opened during the life of said Agreement by mutual agreement signed by the negotiating agents, which Agreement

shall contain the matters to be considered, it being strictly understood and agreed that this clause will not be invoked to provide for change of wages or for more stringent working conditions to the economic detriment of the Party of the First Part. Neither will this clause be invoked for any purpose deemed detrimental to the State of Indiana District Council or any of its affiliated Local Unions.

## **ARTICLE XVIII - SELECTION OF LABOR – EMPLOYMENT REGULATIONS**

**Section 1.** (a) In employment, no applicant shall be discriminated against for membership or non-membership in the Union. When the Employer has requested the Union to furnish Employees for a job, such Employees shall be referred by the Union on a non-discriminatory basis.

(b) The Employer retains the right to reject any applicant whether furnished by the Union or not, and further, the Employer shall have the right to determine the competency and qualifications of his Employees and the right to discharge for just cause.

(c) The Employer may call the Union for an individual by name, provided he is not employed by another Employer. Under such circumstances the Union shall refer such individual.

(d) The Union and Employer agree to comply with the Immigration Reform and Control Act of 1986 and rules and regulations promulgated thereunder.

**Section 2.** The Union will not send an Employee to the Employer who they know does not comply with the Residency Requirements of the Immigration and Reform Act.

## **ARTICLE XIX - STEWARDS**

**Section 1.** When the Business Manager or his designated representative deems it advisable, he may, upon written notice to the Employer, appoint from the Employer's existing work force a Steward or Stewards on any given project. Said Steward is to be recognized by the Employer and he shall have the right to act on any grievance without discrimination. Said Steward shall be a working Employee and shall be retained on any given project as long as, or when any Employee covered by this Agreement is employed on the project by the Employer, in accordance with Article XVIII Section 1(b).

**Section 2.** In case the Steward cannot settle any dispute or grievance, the Business Manager shall be notified to take up with the Party of the First Part said grievance. For all purposes of this Agreement, it is understood that the duties of the Steward are limited to:

- (a) To insist that the provisions of this Agreement be complied with by the First and Second Parties.

- (b) To report to the Business Manager any question that he cannot settle with the Party of the First Part.
- (c) To report unsafe conditions to the Job Superintendent.

**Section 3.** When the Employer starts a special crew or 2<sup>nd</sup> or 3<sup>rd</sup> shift crews, he will not be compelled to use the same Steward on the special or shift work as on the regular work.

**Section 4.** In the event of a general lay-off by the Employer for any reason, the Steward shall be the first Employee recalled, unless the Employer needs an Employee who possesses specific skills that a Steward cannot perform. In that event, the Employer may recall another Employee and the Steward will be the second man recalled.

## **ARTICLE XX - GRIEVANCE PROCEDURE**

**Section 1.** (a) There shall be no stoppage of work on account of any difference of opinion, or dispute which may arise between the Parties of the First Part and Second Part. It is agreed by the Parties that all grievances, disputes, or claims, which may arise with respect to the enforcement or interpretation of any of the terms of this agreement are to be resolved in the following manner:

All grievances, disputes, or claims which may arise between Employers signatory to this Agreement or Employees who have accepted this Agreement and thus become parties hereto shall be resolved in the following manner:

(1) The dispute shall first be discussed by the Job Steward or other Union Representative and the Employer's Foreman and/or Superintendent.

(2) If the grievance is not resolved, then the dispute shall be referred to the Business Representative of the Union and the Employer's Representative.

(3) In the event said dispute has not been resolved, the State of Indiana District Council, through its Representative, shall meet with the Employer's Representative, in an attempt to resolve said dispute.

(4) In the event that the dispute is not settled, either Party may, through written notice to the other Party, submit the grievance or dispute to final and binding arbitration.

(5) The Arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service shall be requested to submit a panel of arbitrators of which names are alternately struck until the remaining arbitrator,

whose name remains on the list, shall serve as the arbitrator to hear and decide the dispute and/or grievance. The arbitrator's decision shall be final and binding on both parties.

It is agreed, however, that compliance with a final decision of the arbitrator pending a judicial review of such decision shall not be deemed a waiver of the right to seek judicial review.

The cost of the arbitrator shall be borne equally by both Parties to the grievance and/or dispute.

**Section 2.** Notice of the grievance or dispute shall be made to the Employer and Local Union involved, in writing, by certified mail, within ten (10) days from occurrence of the alleged violation or dispute. The Parties agree that any particular grievance or dispute not called to the attention of the individual Employer and the Local Union within ten (10) days after the alleged violation shall be deemed to have been waived.

**Section 3.** Copies of the decision made by the Grievance Committee and/or the Arbitrator shall be mailed to the Employer and the Union.

**Section 4.** There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the Parties of the First and Second Part, or between this and any other unit or units of Organized Labor, or between other units of Organized Labor, or between any unit or units of Organized Labor and any other division of the Construction Industry.

**Section 5.** EXCEPTIONS – Notwithstanding the other provisions of this Article, it shall not be a violation of this Agreement if any Employee or Employees of an Employer cease work or picket because of non-payment of wages, dishonored payroll checks, non-payment of Health and Welfare contributions, Pension contributions, Training contributions, and/or Working Dues deductions by said Employer.

## **ARTICLE XXI - JURISDICTIONAL DISPUTES – OTHER WORK STOPPAGES**

It is agreed that there shall not be any work stoppages over jurisdictional disputes with any Craft or Crafts employed on any project which have a written Agreement with the Party of the First Part or a declared policy on Heavy and Highway and Utility Construction with the Party of the Second Part. Furthermore, should other disputes or differences arise with other Parties which endanger the continuous progress of a project, which cannot be settled at the Local level, work shall continue in the usual manner until Representatives of the International Unions of all Trades having Agreements with the Party of the First Part or declared policy on Heavy and Highway and Utility Construction with the Party of the Second Part, meet and bring about, or cause to bring about a satisfactory or mutual understanding with the Party of the First Part. Jurisdictional disputes with Crafts not having an Agreement with the Party of the First Part will be resolved pursuant to the procedures of the National Labor Relations Board.

## **ARTICLE XXII - SAFETY**

**Section 1.** The Employer agrees to provide safe working conditions and practices as set forth in current safety standards in the construction industry.

**Section 2.** It is agreed that each Employee covered by this Agreement shall fully comply with all safety directives issued by his Employer and shall properly utilize all safety equipment provided by his Employer when so directed. Failure to comply with these provisions may be cause for discharge.

**Section 3.** Employer shall furnish special wearing apparel, such as rain hats, coats and boots, to protect the Employees when working in inclement weather or adverse conditions. The Employer shall also furnish safety equipment such as hard hats, safety goggles, respirators and protective masks. The Employer shall furnish slip over boots for all Employees working in concrete. It is agreed and understood that the Employer shall be permitted to charge any Employee for such wearing apparel, should the Employee fail to return any item issued to him as mentioned in this section.

## **ARTICLE XXIII - PRE-JOB CONFERENCE**

**Section 1.** Upon written request by either Party, a pre-job conference will be held prior to the time the Employees of such Employer begin work on the project.

**Section 2.** A written request for a pre-job conference sent by the Local Union to an Employer shall be sent by certified mail. If the Employer refuses to honor the request for a pre-job, or does not abide by a previously agreed and signed pre-job conference on that job, the Local Union has the right to picket, strike, and/or withhold Employees. However, no picketing, striking, withdrawal or withholding of Employees will occur until the State of Indiana District Council has had an opportunity to investigate said violation.

**Section 3.** Likewise, it shall not be in violation of this Agreement for an Employer to commence work without such requested pre-job conference, if the Union fails to meet for a pre-job conference on a date prior to that scheduled by the Employer for the commencement of work.

## **ARTICLE XXIV - WORKER'S COMPENSATION**

The Employer agrees to insure that all worker's compensation claims will be filed in the most timely and expeditious manner and in any event not later than seven (7) days following the illness or injury. Upon request, the Employer agrees to provide the Employee and/or the Local Union involved the name and address of the Employer's insurance carrier.

## **ARTICLE XXV - RIGHT TO JOB ACCESS**

**Section 1.** The Employer shall make reasonable efforts to make provisions for permitting access to the job site by the Business Manager or his duly appointed Field Representative. If permission from the Employer is required to obtain job access, it is agreed that such permission shall not be withheld. The Business Manager or said Field Representative shall advise the individual Employer or his Representative of his presence on the project and shall not stop or interfere with the work.

**Section 2.** If access to the job site is denied, and if the Business Manager so requests in writing, the Employer will furnish to the Business Manager a letter stating: (1) That the Employer does not object to the Business Manager's access to the job site; (2) that the Employer has requested that the Business Manager be permitted entrance, but that (3) access has been denied by the Owner, identifying the name of the Owner's representative who has denied access to the job site.

## **ARTICLE XXVI - GENERAL PROVISIONS**

**Section 1.** This Agreement covers the entire understanding between the Parties hereto. No oral or written rule, regulation or understanding not incorporated herein will be of any force or effect upon any Party hereto.

**Section 2.** The Union will maintain an office or a convenient type of communication for the purpose of conversing with the Parties to this Agreement on any question arising out of the Agreement and/or any question not covered by the Agreement with which the Parties hereto may be confronted.

**Section 3.** The Employer shall at all times provide sanitary drinking water and containers and toilet facilities, same to be stationed conveniently to all Employees.

**Section 4.** Any Employer who signs this Agreement to perform work covered by this Agreement has the option of signing any other Agreement negotiated by any Local Union or the State of Indiana District Council of Laborers and any other Employer or Employer Group covering any and all work of the construction industry covered by the Laborers and pay the applicable wages, fringes and other conditions therein.

**Section 5.** There shall be no limitations on the use of machinery, tools or labor saving devices.

**Section 6.** When the Employer is a sole proprietorship, the proprietor shall be permitted to work on his own job.

**Section 7.** The Union shall notify ICI-LRD of all Employers who become signatory to this Agreement and the ICI-LRD will notify the Union of any new members of the

Division, who have given the Division its bargaining rights and of any withdrawal by Division members.

## **ARTICLE XXVII - SUB-CONTRACTOR**

The Employer shall not contract any work covered by this Agreement to be done at the site of construction, including alterations, repairs or any new construction, to any person, firm or company that does not have an existing labor agreement with the Union, covering work within the scope of this Agreement, or that will not sign this Agreement with the Union.

## **ARTICLE XXVIII - TUNNEL WORK**

Wage Rates and working conditions for tunnel Employees working under compressed air shall be those set forth in the National Tunnel Agreement, Midwest Region, between the Laborers International Union AFL-CIO, and the Underground Contractors Association of Chicago and Vicinity, Midwest Division.

## **ARTICLE XXIX - SAVINGS CLAUSE**

Any provision contained herein that is contrary to or held to be in violation of the Labor Management Relations Act of 1947, or of any other law now in force or hereafter enacted, or hereafter becoming effective shall be void and of no force or effect, and this Agreement shall be construed as if said void provision herein were not a part thereof, it being intended, however, that the other provisions of this contract shall not be affected thereby. It is further agreed that should compliance with any law or amendment thereof, or any order or regulation issued thereunder, now or hereafter in force or effect, prohibit the carrying out of any of the provisions of this Agreement, then to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended, effective on the effective date of such law, order, or regulation. Such amendment to this contract shall remain in effect only so long as said law, amendment, order or regulation continues in force, or until the expiration of this Agreement, whichever event shall first occur.

## **ARTICLE XXX - WAGES AND FRINGES**

**Section 1.** Fringe Benefits. All Locals, all Zones covered by this Agreement.

<u>Effective</u>	<u>H &amp; W</u>	<u>Pension</u>	<u>Training</u>	<u>ILDCTF</u>	<u>ICIAF</u>	<u>SAT</u>
4/1/2022 – 3/31/2023	\$7.25	\$8.75	\$0.45	\$0.77	\$0.13	\$0.04
4/1/2023 – 3/31/2024	\$7.50	\$9.00	\$0.45	\$0.77	\$0.13	\$0.04
4/1/2024 – 3/31/2025	\$1.60 will be allocated at a later date				\$0.13	\$0.04
4/1/2025 – 3/31/2026	\$1.60 will be allocated at a later date				\$0.13	\$0.04
4/1/2026 – 3/31/2027	\$1.50 will be allocated at a later date				\$0.13	\$0.04



## **Section 2. Wages**

A. Basic wage rates for highway workers shall be as follows:

<b><u>Effective</u></b>	<b><u>All Locals covered by this Agreement</u></b>
4/1/2022 – 3/31/2023	\$27.40
4/1/2023 – 3/31/2024	\$28.50
4/1/2024 – 3/31/2025	\$1.60 will be allocated at a later date
4/1/2025 – 3/31/2026	\$1.60 will be allocated at a later date
4/1/2026 – 3/31/2027	\$1.50 will be allocated at a later date

B. Basic wage rates for utilities shall be as follows:

<b><u>Effective</u></b>	
4/1/2022 – 3/31/2023	\$27.90
4/1/2023 – 3/31/2024	\$29.00
4/1/2024 – 3/31/2025	\$1.60 will be allocated at a later date
4/1/2025 – 3/31/2026	\$1.60 will be allocated at a later date
4/1/2026 – 3/31/2027	\$1.50 will be allocated at a later date

**The Union and the Employer agree that all Journeymen will be required to complete a minimum of 10 hours of skills upgrade training every year.**

**Effective January 1, 2023, all Laborers will be required to carry a card with a QR code listing the training received from the Indiana Laborers Training Institute.**

**CATEGORY I** shall include the following and be paid the basic rate.

Construction Laborer  
Carpenter Tender  
Dingos  
Fence Erector  
Flagman  
Guard Rail Erector  
Continuous Steel Rod or Mat Installer  
Wire Mesh Layer  
Joint Man (Mortar, Mastic, and all other types)  
Lighting Installer (Permanent or Temporary)

Lineman for Automatic Grade Maker on Paving Machine  
Mortar Man  
Multi-Plate Erector  
Remote-controlled Walk Behind Trench Rollers  
Rip-Rap Installer (All products and materials)  
Road Marking and Delineation Laborer  
Rodman and Chainman  
Setting and Placing of all Precast Concrete Products  
Sign Installation, including supporting structure  
Spraying, Rolling, Brushing of all Surface Sealers, Epoxies, Masonry Coatings,  
Curing Compounds, Cure and Seal products and other like materials on  
all surfaces, along with the surface preparation required  
Survey Crew Man  
Sod Layer  
Air Tool, Power Tool, and Power Equipment Operator  
Asphalt Lute Man  
Asphalt Raker Man  
Batch Truck Dumper  
Bridge Hand Rail Erector  
Handler (Bulk or Bag Cement)  
Chain Saw Man  
Concrete Conveyor Assembly Man  
Concrete Puddler  
Concrete Rubber  
Concrete Saw Operator  
Eye Level  
Hand Blade Operator  
Hydro Seeder Man  
Motor Driven Georgia Buggy Operator  
Power Driven Compactor or Tamper Operator  
Power Saw Operator  
Pumpcrete Assembly Man  
Rebar Installer  
Sand Blaster Man  
Sealer Applicator for asphalt, toxic  
Setting and Placing Prestressed or Precast Concrete Structural Members  
Side Rail Setter for Sidewalks, Side Ditches, Radii, and Pavements  
Spreader Box Tender (Manual or Power Driven)  
Straw Blower Man  
Subsurface Drain and Culvert Pipe Layer  
Horizontal Boring and Jacking Man  
Jackman and Sheetman  
Winch and Windlass Operator  
Conduit Installer  
Water Pumps

Placement of Pavers  
Uncertified Cutting Torch Burner  
Uncertified Welders (Electric or Oxy-Acetylene)

**CATEGORY II** shall include the following and shall be paid fifty cents (\$0.50) per hour above the basic rate:

Laser Beam Aligner  
Manhole Erector  
Water Line Installer – Temporary or Permanent  
TV'ing and Associated Grouting of Utility Lines  
Multi-Gang Drill  
Grade Checker  
Laborer Instrument Man  
Pipe Grade Man

**CATEGORY III** shall include the following and shall be paid one dollar (\$1.00) per hour above the basic rate:

Transverse and Longitudinal Hand Bull Float Man  
Concrete Saw Joint Control Cutting  
Core Drill Operator (excluding testing)  
Air Track and Wagon Drillman  
Concrete Barrier Rail Form Setter  
Dynamite and Powder Man  
Laborer Leadman  
Manual operation of jack hammer, chipping hammer, rock drill  
Mason Tenders (Tending Bricklayers)  
Certified Cutting Torch Burner  
AWS Certified Welders (Electric or Oxy-Acetylene)

**CATEGORY IV** shall include the following and shall be paid one dollar and fifty cents (\$1.50) per hour above the basic rate:

Sewer Pipe Layer/Stormwater Pipe Layer  
Screed Man or Screw Man on Asphalt Paver  
Concrete Finisher/Form Setter  
Paving Transverse and Longitudinal Hand Bull Float Man

**CATEGORY V** shall include the following and shall be paid two dollars (\$2.00) per hour above the basic rate:

General Laborer Leadman

**CATEGORY VI – Combination Man/Laborer Teamster**

\$1.50 over tandem axle truck rate in Teamster Agreement

**CATEGORY VII** – shall include the following classifications in Caisson and Tunnel Work in free air:

Bottom Man – Concrete Man	Basic Rate + .50
Concrete Headman	Basic Rate + .65
Miner or Header Man	Basic Rate + 1.00
Mucker and Tunnel Laborer	Basic Rate + .50

**CATEGORY VIII** shall include Watchman whose wage rates will be 75% of base rate. Fringe benefits will be paid on actual hours worked.

**CATEGORY IX - Railroad Work and Wage Rates**

Shall include railroad work on public right-of-way or railroad work incidental thereto will be the highway wage rates contained herein.

New Railroad Work or Maintenance Work performed on an Industrial Project shall not be covered by this Agreement.

**ARTICLE XXXI - MEMORANDUM OF UNDERSTANDING - MARKET RECOVERY AGREEMENT**

THIS AGREEMENT is made and entered into by and between LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, STATE OF INDIANA DISTRICT COUNCIL FOR AND ON BEHALF OF ITS AFFILIATED LOCAL UNIONS AND ICI-LRD for the purpose of making the contractors signatory to this Agreement more competitive in a market that is now beyond the realm of possibility and to create added jobs for the unemployed members of Laborers' International Union of North America, State of Indiana District Council for and on behalf of its affiliated Local Unions.

It is agreed the wage rates for work being performed and defined in Article XXX "Wages" of the Collective Bargaining Agreement titled "Heavy and Highway" and hereinafter referred to as "Master Agreement" negotiated by and between Laborers' International Union of North America, State of Indiana District Council for and on behalf of its affiliated Local Unions and ICI-LRD shall be eighty (80%) per cent of the basic wage rate plus one hundred percent (100%) fringe benefit package as defined in the Master Agreement.

This memorandum agreement covers all heavy/highway projects with a bid price less than \$500,000.00. On heavy/highway projects of more than \$500,000.00 which are mutually agreed to by both the Union and the contractor and upon notice of the contractors intention, such heavy/highway projects will be within the scope and intent of this memorandum agreement.

Provided that if a Market Recovery Agreement is reached between ICI-LRD and any other craft performing work on said project then the percentage rate paid to the Laborers covered by this memorandum shall be not less than that paid to any other craft. The Union may cancel this Agreement as to a particular contractor if in its sole judgment the Union believes the said contractor has violated or abused this Agreement. Provided further, should difference of opinion arise pertaining to work covered by this Memorandum Agreement, the difference of opinion shall be settled in accordance with Article XX "Grievance Procedure" of the Master Agreement. All other terms and conditions of the Master Agreement shall apply.

This Agreement shall not apply to projects already in progress nor to projects having been bid prior to the signing of same.

It is agreed this Agreement shall be subject to review on or before March 1 of each year by a Committee appointed by the Laborers' International Union of North America, State of Indiana District Council for and on behalf of its affiliated Local Unions and ICI-LRD for the purpose of determining the value and effectiveness of said Agreement. If it is determined by either Party this Agreement has not been effective in making the signatory contractors more competitive in this Market Place and produced more employment for the members of Laborers' International Union of North America, then this Agreement may be revised for the purpose of making it more effective or it may be cancelled March 1 of each year. If proven effective, then these conditions shall be extended from year to year subject to Committee review and recommendation on or before March 1 of each succeeding year. It is also suggested this Committee meet each four (4) months of this Agreement for discussion and evaluation.

## **ARTICLE XXXII - BONDING**

**Section 1.** Every Employer who employs members of the Union and agrees to be covered or maintain the provisions of this Agreement may be required by the Union to give a surety bond payable to the Laborers Benefit Funds to insure the payment of fringe benefit obligations accruing under this Agreement. The Employer shall furnish a surety bond as prescribed below within fourteen (14) days after notice from the Laborers' Fringe Benefit Funds that such is required. The amount of the surety bond shall be as follows:

1 through 10 men . . . . .	\$20,000.00
at 15 men . . . . .	\$30,000.00
at 20 men . . . . .	\$40,000.00
at 25 men . . . . .	\$50,000.00
at 30 men . . . . .	\$60,000.00

**Section 2.** The Fringe Benefit Funds may require an Employer to give and provide the surety bond provided for herein if at any time: (1) the Employer has been late fifteen (15) days or more in the payment of any of its monetary obligations under this Agreement; or

(2) the Employer has been late in the payment of any such obligation two (2) consecutive times during the immediately preceding twelve (12) months; or (3) the Employer has not worked within the Union's geographical jurisdiction under this Agreement during any of the immediately preceding twelve (12) months.

If after giving and providing such surety bond the Employer is not late in the payment of its monetary obligations during the next following twelve (12) months, the Employer shall be released from the requirement to provide a surety bond unless the conditions specified in the first sentence of this Section recur.

**Section 3.** When a surety bond is demanded, the Employer will obtain such in the required amount, from a company acceptable to the Fringe Benefit Funds, and the benefit funds specified in this Agreement shall be the sole beneficiaries of the bond. The bond will be given to the Fringe Benefit Funds where it will be kept.

**Section 4.** Should an Employer fail or refuse to provide the required surety bond, when such is demanded by the Union, or should an Employer fail to keep a bond in effect at all times said Employer is required to have one, the Union shall have the right to strike and/or picket, after notice, and use all other legal and/or economic means to cause the Employer to comply with this Article.

#### **ARTICLE XXXIII - NO STRIKE CLAUSE**

During the term of this Agreement, there shall be no lockouts by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any Employee. Failure of the Union or Employees to cross any picket line at the Employer's project site is a violation of this Article.

The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No Employee shall engage in activity which violates this Article. Any Employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, subject to the grievance procedure.

The Union and its principal officers will immediately instruct, order and use its best efforts to cause its members to cease any violation of this Article.

If the Union initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer may pursue all legal and administrative remedies and any damages available thereto related to the Union's violation of this Article.

This Article does not apply with regards to collection of delinquent fringe benefits.

## ARTICLE XXXIV - APPRENTICES

**Section 1.** New Applicants for employment with a signatory contractor who have fewer than 4,000 hours of experience as a Construction Craft Laborer (or alternatively, cannot demonstrate equivalent skills by achieving a satisfactory score in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC), shall, whenever practical, enter and be allowed to enter the Apprenticeship program on a non-discriminatory basis in accordance with the terms of 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 Journeyworker 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.

**Section 2.** The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated herein by reference and made a part of this Agreement.

**Section 3.** The Apprentice wage rates:

	Hours of Credit	Wage Rate
1 <sup>st</sup> period	0-1000 hours	75% of journeyworker rate
2 <sup>nd</sup> period	1001-2000 hours	85% of journeyworker rate
3 <sup>rd</sup> period	2001-3000 hours	90% of journeyworker rate
4 <sup>th</sup> period	3001-4000 hours	95% of journeyworker rate

**Section 4.** The requirements for 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, pursuant to requirements specified in the Apprenticeship Program which shall have the authority to grant accelerated credit where warranted by the performance of an individual Apprentice.

**Section 5.** Except as provided in Section 9, the Employer shall participate in the Apprenticeship Program by considering Apprentices for employment upon referral by the Union. The Employer shall have the sole right to reject, at any time, any Apprentice referred to it, or working for it. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journeyworkers commencing with the sixth Laborer needed by the Employer. This ratio shall be measured on a company wide basis, and does not require an Employer to have a sixth Laborer, if only five are needed, as determined by the Employer.

**Section 6.** The Employer may not employ an Apprentice until at least one (1) Journeyworker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journeyworkers.

**Section 7.** An Apprentice should, whenever practical, 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, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the Apprentice from job to job. Upon request the Employer will inform the JATC and Local Union of an Apprentice's job reassignments on a project.

**Section 8.** An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

**Section 9.** Notwithstanding the provisions of Section 5, the Employer may call the Union for an individual by name, provided he or she is not then employed by another Employer. If available, the Union shall refer that individual.

**Section 10.** The Union agrees to hold harmless and to indemnify any Employer in any claim arising out of the Union's referral rules/practices or the Union's or JATC's administration of the Apprenticeship Program.

## **ARTICLE XXXV - SUBSTANCE ABUSE TESTING**

**Section 1.** Recognizing that project owners, government regulations, and other external pressures often necessitate substance abuse testing, the Parties mutually agree to implement the substance abuse program ("SAT Program") and perform substance abuse testing in accordance with the SAT Program attached hereto as Exhibit A. This ICISAT Substance Abuse Testing Program may be amended with mutual agreement.

**Section 2.** Each Employer party to this collective bargaining agreement agrees to pay the SAT Program \$.04/hour (4 cents per hour) for each hour worked by each Employee working under this Agreement. The contributions to the SAT Program will be deposited each month, or at such other regular intervals as may be determined by the ICI-LRD ("Association") to the depository designated by the Association. and such contributions shall be reported on such forms as may be designated by the Association.

**Section 3.** Each Employer party to this collective bargaining agreement agrees that a representative designated by the Association shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event a lawsuit is commenced to collect any delinquencies, and a delinquency is determined due then the Employer agrees to be responsible for, and to pay, all expenses and costs of collecting such delinquency including attorney's fees incurred by the Association in pursuit and collection of such delinquency.



**Section 4.** It is expressly agreed and understood that no Employee, Employer, or Union has any vested or proprietary interest in or right to any monies constituting a part of such Substance Abuse Testing Program.

**Section 5.** The costs of the tests associated with this program will be paid from the contributions identified in Section 2 in accordance with the terms of the SAT Program.

## EXHIBIT A

### SUBSTANCE ABUSE TESTING PROGRAM

**I. POLICY STATEMENT.** All signatory Employers to this Agreement and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its Employees covered by this Agreement.

#### **II. DEFINITIONS.**

- a. Accident - Any event resulting in injury to a person or property to which an Employee contributed as a direct or indirect cause.
- b. Accredited Laboratory - A laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for testing of Prohibitive Items & Substances.
- c. Adulteration - To degrade a test sample by substitution or addition of other ingredients in an effort to mask the presence of unauthorized drugs. An adulterated test shall be considered a positive test.
- d. Annual- Employees are to be tested at least every 12 months. The Indiana Constructors, Inc. Substance Abuse Testing (ICISAT) Program will identify and notify employees when their annual test is due. When an employee exceeds twelve (12) months without a test of any kind (pre-employment, random, etc.) their ICISAT card status will be changed to "expired". Those employees identified by the ICISAT Program as not being tested in the previous 12 months will be instructed to report to an ICISAT approved collection site and provide a urine sample within a time period of three (3) days. The employees card status will be changed back to "valid" if they provide a sample within 3 days, that sample is suitable for testing and the ICISAT test results of their urine sample are negative. Annual test cost will be paid for by the ICISAT Program, provided ICISAT authorized the test and the test was taken at an ICISAT approved clinic. If the

employee is laid-off at the time the annual testing is required and the employee was authorized by the ICISAT to take the test and the employee's test results are negative, the ICISAT Program will pay the laid-off employee twenty-five dollars (\$25) for travel time to the ICISAT designated clinic. It is understood that such testing will occur on the laid-off employee's time.

- e. Diluted Sample - Urine samples which the laboratory reports as unacceptable with regards to measured levels of creatinine or specific gravity will be considered diluted samples. The Employee shall be required to provide another urine sample for testing.
- f. Employees - All individuals who are covered by this Agreement, provided that individuals referred for employment by the Union under the hiring provisions of the Agreement are considered "Applicants" until they are hired and put to work by the Employer.
- g. 10-panel Test - Describes a laboratory test conducted by a SAMHSA certified laboratory for the presence of one or more of the ten drugs or classes of drugs described under the definition of "Prohibited Items and/or Substances" and listed in Section IV.1.b. of the Indiana Constructors, Inc. Substance Abuse Testing Program (ICI SAT Program). A 10-panel Test may include more or less than 10-panels based on technology available to the SAMHSA; provided however, the drugs or classes of drugs detected will comply with the ICI SAT Program.
- h. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- i. "Medical Review Officer (MRO)" - The MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate positive substance abuse test results together with the individual's medical history and any other relevant biomedical information. The MRO is the individual responsible for receiving laboratory results.
- j. Not Suitable for Testing - A urine sample that the Medical Review Officer (MRO) determines as not meeting the requirements for a valid test. After consultation with the Employee, a retest may be required.
- k. Pre-employment test- Participating contractors may require prospective employees to take a test, per paragraph t., to determine if an applicant qualifies per this program for employment.

- l. Premises - All construction job sites for which the Employer has responsibility. This includes all job areas, offices, facilities, land, buildings, structures, and all company vehicles used in the performance of covered work.
- m. Probable Cause - Probable cause shall be defined as observable abnormal or erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- n. Prohibited Items and/or Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, drug paraphernalia in the personal possession of or being used by an Employee on the premises. Also prohibited is alcoholic beverages being consumed by an Employee on the premises.
- o. Random Test - An unannounced test pursuant to an objective method for selection. Random test cost will be paid for by the ICI SAT Program.
- p. Rehabilitation Program - An Employer approved confidential counseling service, designed to help Employees resolve problems that involve alcohol or drug abuse, staffed by certified and credentialed human services professionals.
- q. Reinstatement - Refers to the requirements that a person who tested positive for prohibited items and/or substances under the ICI SAT Program must satisfy before he is eligible to return to work.
- r. Retest - A second separate test necessitated by an adulterated or intentionally diluted sample or a test considered not suitable for testing. A retest that is considered as an adulterated or a diluted sample (whether diluted intentionally or unintentionally), or as a test not suitable for testing shall be considered a positive test. Costs of retesting necessitated by an unintentionally diluted and/or a test considered not suitable for testing will be paid for by the ICI SAT Program. Costs of retesting an adulterated or intentionally diluted sample will be paid for by the individual.
- s. Substance Abuse Professional (SAP) - A SAP is a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of disorders relating to alcohol and drug abuse.

- t. Test - Is defined as the collection of an individual's urine specimen and the subsequent 10- panel analysis of that specimen, with the testing cutoffs established in accordance with applicable federal standards or workplace industry standards when applicable federal standards are not in place. For alcohol, a test is defined as the collection and analysis of an individual's breath specimen in accordance with testing cutoffs established in accordance with applicable federal standards; most often a specimen analyzed by a breathalyzer listed on the US DOT's Conforming Products List. Specimen collection procedures will be designed to respect employee privacy, while protecting the accuracy and integrity of the specimen provided by each employee. Current collection and testing procedures generally follow those established for federally-mandated DOT testing.

### **III. CONFIDENTIALITY.**

- a. All parties to this program should encourage any Employee with a substance abuse problem to accept assistance in dealing with the problem. All parties will take the necessary actions to assure the problem is handled in a confidential manner.
- b. When a test is required, the specimen will be identified by a code number associated with a Chain of Custody Form to insure confidentiality of the Employee. The Employee must witness this procedure.
- c. Results will be reported to the Employer and the Union by the MRO.

### **IV. RULES - DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES**

1. RULES - All Employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
  - a. Use, possess, dispense or receive prohibited substances on or at the job site, or during working hours.
  - b. Report to work with above the measurable amount of the following prohibited substances in their system.

Initial test analyte	Initial test cutoff	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	15 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL	100 ng/mL
Codeine/Morphine	2000 ng/mL	2000 ng/mL
Hydrocodone & Hydromorphone	300 ng/mL	100 ng/mL
Oxycodone & Oxymorphone	100 ng/mL	100 ng/mL
6-Acetylmorphine	10 ng/mL	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Amphetamines	500 ng/mL	250 ng/mL
Methamphetamine	500 ng/mL	250 ng/mL
MDMA (Ecstasy)	500 ng/mL	250 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	300 ng/mL
Methadone	300 ng/mL	300 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Ethanol (Alcohol)	.04% w/vol	.04% w/vol

New drugs may be added as they are determined to be illegal or considered to be prohibited items and/or substances by mutual agreement.

2. **Discipline** - When the Employer has probable cause to believe an Employee is under the influence of a prohibited substance, for reason of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay subject to the test results.

If the test results prove negative, the Employee shall be returned to work with back pay.

In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who refuse to cooperate with testing procedures will be subject to immediate termination. If an individual does not provide a suitable specimen within two hours (2 hours), it will be considered a refusal and treated as a positive test result and the individual will be subject to immediate termination.

- c. Employees found to be in the possession of prohibited items and/or substances will be terminated.
- d. Employees found selling or distributing prohibited items and/or substances will be terminated.
- e. Employees who test above the measured amount of prohibited items and/or substances as provided for in IV.1.b while on duty, or while operating a company vehicle, will be subject to termination.
- f. **First Positive Test Result:** The provisions below apply to an Employee who is tested pursuant to this policy and who receives a positive test result:
  - 1) Consequence for First Positive Test Result: The Employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
  - 2) Reinstatement: Employee is not eligible for work until he has taken, at his own expense, a 10-panel test, at an approved clinic and the results of this test have been analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b. and the ICI SAT Program, Union and Employer have received the certified negative test results.
  - 3) Sporadic Testing of Reinstated Employees: A reinstated Employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
- g. **Second Positive Test Result:** The provisions below apply to an Employee who has previously tested positive, and tests positive a second time pursuant to such random testing, sporadic testing or any other testing under this policy:
  - 1) Consequence for Second Positive Test Result: The Employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
  - 2) Reinstatement: Employee is not eligible for work until he has, at his own

expense, been evaluated by an accredited SAP, successfully completed an SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT Program, Union and Employer have received the results of a 10-panel test, a copy of the letter written by the SAP and a copy of the rehabilitation program successful completion letter, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.

- 3) Sporadic Testing of Reinstated Employees: A reinstated Employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.

h. **Third and Additional Positive Test Results:** The provisions below apply to an Employee, who tests positive three or more times pursuant to such random testing, sporadic testing or any other testing under this policy:

- 1) Consequence for Third and Additional Positive Test Results: The Employee is subject to immediate termination upon notice to the Employer by the MRO, of the positive test result and he will not be eligible for reinstatement for a period of six (6) months from date of the positive test.
- 2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed a SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT program, the Union and Employer have received the results of a 10-panel test, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
- 3) Sporadic Testing: A reinstated Employee, who has previously tested positive three (3) or more times, is subject to unscheduled sporadic testing for two (2) years from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.

3. **Prescription Drugs-Employees** using a prescribed medication which may

impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all Employees, the Employer will consult with the Employee to determine if a reassignment of duties is necessary. If a reassignment is not possible, the Employee will be relieved of duties until released as fit for duty by the prescribing physician, at which time the Employee shall be reinstated to his former employment status if work for which he is qualified is available at that time.

If the Employee is tested and the test is positive, and the Employee has not previously informed the Employer of the use of prescription drugs, the Employee may be suspended for two weeks and is subject to unscheduled sporadic testing for six months.

4. Grievance - All aspects of this program shall be subject to the grievance procedure spelled out in the Collective Bargaining Agreement.

## **V. DRUG/ALCOHOL TESTING.**

The parties to this program agree that under certain circumstances the Employer will find that it is necessary for testing to be conducted for prohibited items and/or substances pursuant to the following procedures.

- a. A pre-employment drug and alcohol test may be administered to all Applicants. The Applicant will be placed on the payroll and put to work pending receipt of the drug and alcohol test. Such employment shall be probationary in the sense that continued employment of the individual shall be contingent upon successful passage of the drug and alcohol test.
- b. All Employees shall be subject to random testing.
- c. A test may be administered in the event there is probable cause to believe that the Employee has reported to work under the influence of a prohibited item and/or substance, or is or has been under the influence of a prohibited item and/or substance while on the job; or the Employee has violated this drug program. During the process of establishing probable cause for testing, the Employee has the right to request his on-site steward to be present, if available.
- d. Testing may be required if an Employee is involved in a work place accident/incident or injury.



- e. Test results from all ICISAT testing will be entered into the ICISAT database. The employee's annual test date will be automatically updated with negative test result entries.
- f. Employees may also be tested on a voluntary basis.
- g. Sporadic testing as provided for in IV.2. may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a two (2) year period. Each Applicant or Employee to be tested will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Applicant or Employee refuses to sign a consent form authorizing the test, ongoing employment by the Employer will be terminated.

The Employee shall be paid for the time lost for the following tests to be conducted only if the test results are negative, Random, Post Accident, Incident, and Probable Cause.

The Employer will permit the Employee who is required to take a drug test to obtain a "split sample," and the Employee may request the laboratory to send the "split sample" to an accredited laboratory of his choosing, at his own expense, as described in IV.2. The test result of the split sample must be released to the Employer within a maximum of five (5) working days. If the split sample test result is negative, the Employee may be returned to work on the same job site providing work for which he is qualified is still available. Any Employee who successfully challenges the accuracy of a positive test result shall be reimbursed for his cost for the second testing and any time loss from work up to a maximum of five (5) work days. If the split sample tests positive, then the Employee shall be subject to immediate termination.

Drug and alcohol testing will be conducted by an accredited laboratory, and may consist of either blood or urine tests, or both, as required. Blood tests (for drugs and alcohol) will be utilized for post accident investigation only if a urine or breathalyzer test cannot be administered.

## **VI. IDENTIFICATION CARD.**

- a. An ICI SAT identification card will be issued to each person who tests negative in a valid test. The card will contain the Applicant's name, photo and a unique ICI SAT database identification number. The ICI SAT card will be valid until the Employee tests positive. The Employee shall carry their valid ICI SAT card whenever they are on a job. Failure to produce the ICI SAT card on request by the Employer or their agent may cause the Employee to be suspended until the card is presented or until it is verified by the testing agency that the Employee's last test

was negative. Replacement of a lost or damaged ICI SAT card shall be at the Employee's expense.

- b. New hires, with an ICI SAT identification card. If an Applicant has a valid Employee ICI SAT card they will present the card for photocopying to the prospective Employer when they present themselves for employment. The Employer shall have the right to further validate the ICI SAT card by contacting the agency responsible for insuring the Employee's ICI SAT card is presently valid.
- c. New hires, employment shall be probationary and continued employment shall be contingent upon successful passage of the drug and alcohol test.
- d. When tested for any reason, the Employee may be asked to provide their ICI SAT card to the testing agent.

## **VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he may have a substance abuse problem, the Employer may assist in locating a suitable SAP and rehabilitation program for treatment. The Employer will inform the Employee that medical benefits may be available under the Health and Welfare Program. For Benefit information, within Indiana, call 1-800-962-3158.

If treatment necessitates time away from work, the Employer may provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program may be reinstated to his former employment status, if work for which he is qualified is available at that time. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this program.

**VIII. COST** - Except as previously noted the costs of the tests associated with the program will be paid for by the Employer. The cost of a rehabilitation program and consultation with a SAP will be the responsibility of the Employee.

## **IX. SUBSTANCE ABUSE TESTING PROGRAM**

- a. Each Employer agrees to pay to the Indiana Constructors, Inc. Substance Abuse

Testing Program ("ICI SAT") four (\$.04) cents for each hour worked by each Employee working under this Agreement. Each Employer who participates in the ICI SAT Program is strongly encouraged to contribute to the Indiana Constructors Industry Advancement Fund (ICIAF).

- b. The contribution to the ICI SAT Program shall be deposited each month, or at regular intervals as may be determined by the ICI-LRD to the depository designated by the ICI-LRD and such contributions shall be reported on such forms as may be designated by the ICI-LRD.
- c. The activities shall be determined by the ICI-LRD and shall be financed from the payments provided for herein. The Employer expressly ratifies and adopts the ICI SAT policy. By execution of this Agreement, the Employer ratifies all actions taken by the ICI-LRD within the scope of its authority.

This Substance Abuse Testing Program has been ratified, signed and sealed as of \_\_\_\_ by the ICI-LRD and Local Unions of Laborers' International Union of North America, State of Indiana District Council.

SUBSTANCE ABUSE TESTING PROGRAM AUTHORIZATION FOR CONSENT  
TO DRUG AND ALCOHOL ANALYSIS  
AND  
AUTHORIZATION FOR RELEASE OF RESULTS

I, the undersigned\_\_\_\_, do hereby authorize the testing of my body fluids and/or breath for employment reasons and understand and agree that the results of any such testing will be turned over to the Employer and the Union, further that the testing procedures will be limited to tests for prohibited and illegal drugs and controlled substances and alcohol.

I understand that the results of these tests may be used for employment and disciplinary reasons and hereby authorize the release of such information from the laboratories to the designated Employer and Union representatives.

I further certify that any urine specimen collected from me is mine and not adulterated or altered in any manner.

I have been advised that matters affecting me relative to the interpretation or application of the Drug Policy are subject exclusively to the grievance and arbitration procedure under my Collective Bargaining Agreement.

\_\_\_\_\_  
Signature of Prospective Employee / Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## **LETTER OF UNDERSTANDING**

LETTER OF UNDERSTANDING FOR THE AGREEMENT by and between ICI-LRD and the Local Unions of Laborers' International Union of North America State of Indiana District Council concerning the Substance Abuse Testing Program.

In regard to the Substance Abuse Testing Program, it is understood between the parties that under this program, the following guidelines will be followed when a person tests positive:

### **First Positive Test**

Results in immediate termination.

#### **For Reinstatement:**

- Provide a negative 10-panel test result as interpreted by an MRO.
- Sporadic testing for one (1) year following reinstatement.

### **Second Positive Test**

Results in immediate termination.

#### **For Reinstatement:**

- Be evaluated by an SAP.
- Complete an SAP-recommended rehabilitation program.
- Secure written release from the SAP to return to work.
- Provide a negative 10-panel test result as interpreted by an MRO.
- Sporadic testing for one (1) year following reinstatement.

### **Third and Additional Positive Test**

Results in immediate termination; not eligible for reinstatement for six (6) months.

#### **For Reinstatement:**

- Be evaluated by an SAP.
- Complete an SAP-recommended rehabilitation program.
- Secure written release from the SAP to return to work.
- Provide a negative 10-panel test result as interpreted by an MRO.
- Sporadic testing for two (2) years following reinstatement.

FURTHER it is understood that any costs associated with the SAP, MRO, Rehabilitation Program, and testing required to be reinstated, are the Employee's responsibility.

## **ARTICLE XXXVI - EFFECTIVE DATE**

### **A. Termination or Modification of Agreement**

THIS AGREEMENT shall be in full force and effect from April 1, 2022 when ratified by a majority of the Parties of the First Part and the duly authorized representative of the Party of the Second Part, State of Indiana District Council and continue for the period next ensuing, expiring as of March 31, 2027. In case either Party to this Agreement wishes to change the Agreement, at least sixty (60) days written notice shall be given to the other Party prior to the expiration date. In case no such notice is given by either Party, the Agreement shall continue in effect from year to year until such notice is given at least sixty (60) days prior to the anniversary date.

### **B. Limited Davis Bacon and Indiana State Prevailing Wage Law Reopener**

This agreement may be re-opened to negotiate adjustments in economics, if and when Federal Davis Bacon Law or the Indiana State Prevailing Wage Law is repealed or modified to the extent that it would be a detriment to signatory contractors in being competitive on Highway, Bridge, Utility and Railroad projects. It is agreed that prior to re-opening the agreement either Party may request, in writing, a joint meeting between the "Employers" and the "Union". This meeting shall take place within seven (7) days. After seven (7) days if no agreement has been agreed upon, then anytime thereafter a five (5) day advanced written notice may be given of desire to re-open the contract by either party. The parties shall have sixty (60) days from that date of the notice to re-open the agreement, due to the repeal or modification of the Federal Davis Bacon Law or Indiana State Prevailing Wage law, to reach an agreement. If at the end of the sixty (60) day period no agreement has been agreed upon the contract shall expire on the next anniversary date. Each party shall have reserved to itself its' full economic and legal options, including but not limited to strike or lockout.

THIS AGREEMENT has been ratified, signed and sealed as of March 31, 2022 by the following:

PARTY OF THE FIRST PART,

INDIANA CONSTRUCTORS, INC. -  
LABOR RELATIONS DIVISION (ICI-LRD)



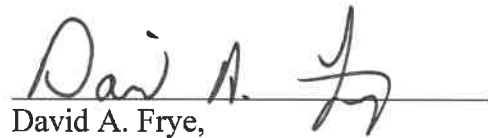
Steven R. Crider, Chairman



Richard Hedgecock, President

PARTY OF THE SECOND PART,

LOCAL UNIONS OF 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, & #1112



David A. Frye,  
Secretary-Treasurer & Bus Manager

## **PARTY OF THE FIRST PART – “EMPLOYERS”**

1. American Contracting & Services, Inc.
2. Anlaan Corporation
3. Bowen Engineering Corporation
4. Brooks Construction Co., Inc.
5. Calumet Civil Contractors, Inc.
6. Crackers Demo, LLC
7. Crider & Crider, Inc.
8. C-Tech Corporation
9. E & B Paving, Inc.
10. Feutz Contractors, Inc.
11. Fox Contractors Corp.
12. Gaunt & Son Asphalt, Inc.
13. Gradex, Inc.
14. Grand River Construction, Inc.
15. Grimmer Construction, Inc.
16. Harmon Construction, Inc.
17. HIS Constructors, Inc.
18. Hi-Way Paving, Inc.
19. Insituform Technologies USA, Inc.
20. J. H. Rudolph & Co., Inc.
21. James H. Drew Corporation
22. JBI Construction, Inc.
23. Kokosing Industrial, Inc.
24. LaPorte Construction Co., Inc.
25. Lutgring Bros., Inc.
26. Mid-America Milling Co., Inc. (MAMCO)
27. Midwest Mole, Inc.
28. Milestone Contractors, L.P.
29. Milestone Contractors North
30. Milestone Contractors South
31. Miller Bros. Const., Inc.
32. Pemberton Davis Electric, Inc.
33. Phend & Brown, Inc.
34. Poindexter Excavating, Inc.
35. Pontem Contractors, Inc.
36. R. L. McCoy, Inc.
37. Rieth-Riley Construction Co., Inc.
38. Slusser's Green Thumb, Inc.
39. Specialties Company, LLC
40. Superior Construction Co., Inc.
41. S T Construction, Inc.
42. Tatman Sims & Pedigo Corp
43. The Great Lakes Construction Co.
44. The Hoosier Company, Inc.
45. Walsh Construction Company
46. Walsh Construction Company II, LLC
47. WB Koester Construction, LLC



## **DIRECTORY - LABORERS' INTERNATIONAL UNION OF NORTH AMERICA OFFICES**

Laborers' International Union of North America  
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Armand E. Sabitoni, General Secretary-Treasurer

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John Penn, Vice President & Midwest Regional Manager

Laborers' International Union of North America  
State of Indiana

Robert Norrington, International Representative  
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## **DIRECTORY - LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

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State of Indiana District Council  
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David A. Frye, Secretary Treasurer & Business Manager  
Brian C. Short, Field Representative & Organizer

LOCAL UNION 120  
INDIANAPOLIS

Geographical Jurisdiction of Marion and Shelby Counties, Indiana.

J. Ward Daniels, Business Manager & Secretary-Treasurer  
Chris Brickey, Field Representative & President  
Jesse Suarez, Field Representative & Vice-President  
Kendrick Coleman, Field Representative & Recording Secretary  
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LOCAL UNION 204  
TERRE HAUTE

Geographical Jurisdiction of Clay, Fountain, Greene, Hendricks, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo and Warren Counties, Indiana.

Jerry “Joe” Bolk, Business Manager & Secretary-Treasurer  
Trent Short, Field Representative  
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## LOCAL UNION 213

### FORT WAYNE

Geographical Jurisdiction of Adams, Allen, DeKalb, Huntington, Noble, Steuben, Wabash, Wells and Whitley Counties, Indiana.

Chris L Guerrero, Business Manager & Secretary-Treasurer  
Steve East, President/Field Representative & Apprentice Coordinator  
Arvondale Jefferson, Field Representative  
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## LOCAL UNION 274

### LAFAYETTE

Geographical Jurisdiction of Benton, Boone, Carroll, Cass, Clinton, Montgomery, Pulaski, Tippecanoe and White Counties and covering Kokomo Indiana, Fulton, Howard, Miami and Tipton Counties, Indiana.

Jim Terry, Secretary-Treasurer & Business Manager  
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Kevin Mitchell, Field Representative & President  
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Kokomo Branch Phone (765) 457-4453  
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## LOCAL UNION 561

### EVANSVILLE

Geographical Jurisdiction covering Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh and Warrick Counties, Indiana; and Crittenden, Henderson, Union and Webster Counties in Kentucky.

Andrew Angel, Business Manager & President  
Lee Russell, Secretary-Treasurer & Field Representative  
Jim Neisen, Recording Secretary & Field Representative  
Daniel Feith, Vice-President & Field Representative  
Chris McCormick, Field Representative  
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## LOCAL UNION 645

### SOUTH BEND

Geographical Jurisdiction of Elkhart, Kosciusko, LaGrange, Marshall and St. Joseph Counties, Indiana.

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LOCAL UNION 741

BLOOMINGTON

Geographical Jurisdiction of Bartholomew, Brown, Dearborn, Decatur, Franklin, Jackson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Ohio, Orange and Ripley Counties, Indiana.

Albert "Ray" Hobbs, Business Manager & Secretary Treasurer  
Terry Pittman, President & Field Representative  
Mike Hardy, Vice-President & Field Representative  
Lonnie Whitaker, Executive Board Member & Field Representative  
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LOCAL UNION 795

NEW ALBANY

Geographical Jurisdiction of Clark, Crawford, Floyd, Harrison, Jefferson, Perry, Scott, Switzerland and Washington Counties, Indiana.

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LOCAL UNION 1112

MUNCIE

Geographical Jurisdiction of Blackford, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Jay, Madison, Randolph, Rush, Union and Wayne Counties, Indiana.

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Shawn Beaty, President & Field Representative

Demetrius Jones, Vice President, Field Representative & Apprentice Coordinator

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# DIRECTORY OF LOCALS BY COUNTIES

COUNTY	LOCAL	COUNTY	LOCAL
Adams	213	Jefferson	795
Allen	213	Jennings	741
Bartholomew	741	Johnson	741
Benton	274	Knox	561
Blackford	1112	Kosciusko	645
Boone	274	LaGrange	645
Brown	741	Lake-West Half	41
Carroll	274	Lake-East Half	81
Cass	274	LaPorte	81
Clark	795	Lawrence	741
Clay	204	Madison	1112
Clinton	274	Marion	120
Crawford	795	Marshall	645
Crittenden, KY	561	Martin	741
Daviess	561	Miami	274
Dearborn	741	Monroe	741
Decatur	741	Montgomery	274
DeKalb	213	Morgan	741
Delaware	1112	Newton	41
Dubois	561	Noble	213
Elkhart	645	Ohio	741
Fayette	1112	Orange	741
Floyd	795	Owen	204
Fountain	204	Parke	204
Franklin	741	Perry	795
Fulton	274	Pike	561
Gibson	561	Porter	81
Grant	1112	Posey	561
Greene	204	Pulaski	274
Hamilton	1112	Putnam	204
Hancock	1112	Randolph	1112
Harrison	795	Ripley	741
Henderson, KY	561	Rush	1112
Hendricks	204	St Joseph	645
Henry	1112	Scott	795
Howard	274	Shelby	120
Huntington	213	Spencer	561
Jackson	741	Starke	81
Jasper	41	Steuben	213
Jay	1112	Sullivan	204

# **DIRECTORY OF LOCALS BY COUNTIES**

COUNTY	LOCAL	COUNTY	LOCAL
Switzerland	795	Warren	204
Tippecanoe	274	Warrick	561
Tipton	274	Washington	795
Union	1112	Wayne	1112
Union, KY	561	Webster, KY	561
Vanderburgh	561	Wells	213
Vermillion	204	White	274
Vigo	204	Whitley	213
Wabash	213		