

THE INDUSTRIAL AND BUILDING GENERAL
COLLECTIVE BARGAINING AGREEMENT
NEGOTIATED BY AND BETWEEN
THE NWI CONTRACTORS ASSOCIATION INCORPORATED
AND THE
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
STATE OF INDIANA
DISTRICT COUNCIL
FOR AND ON BEHALF OF
LIUNA LOCAL UNIONS #41 AND #81

EFFECTIVE

March 7, 2012
thru
May 31, 2017

I N D E X

ARTICLE		PAGE
	Agreement	1
I	Coverage.....	2
II	Foremen.....	8
III	Bargaining Agent.....	9
IV	Union Security.....	9
V	Working Dues Check-Off.....	10
VI	Equal Employment Opportunity.....	11
VII	Selection of Labor-Employment Regulations	11
VIII	Welfare Trust Fund.....	12
IX	Construction Workers Pension Trust Fund LIUNA Locals #41 & #81	13
X	Training Trust Fund.....	13
XI	Voluntary Laborers Political League (LPL) Check-Off.....	14
XII	Notification....	14
XIII	Pre-Job Conference	14
XIV	Working Hours and Overtime	15
XV	Shift Work	19
XVI	Steward.....	19
XVII	Non-Violation	20
XVIII	Pay-Day	21
XIX	Safety.....	21
XX	Worker’s Compensation.....	22
XXI	Elimination of Restrictions.....	22
XXII	Sub-Contractor	22
XXIII	Management Rights.....	23
XXIV	Uniformity	23
XXV	Grievance Procedure	24
XXVI	Most Favorable Terms.....	25
XXVII	General Provisions.....	26
XXVIII	Industry Fund.	27
XXIX	Schedule of Fringe Benefit Contributions.....	27
XXX	Hourly Wage Rates.....	28
XXXI	General Savings Clause.....	35
XXXII	Bonding	35
XXXIII	Health Care....	36
XXXIV	BCRC/Drug Testing	36
XXXV	Notification of Termination Form (Code of Performance) ...	38
XXXVI	Effective Date	38
	Addendum - Notification of Termination Form.....	40
	DIRECTORY – LIUNA Offices	41
	DIRECTORY – State of Indiana District Council & Affiliated Local Unions.....	42
	DIRECTORY Of Locals by Counties	48

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THE NWI CONTRACTORS ASSOCIATION INCORPORATED
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LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
STATE OF INDIANA DISTRICT COUNCIL
FOR AND IN BEHALF OF
LIUNA LOCALS #41 AND #81

March 7, 2012– May 31, 2017

THIS AGREEMENT is made and entered into this 7th day of March, 2012, by and between the NWI Contractors Association Incorporated (hereinafter referred to collectively as the “Association”) acting as negotiating agent for and on behalf of certain firms, Party of the First Part. Employers signatory hereto are referred to herein for the purpose of clarity as the “Employer”, and Laborers’ International Union of North America, State of Indiana District Council, acting for and on behalf of LIUNA Locals #41 and #81 (hereinafter “Union”), Party of the Second Part.

It is agreed and understood that the NWI Contractors Association Incorporated are not responsible in any manner whatsoever for the administration, implementation and/or performance of this Agreement and that in no event shall it 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 Employers signatory hereto.

It is further agreed that the liability of the Employers shall be several and not joint and the liability of the Local Unions affiliated with the Laborers’ International Union of North America, State of Indiana District Council, shall be several and not joint. No purely vicarious liability shall result to any such Employer or upon the Local Union for wrongful acts of another such Employer or of another such Local Union.

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 of its affiliated Local Unions shall not be responsible for violation of this Agreement by the Local Union affiliated with the Laborers’ International Union of North America, State of Indiana District Council, unless action by said Local in violation of the 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 the violation. Provided, however, that nothing contained herein shall be construed as relieving the Local Union of the

Laborers' International Union of North America, State of Indiana District Council of their full responsibility.

ARTICLE I

COVERAGE

Section 1. Work covered:

(a) This Agreement shall cover 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 1 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, and as amended from time to time as mutually agreed upon by both parties.

(b) The jurisdiction of work referred to in the wage classification and elsewhere in this Contract is the jurisdiction of work claimed by the Union and nothing contained herein shall make it mandatory for the Employer to accept the claims of jurisdiction as being binding upon him. The Employer does not waive any of his rights by permitting the inclusion of the jurisdiction of work in this Contract.

(c) The Parties to this Agreement are subject to and agree to submit any unresolved jurisdictional dispute to International Representatives of all disputing trades and, if a satisfactory or mutual understanding cannot be reached at that time, it will be submitted to whatever Federal Governmental Agency, having the responsibility for the resolution of such dispute. Any interpretation or decision by said Agency shall immediately be accepted and complied with by all Parties bound by this Agreement. The Employer and the Union agree that there will be no work stoppage during the period pending a jurisdictional decision by the above mentioned Federal Agency.

(d) This Agreement shall have effect on and cover Construction Laborers working for Employers on the herein mentioned classes of work in the territory covered by this Agreement. This Agreement includes industrial projects and/or government defense projects. This Agreement excludes Heavy and Highway and Utility construction and Gas Line Distribution Systems on public right-of-ways. Laborers jurisdiction of work was originally assigned under charter by the AFL-CIO, traditional performance of work as established over a period of years by many letters of assignment from Employers who are agreeable that Laborers possess the skill and ability to perform such work by award from the National Labor Relations Board and by mergers and amalgamation, it is agreed and understood that Laborers are tenders of all Trades involved in the Construction Industry and the following is the work of the Laborers:

1. Digging of all ditches for any purpose, the excavation of all piers, foundations, holes and trenches; the lagging, sheeting, cribbing, bracing and propping of all foundations; all work in connection with caissons, cofferdams, including all excavation, drilling, jackhammering, blasting, shooting, scaling.

2. The loading, unloading, handling and distribution of all materials, fixtures, furnishings and appliances from point of delivery to point of installation by any means, hand, machinery, or power rigging.

3. The cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures and that of all debris in building and total construction area; the general clean-up, such as sweeping, cleaning, wash-down and wiping of construction facilities and furnishings; the loading and removal of all debris, including crates, boxes and waste material; washing of wall interior and exterior; partitions, ceilings, blackboards, windows, bathrooms, kitchens, laboratories, and all fixtures and furnishings therein; the mopping, washing, waxing and polishing and/or dusting of all floors or areas.

4. The tending of all temporary heat when done by any process; the drying of plaster, concrete, mortar or other aggregate when done by salamander heat or any other drying process.

5. The tending of cement masons, brick masons, plasterers, carpenters and other Building Construction Crafts. Tending shall consist of the preparation of all materials and the handling and conveying of materials to the point of erection or installation to be used by mechanics or other Crafts, whether such preparation is by hand or any other process, including power rigging and incidentals thereto. After the material has been prepared or unloaded, tending shall consist of the supplying and conveying of said material and other materials, whether done by hand, shovel, bucket, hod, wheelbarrow or buggy, or other motorized unit used for such purpose.

The tending of Carpenters shall consist of the conveying of all materials from point of unloading to the point of installation or erection by any mode or method; the cleaning of all materials, such as pulling of nails, the cleaning and oiling of all forms; the driving of all stakes for bracing of forms, tending the saw man by off bearing the materials, supplying material to the saw and the stacking of the finished product and then transferring said materials to the point of installation on the project.

6. Scaffold erection, the total erection, building and installation, planking, bolting, lining, leveling, bracing and the total dismantling of same; the building, planking, installation and removal of all staging, swinging and hanging scaffolds,

Hydromobile scaffold, Morgan, scaffolding, including maintenance thereof for all lathers, plasterers, brick layers, masons and other Construction Trade Crafts; the preparation for foundations or mud sills for all scaffolding, as well as maintenance shall be done by Laborers.

7. Pouring, laying and weather protection (weather protection is defined as handling and fastening or securing concrete blankets, visqueen, burlap or any other equipment for weather protection) of concrete and related work: Concrete, bituminous concrete or aggregates for walls, footings, foundations, floors or for any other construction; mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process; wrecking, stripping, dismantling and handling concrete forms and false work; building of centers for fireproofing purposes, firestop installation and other fireproofing materials; operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electrical power; when concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket; the placing of concrete or aggregates, whether poured, pumped, gunnited or placed by any other process; the assembly, uncoupling of all connections and parts of, or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections; all vibrating, grinding, spreading, flowing, puddling, leveling and strike-off concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls, or sections; all mixing, handling, conveying, placing and spreading of grout for any purpose, green cutting of concrete or aggregate in any form by hand, mechanical means, grindstones or air or water.

The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

The loading, unloading, carrying, distributing and handling of all rods, mesh and materials for use in re-inforcing concrete construction; the hoisting of rods, mesh and other materials, except when a derrick or outrigger operated by other than hand power is used.

All work on interior concrete columns, foundations for engine and machinery beds.

The stripping of forms, other than panel forms, which are to be re-used in their original form and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

8. The grinding of all concrete surfaces by any mode or method.
9. The snapping of all wall ties and removal of tie rods; the handling, placing and operation of the nozzle, hoses and pots or hoppers or sandblasting or other abrasive cleaning; the jacking of slip forms and all semi and unskilled work connected therewith.
10. The wrecking or dismantling of buildings and all structures; breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary; burning or otherwise cutting all steel structural beams; the breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap; all hooking on, unhooking and signaling when materials for salvage or scrap are removed by crane or derrick; all loading and unloading of materials carried away from the site of wrecking; all work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials; all clean-up, removal of debris, burning, back-filling and landscaping of the site of wrecked structure.
11. The underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structures by manual or hydraulic jacks or other methods; all work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement; re-setting of structure in new location to include all site clearing, excavation for foundation and concrete work; clean-up and back-filling, landscaping old and new site.
12. The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, checkers, grade markers, etc.
13. Signal men on all construction work defined herein, including traffic control signalmen at construction sites.
14. All Labor work, including skilled and semi-skilled, in connection with the installation, sheeting, trenching, manhole erectors and the digging and back-filling of all ditches, cutting of streets and surfaces and the refinishing of same for sewers, air lines, water lines and conduit lines in free air, tunnel or compressed air projects.
15. The laying of all clay, terra-cotta, ironstone, vitrified concrete, metallic and/or non-metallic pipe, cast iron, fiberglass, orange burg, transite, plastic, etc., or any other type pipe for sanitary and/or storm sewers, forced main sewers, sub-surface

drainage projects, filter beds, water lines and conduit lines in streets, roadways, right-of-way easements, building areas, etc., to the building line.

16. All the unloading and distribution of all pipe and materials used in the performance of work as set forth above.

17. All the service connections of pipe from main sewers or water lines to the building line.

18. The laying of pipe and making of all connections and/or joints on any and all types of pipe for water, sewer and/or any other uses, including laser alignment.

19. The cutting of streets and right-of-ways for laying of pipes, cables and/or conduits for all purposes; digging of trenches and manholes, etc.; handling and conveying of all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith; clearing and site preparation as defined herein; cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools; digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains and all pipe, including the placing, setting and removal of skids, cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes, handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc.; back-filling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping; unloading, handling, distribution, the assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; laying of lateral sewer pipe from main sewer to building; laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe; cutting of holes in walls, footings, piers and/or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes; digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces; installation of septic tanks, cesspools and drain fields; all work in connection with shafts, tunnels, subways and sewers; construction of sewers, shafts, tunnels, subways and caissons.

20. The setting of all man-holes such as pre-cast poured in place block, brick, setting of all cast iron catch basins and manholes and all work in connection thereto.

21. In compressed air, all work underground or in compression chambers, including tending of the outer air lock; all work in compressed air construction, including but not limited to, groutmen, trackmen, blasters, shield drivers, miners,

brakemen, miners' helpers, lock tenders, mulching machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement operators, power knife operators, erector operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chuck-tenders and cable tenders, vibratormen, jet gunmen, gunnite nozzlelemen, gunmen, reboundmen and all other work connected therewith.

22. Railroad Track Work: Right-of-way clearing, excavation, grading and sub-grading, ballasting and compacting of right-of-way; loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation; all burning or otherwise cutting of track; setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means, placing and tamping of ballast by hand or mechanical means; construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts.

23. Asbestos Removal/Lead Base Paint and Hazardous Waste Removal: All work in regards to the dismantling, wrecking, clean-up, dilution process, loading, transporting, operation of monitoring equipment, etc.

24. Fire Prevention and Control: Shall include but not be limited to the watching for and prevention of fires (with a fire hose or fire extinguisher or other means) when there is welding, burning, grinding, etc., being performed in an area where combustible materials are present. Upon request of the Contractor, these Employees shall have completed the Laborers Training Course in Fire Prevention and Control.

25. Sinking of wellpoints, installation of dewatering header systems.

26. Bobcats and Skidsteer Loaders, including those machines equipped with small jackhammers (special breakers) may be assigned Laborers for the following work:

- (a) building demolition work (inside the structure).
- (b) minor excavation such as curb tear out and replacement.

Section 2. Jurisdictional Disputes:

a) The Employer agrees to respect the jurisdiction of the Union and shall not make a written or a permanent assignment of work to other Trades without first affording Parties to the disputed work an opportunity to present evidence substantiating their claims. The Employer does not waive any of his rights by permitting the inclusion of jurisdiction of

work in this Contract. Furthermore, no Business Manager has the authority to enter into a written agreement with another Trade in regards to work jurisdiction.

b) It is agreed that there shall not be any work stoppages over jurisdictional disputes with any Craft or Crafts employed on any project. Should jurisdictional disputes or differences arise with other Parties which endanger the continuous progress of a project which cannot be settled at the local level, the Employer shall make a written work assignment in accordance with Area practice related to the specific project only and work shall continue in accordance with the assignment by the Employer until representatives of the International Union of all disputing Trades meet and bring about, or cause to bring about, a satisfactory or mutual understanding with the Employer.

c) It is agreed and understood that the Union will make every effort to inform its membership that there is a legally established neutral entrance or gate on a construction site that is being picketed illegally and where work is being performed under the conditions of this Agreement. The above does in no way waive any of the Employee's rights granted him under the Constitution of the United States and/or Federal Government.

ARTICLE II

FOREMEN

Section 1. All Labor Foremen and Hod Carrier Foremen are included in the bargaining unit. The Foreman shall be selected by the Employer and take directions from same.

Section 2. When five (5) or more Laborers, or five (5) or more Hod Carriers are employed on any one project, a Foreman will be employed. Said Foreman may perform manual labor but he shall receive the Foreman rate as stipulated herein.

Section 3. When there are three (3) or more Foremen on a project, one (1) shall be assigned as General Foreman.

Section 4. In no case shall a Foreman have the authority to hire or discharge Employees. All hiring and discharging will be done either by the Superintendent of the Party of the First Part, or by the Party of the First Part.

Section 5. At no time shall one Foreman have more than fifteen (15) Laborers or Hod Carriers under his leadership. The principal duties of a Labor Foreman with fifteen (15) Employees is to supervise and direct the work force.

ARTICLE III

BARGAINING AGENT

Section 1. The NWI Contractors Association Incorporated recognizes the Laborers' International Union of North America, State of Indiana District Council, as the sole and exclusive multi-union Collective Bargaining Representative for all Employees in the Unit, consisting of Construction Laborers, who are employed by the Employer on all work and classifications set forth in this Agreement.

Section 2. The State of Indiana District Council and its affiliated Local Unions #41 and #81 likewise recognizes the NWI Contractors Association Incorporated as the sole and exclusive Collective Bargaining Representative for all Employers for all work set forth in Article I for the area outlined 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 purpose of collective bargaining. The State of Indiana District Council likewise recognizes (as listed in Article III) as the sole bargaining agents for work as defined herein and recognizes (as listed in Article III) as negotiating agents for its members for all work set forth in Article I for the areas 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, shall 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 (8th) day following the beginning of their employment, or, on the eighth (8th) 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.

Section 3. The Union shall notify the Employer, by certified mail, directed to the home 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: 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 twenty-four (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.

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 the 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 10th 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 but 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. As used in this document, the terms “he”, “his”, or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

Section 2. The Employer will not discriminate in hiring of Employees and will conform to laws with respect to hiring.

Section 3. It is a condition of this Agreement, agreed to by both the Union and the Employer, to provide equal opportunity in employment for all qualified persons and to prohibit unlawful discrimination in employment because of race, religion, age, sex, disabilities, veteran status, color or national origin. There shall be full compliance with all applicable Federal and State statutes, regulations, rules and orders of appropriate Federal or State agencies having jurisdiction over the subject matter of discrimination in employment.

Section 4. The Union and the Employer shall fully comply with all the requirements contained in Executive Orders and will comply with all rulings promulgated by the Committee on Equal Opportunity established thereunder. The Union agrees to furnish the Employer at his request any statement or data required by any Executive Order.

ARTICLE VII

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.

Section 2. Documentation and Verification – The Employer and the Union will work cooperatively to assure that both Parties comply with their legal responsibilities under the Immigration and Reform and Control Act of 1986. In so doing, the Union will request from each Employee before referring them to an Employer, documentation which establishes citizenship or other legal status to work in the United States. These documents shall be any of the documents which are allowed under the regulations promulgated under IRCA. This section may be amended mutually when regulations are finalized on these requirements.

Section 3. The Union will send no Employee to the Employer who they know does not comply with the Residency Requirements of the Immigration and Reform Act.

ARTICLE VIII

WELFARE TRUST FUND

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Indiana Laborers Welfare Fund the amount in cents per hour as shown in Article XXIX. 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.

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.

ARTICLE IX

CONSTRUCTION WORKERS PENSION TRUST FUND LIUNA LOCALS #41 & #81

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Construction Workers Pension Trust Fund the amount in cents per hour as shown in Article XXIX. 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 Pension Trust Fund.

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated June 1, 1960, establishing the Construction Workers Pension Trust 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 X

TRAINING TRUST FUND

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Indiana Laborers Training Trust Fund the amount in cents per hour as shown in Article XXIX. 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 Training Trust Fund.

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated April 1, 1968, establishing the Indiana Laborers Training Trust Fund and Participating Employers and by any amendments to said Trust Agreement.

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

ARTICLE XI

VOLUNTARY LABORERS POLITICAL LEAGUE (LPL) CHECK-OFF

Section 1. The Employer may deduct and transmit to the Laborers Local #41 Political Fund and/or Laborers Local #81 Political Fund \$.05 for each hour worked from the wages of those Employees who have voluntarily authorized Laborers Political League (LPL) contributions or the amount normally deducted in each applicable Local Union or District Council Agreement. The Employer shall retain two percent (2%) of the proceeds of the LPL check-off to cover its reasonable administrative expenses in administering the check-off. Transmittals shall occur monthly, and shall be accompanied by an indication on the benefit reporting form of those Employees for whom such deductions have been made, and the amount deducted for each such Employee.

Section 2. The Laborers International Union of North America Locals #41 and #81 agree to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Laborers Political League.

ARTICLE XII

NOTIFICATION

Section 1. The Employer or his authorized representative shall contact the Local Union of the Party of the Second Part for all hires covered by this Agreement before placing them on the Employer's payroll. If the Employer wishes to request a Union Member by name, the Union shall refer such individual provided such individual is current with the dues and is in compliance with the Local Union.

In the event an Employer signatory hereto violates this Article, the Union shall have the right to file a grievance.

ARTICLE XIII

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 either Party shall be sent by certified mail. If either Party refuses to honor the request for a pre-job conference within five (5) working days from receipt of requested pre-job conference or does not

abide by a previously agreed and signed pre-job conference or in the event a pre-job is not mutually agreed to and signed by both Parties upon request, 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 XIV

WORKING HOURS AND OVERTIME

Section 1. Work Week/Work Day:

(a) The regular work week shall be a forty (40) hour week, Monday a.m. through Friday p.m. The project starting time shall be established in the pre-job conference (Article XIII). 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. If any other craft of the contractor is receiving time and one half wages on the make-up day, the Employees covered by this Agreement shall also be paid at time and one half.

(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 eight (8) 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. If any other craft of the contractor is receiving time and one half wages on the make-up day, the Employees covered by this Agreement shall also be paid at time and one half.

(g) If a Laborer has not worked a minimum of the last regular work day during the week, he cannot work a make-up day at the regular rate of pay.

(h) Employees must be informed prior to the conclusion of the last regular work day during the week that the make-up day will be in whole or in part at the regular rate of pay (depending on how much inclement weather was experienced).

(i) Working a make-up day will be strictly on a voluntary basis. Employees refusing to work on make-up days will not be penalized.

(j) It shall be a violation of this Agreement to terminate an Employee for refusal to work a make-up day.

Section 2. Mason Tenders – It is agreed and understood that Mason Tenders who start work before the established project starting time will be paid one and one-half (1 ½) times the regular rate of pay for those early hours.

Section 3. Sundays and Holidays:

a) Work performed on Sundays and Holidays will be paid at double (2x) the regular rate of pay. Holidays recognized by this Agreement are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. (No

work shall be performed on Labor Day except to save life or property). On a jobsite where another craft employed by the same contractor has the day after Thanksgiving, the Laborers will be granted the same Holiday.

Section 4. Reporting to Work:

OPTION 1. Five (5) eight (8) hour days:

(a) The Employer will not be obligated to pay any Laborer appearing for work if failure to go to work is due to inclement weather, Acts of God, vandalism, or a work stoppage by another craft. Otherwise, two (2) hours of pay at the regular rate will be allowed for two (2) hours time for reporting to work, provided the Laborer remains at the jobsite to perform whatever work may be assigned to him.

(b) If an Employee actually starts to work, he shall receive four (4) hours pay, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(c) If an Employee works for longer than four (4) hours, he shall be paid for eight (8) hours, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

OPTION 2. Four (4) ten (10) hour days:

(a) The Employer will not be obligated to pay any Laborer appearing for work if failure to go to work is due to inclement weather, Acts of God, vandalism, or a work stoppage by another craft. Otherwise, two (2) hours of pay at the regular rate will be allowed for two (2) hours time for reporting to work, provided the Laborer remains at the jobsite to perform whatever work may be assigned to him.

(b) If an Employee actually starts to work, he shall receive five (5) hours pay, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(c) If an Employee works for longer than five (5) hours, he shall be paid for ten (10) hours, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(d) On overtime work, under Option 1 or Option 2, if an Employee reports to work, he shall receive two (2) hours pay at the regular rate of pay, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(e) On overtime work, under Option 1 or Option 2, if an Employee starts to work, he shall receive four (4) hours of premium pay or the actual hours worked times the premium rate of pay (whichever is greater) except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(f) It is understood that, consistent with this Section, the Employee will not be docked for time lost due to breakdowns of machinery or while waiting for materials.

Section 5. Clothing and Equipment – The Employer will furnish special wearing apparel such as rain hats, coats and boots to protect the Employee when working in inclement weather or adverse conditions. The Employer will also furnish safety equipment such as safety hats, safety goggles, respirators and protective masks and slip-over boots for all Employees working in concrete. The Employer will furnish safety or steel toe footwear and metatarsal footwear when required as PPE by the owner to the Employee. It is agreed and understood that the Employer will be permitted to charge any Employee for such wearing apparel and safety equipment should the Employee fail to return any item issued to him. Any Employee required to work in hazardous environments will be provided all equipment that is required, including gloves.

Section 6. Lunch:

a) A lunch period of thirty (30) minutes will be established between the three and one-half (3 ½) and the four and one-half (4 ½) hour of the regular work day. The Employer will provide a suitable and sanitary place to eat.

b) When an Employee is required to take his lunch period after the four and one-half (4 ½) hour, said Employee will be paid at one and one-half (1 ½) times the regular rate of pay for the thirty (30) minute lunch period and shall be allowed a fifteen (15) minute lunch period at his regular rate of pay.

c) After ten (10) hours of work, the Employees will be granted a twenty (20) minute paid lunch period. When Employees are required to work through this second lunch period, they will be paid an additional twenty (20) minutes at the applicable overtime rate of pay. This second lunch period will be taken consistent with the other trades, when feasible.

d) A paid fifteen (15) minute break shall be allowed for all Employees covered by this Agreement between the 2nd and 3rd hour of the regular work day, unless the Employees are pouring concrete or work being performed to save life or property.

ARTICLE XV

SHIFT WORK

Section 1. The Employer may elect to work not in excess of three (3) shifts. No work shall be considered shift work under this Article unless two (2) or more shifts are worked for a period of three (3) consecutive days, except when the period required is broken by 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. When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits. The third shift shall work seven (7) hours and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits.

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 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 seven and one-half (7 ½) hours. Fringes shall be paid on all hours worked.

Section 5. 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 seven (7) hours. Fringes shall be paid on all hours worked.

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

STEWARD

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. In the event an Employer is performing work on a project covered by this Agreement without the employment of any Local #41 or Local #81 members, the Union shall have the right to appoint a steward from the respective Local Union to be employed. This is not to be

interpreted that Local #41 or #81 is only entitled to one member on the project. All Stewards will have Union training, or will be afforded the opportunity to receive the Stewards training during non-work hours, provided they are willing to be trained. 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 VII, 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 2nd or 3rd 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 XVII

NON-VIOLATION

Section 1. It shall not be a violation of this Agreement, if an Employee or Employees cease work because of:

- (a) Dispute arising out of the failure of the individual Employer to meet the payroll for Employees covered by this Agreement.
- (b) Dispute because a payroll check is dishonored.

- (c) Non-payment of contributions set forth under Article VIII, Article IX and Article X, covering the Trust Funds under the respective Articles mentioned herein and Article V covering Working Dues deductions and as in the manner and accordance as prescribed herein, provided the Employer is sixty (60) days delinquent.
- (d) Failure of an individual Employer to comply with the terms and provisions of Article XIII of this Agreement, covering Pre-Job Conferences.

ARTICLE XVIII

PAY-DAY

Section 1. The Employer shall pay Employees weekly and the payment shall be in full for the payroll period and shall be in cash or by check. If payment is not received on the regular scheduled payday by the Employer or Employees there will be a 4 hour per day penalty for every workday the Employer or Employees have to wait for their pay that was due on that regular scheduled pay day. In the event Employees covered by this Agreement are laid off permanently or discharged, they shall be paid immediately. It is strictly understood and agreed that, should any Employee discharged or laid off permanently be required to report the next morning to collect his pay he shall receive four (4) hours show up pay for reporting for his pay for each subsequent morning on which he returns until paid. Employees who quit voluntarily shall be paid at the next regular pay day. However, when Employees are laid off or discharged between the hours of 6:00 p.m. Friday through 8:00 a.m. on Monday because of unscheduled or emergency requirements, the Employer will be paid by 11:00 a.m. Monday, unless special arrangements are made with the Employer. This will in no way supercede the Employer's requirement to pay the regular scheduled payday or lay-off as outlined above.

Section 2. Each weekly pay shall be accompanied by a statement listing the name of the Employee and Employer, the date, the number of hours worked, both straight and overtime, the monies deducted and for what purpose said deductions were made.

ARTICLE XIX

SAFETY

Section 1. The Employer agrees to provide safe working conditions and practices as set forth in current Safety Standards for the Construction Industry.

Section 2. It is agreed that all Employees covered by this Agreement shall fully comply with all safety directives issued by the Employer and shall properly utilize all safety equipment provided by the Employer when so directed. Failure to comply with these provisions may be cause for discharge. Furthermore, it is agreed and understood that the Employee shall retain the right to refuse to work under conditions considered to be hazardous or unsafe.

ARTICLE XX

WORKER'S COMPENSATION

Section 1. The Employer agrees to ensure 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 XXI

ELIMINATION OF RESTRICTIONS

Section 1. No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools, or other labor-saving devices, except that no shovel larger than a No. 2 shall be used other than on snow and light weight materials.

ARTICLE XXII

SUB-CONTRACTOR

Section 1. The Employer shall not contract any work covered by this Agreement to be done at the site of construction, alterations, repairs or any new construction to any person, firm or company that does not have an existing labor agreement or will not sign an agreement with the Union covering such work within the scope of this Agreement.

Section 2. This Agreement shall also apply to any work covered by this Agreement that is performed by a joint venture in which the Employer has an ownership interest and the Employer agrees on behalf of any such joint venture in which the Employer has an ownership interest that the joint venture will comply with the requirements of this Article.

ARTICLE XXIII

MANAGEMENT RIGHTS

Section 1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE XXIV

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 Association in any respect more favorable than a term of this Agreement, then said term shall be a part of this Agreement as of the effective date of the more favorable provision, unless the Association elects otherwise. The Laborers International Union of North America, State of Indiana District Council shall notify the Association, by certified mail, return receipt requested, 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, and shall provide the Association 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 the Association, by certified mail, return receipt requested, 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 XXV

GRIEVANCE PROCEDURE

1. There shall be no cessation of work, as long as this Article and Decision are complied with. With regard to any EMPLOYER, the ASSOCIATION shall be the sole interpreter of this AGREEMENT and the EMPLOYER shall be bound by the ASSOCIATION'S interpretation thereof in all instances.

2. There shall be a standing Grievance Committee, three (3) of whom shall be members of the ASSOCIATION and three (3) selected by the UNION. Both the ASSOCIATION and the UNION shall designate not less than three (3) and not more than five (5) alternates to serve in the event it is necessary. The Chairman shall come from the ASSOCIATION and the Secretary from the UNION.

3. On the fourth (4th) Wednesday of each month, any outstanding grievances will be heard by the committee. If there are no unsettled grievances, there will be no meeting of the committee. By mutual consent, the meeting of the committee can be postponed to any date.

4. In the event of any difference of controversy as to the interpretation or application of this AGREEMENT arising between any EMPLOYER and an Employee in the Bargaining Unit, the difference or controversy shall be taken up at once by the representatives of both the UNION and the EMPLOYER who shall endeavor to make a satisfactory settlement.

5. If the difference or controversy cannot be settled between the UNION and the EMPLOYER, then the difference or controversy shall be reduced to writing. Such written grievance shall state the facts of the situation in detail and will be sent to the grieved party by certified mail within fifteen (15) days of the alleged difference or controversy.

6. If the grieved party receives the certified mail grievance dated not less than ten (10) days prior to the fourth (4th) Wednesday of the month, such grievance will be heard on the (4th) Wednesday of the current month. If ten (10) days does not exist between receipt of the grievance and the fourth (4th) Wednesday, then the grievance shall be heard on the fourth (4th) Wednesday of the following month.

7. The committee shall hear evidence as presented by both the grievor and the grievee and endeavor to arrive at a decision based solely on the evidence presented which shall be consistent with the terms and provisions of this AGREEMENT. It shall

be sufficient for a majority of the persons deliberating to arrive at a decision. Any decision reached shall be final, binding and conclusive on all parties concerned. The decision shall be rendered within five (5) days of the hearing. Both parties will be notified by certified mail.

8. In the event of a deadlock, the grievance shall be referred to an impartial arbitrator. The parties shall agree upon the name of such individual. In the event they cannot, they shall jointly request the American Arbitration Association to submit a list of five (5) recognized arbitrators. By the alternate striking of names, the name of an arbitrator shall be arrived at. Such arbitrator shall make a determination which shall be final, binding and conclusive on all concerned. The cost of the impartial arbitrator shall be borne equally by both the Grievor and the Grievee.

9. Time limits contained herein may be extended by mutual written consent of the ASSOCIATIONS and the UNION.

10. In the event a grieved Employer does not comply with the Arbitration Award issued by the Grievance Committee or the impartial arbitrator, the Union and/or the Grievance Committee are empowered to file a lawsuit to enforce the Award against that Employer. All costs and other expenses, including reasonable attorney's fees and court costs incurred in enforcing the Award shall be assessed against and paid by the Employer. Further, if the Award includes a monetary remedy, a fine shall automatically be added to the Award if a lawsuit is filed to enforce the Award and the Award is enforced. Such fine shall be equal to 25% of the total amount of money awarded, with a maximum fine of Two Thousand Five Hundred Dollars (\$2500) and a minimum fine of Five Hundred Dollars (\$500). In the event that the Award does not include an award of money against the Employer, then that Award should automatically have added to it a One Thousand Dollar (\$1000) fine if a lawsuit is filed to enforce the Award and the Award is enforced. If an Employer initiates its own lawsuit to set aside an Arbitration Award and is unsuccessful, then, the costs, expenses and fines identified above shall become operative and payable by the Employer to membership on the out of work List of the Local Union filing such dispute.

ARTICLE XXVI

MOST FAVORABLE TERMS

If the Association has entered into (or allowed employers to enter into) another agreement with the Union that applies to work that may also be covered by this agreement, then the employer may select the agreement which applies the most favorable terms to execute the work.

ARTICLE XXVII

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. This Agreement shall apply from and after its effective date as hereinafter provided.

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

Section 4. The Employer shall make reasonable efforts to make provisions for permitting access to the job site by the Business Manager of the Local Union, or his duly appointed Field Representative. If the Business Manager of a Local Union is denied access to a job site for the purpose of transacting business, he shall notify the main office of the Employer to assist him in obtaining admission.

Section 5. When a job is located within a Plant, the Employer shall provide (for regular shifts) adequate means for transporting Employees from the Plant entrance, to the job, provided the operation of the job is one-half (1/2) mile or more from the Plant entrance. Vehicles shall be properly covered during cold or inclement weather. When this condition exists, Employees will go in to work on their time and go out from work on the Employer's time.

Section 6. 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 second half of the shift shall receive the wage rate of the highest Classification for such period.

Section 7. Any Contractor who signs this Agreement to perform work covered by this Agreement has the option of signing any other Agreement negotiated by the State of Indiana District Council of Laborers and any other Employer Group covering any and all work of the Construction Industry covered by the Laborers and pay the applicable wages, fringes and other conditions contained therein.

Section 8. Upon request by the Employer, the Employees' training and/or work record will be made available.

ARTICLE XXVIII

INDUSTRY FUND

Section 1. Each Employer signatory to this Agreement hereby agrees to contribute to the Construction Advancement Foundation of Northwest Indiana (hereinafter "CAF"), the amount in cents per hour as shown in Article XXIX, for each hour worked by the Employees covered by this Agreement, it being understood and agreed that the enforcement, administration, etc., is solely the responsibility of the Employer, through the CAF in accordance with all Federal and State laws and regulations covering such Trust Funds.

Section 2. It is expressly understood and agreed that no Employee, Employer or Union has any vested or proprietary interest in or right to any sum constituting a part of CAF or the funds contributed to CAF.

Section 3. It is expressly understood and agreed that the Board of Directors of the CAF have the authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to the CAF in accord with the provisions of this Article. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the CAF, including attorney fees, court costs and audit expenses, incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the CAF with interest charged at the rate of twelve percent (12%) per annum.

It is expressly understood and agreed that no Employee, Employer or Union shall have any vested or proprietary interest in or right to any sum constituting a part of CAF.

ARTICLE XXIX

SCHEDULE OF FRINGE BENEFIT CONTRIBUTIONS

Section 1. In addition to the hourly wage rates listed hereinafter, Fringe Benefit Contributions to the Health & Welfare Fund, Pension Fund, Training Trust Fund, Industry Fund (CAF) and BCRC for the designated periods shall be as follows:

EFFECTIVE	H-W	PENSION	TRAINING	CAF	BCRC
3-7-2012 to 5-31-2012	5.75	8.15	.50	.12	.08
6-1-2012 to 5-31-2013	6.00	8.15	.50	.12	.08
6-1-2013 to 5-31-2014	6.25	8.65	.50	.12	.08
6-1-2014 to 5-31-2015	6.50	9.15	.55	.12	.08
6-1-2015 to 5-31-2016	6.75	9.65	.55	.12	.08
6-1-2016 to 5-31-2017	7.00	10.15	.55	.12	.08

ARTICLE XXX

HOURLY WAGE RATES

Section 1. For the purpose of clarification and to assist in determining the hourly wage rates applicable to specific Classifications of Work, the following hourly wage rates apply in the given Area. It is understood and agreed that pyramiding of Category Rates and/or Foreman Rates is not the intention of this Agreement and shall not be permitted.

EFFECTIVE	WAGES	H-W	PENSION	TRAINING	CAF	BCRC	TOTAL
3-7-2012 to 5-31-2012	34.28	5.75	8.15	.50	.12	.08	48.88
6-1-2012 to 5-31-2013	35.48	6.00	8.15	.50	.12	.08	50.33
6-1-2013 to 5-31-2014	36.18	6.25	8.65	.50	.12	.08	51.78
6-1-2014 to 5-31-2015	36.88	6.50	9.15	.55	.12	.08	53.28
6-1-2015 to 5-31-2016	37.63	6.75	9.65	.55	.12	.08	54.78
6-1-2016 to 5-31-2017	38.38	7.00	10.15	.55	.12	.08	56.28

CATEGORY I. Is the Basic Hourly Wage Rate and shall include the following:

- Building and Construction Laborers
- Scaffold Builders (other than for Masons or Plasterers)
- Ironworker Tenders
- Mechanic Tenders
- Civil Engineer Tenders and Surveyor Tenders
- Rodmen & Chainmen
- Roofer's Tenders
- Railroad Workers
- Masonry Wall Washers (interior & exterior)
- Cement Finisher Tenders
- Carpenter Tenders
- Tenders of all other Crafts not listed

All Portable Water Pumps
 Waterproofing
 Handling of creosote lumber or like treated material
 (excluding railroad material)
 Asphalt Rakers & Lutemen
 Kettlemen
 Earth Compactors
 Jackmen & Sheetmen working ditches deeper than six (6) feet in
 depth
 Laborers working ditches six (6) feet in depth or deeper
 Assembly of Unicrete Pump
 Tile Layer (sewer or field) & Sewer Pipe Layers (metallic or non-metallic)
 Motor driven wheelbarrows and concrete buggies
 Hyster Operators
 Pump Crete Assemblers
 Skidster Loader with Attachments Operator
 Core Drill Operators
 Cement, Lime or Silica Clay Handlers (bulk or bag)
 Handling of Toxic Materials Damaging to Clothing
 Pneumatic Spikers
 Deck Engine and Winch Operators
 Water Main & Cable Ducking (metallic & non-metallic)
 Screed Man or Screw Operator on Asphalt Paver
 Chain Saw and Demolition Saw Operators
 Concrete Saw
 Concrete Conveyor Assemblers
 Applying of curing compound
 Sinking of wellpoints
 Dewatering header systems
 Fire Stop Installers

CATEGORY II. The following classifications shall be paid an hourly wage of:

Effective	Wage
3-7-2012	35.03
6-1-2012	36.23
6-1-2013	36.93
6-1-2014	37.63
6-1-2015	38.38
6-1-2016	39.13

Plaster Tenders
 Mason Tenders
 Mason Scaffold Builders
 Mason Forklift Operator
 Mortar Mixers
 Welders (acetylene or electric)
 Cutting Torch or Burner
 Plaster Machine Operators
 Guniting Machine Operators
 Cement Nozzle Laborers
 Cement Gun Operators
 Water Blast Machine Operators
 Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators
 and Chipping Hammer Operators
 All Boiler Setters Laborers, including expeditors, bottom men, Refractory
 Laborers, bell men, and Mason Tenders
 Hydromobile Scaffold Operator

CATEGORY III. The following classifications shall be paid an hourly wage of:

Effective	Laborer Foreman	Mason Tender Foreman	General Foreman	Mason Tender General Foreman
3-7-2012 to 5-31-2012	35.08	35.83	35.78	36.53
6-1-2012 to 5-31-2013	36.28	37.03	36.98	37.73
6-1-2013 to 5-31-2014	36.98	37.73	37.68	38.43
6-1-2014 to 5-31-2015	37.68	38.43	38.38	39.13
6-1-2015 to 5-31-2016	38.43	39.18	39.13	39.88
6-1-2016 to 5-31-2017	39.18	39.93	39.88	40.63

CATEGORY IV. The following classifications shall be paid an hourly wage of:

Effective	Wage
3-7-2012	35.28
6-1-2012	36.48
6-1-2013	37.18
6-1-2014	37.88
6-1-2015	38.63
6-1-2016	39.38

Dynamite Men
 Drillers – air track or wagon drilling for explosives
 Laborer Specialist
 Asbestos removal
 Hazardous waste removal
 Lead based paint removal
 Mold Remediation

CATEGORY V. shall include Watchmen and Gatemen (day or night) whose wage rates and fringe benefit hours will be negotiated on an individual basis by and between the Employer and the Local Union involved at the pre-job conference.

CATEGORY VI. Shall cover Caisson and Tunnel Work in compressed & free air and the following classifications shall be paid an hourly wage of:

Effective	Wage
3-7-2012	35.78
6-1-2012	36.98
6-1-2013	37.68
6-1-2014	38.38
6-1-2015	39.13
6-1-2016	39.88

Cage Tenders
 Dump Men
 Flagman, Signalman, Top Laborers
 Rod Men
 Concrete Repairmen
 Lock Tenders (Pressure Side)
 Motor Men
 Muckers
 Grout Machine
 Track Layers
 Air Hoist
 Key Board
 Agitator Car
 Car Pushers
 Concrete Laborers
 Grout Laborers

Lock Tenders (Free Air Side)
 Steel Setters
 Tuggers
 Switchmen
 Mucking Machine
 Laser Beam
 Liner Plate & Ring Setter
 Shield Drivers
 Power Knife
 Welders – Burners
 Pipe Jacking Machine
 Skinners
 Maintenance Technician
 Miner
 Bricklayer Tenders
 Concrete Blowers
 Drillers
 Erectors
 Form Men
 Jackhammermen
 Mining Machine
 Dynamite Men
 Drillers-air track or wagon drilling for explosives

1. The premium over and above wages and classifications for all Employees working in compressed air shall be as follows:

		<u>3-7-12</u>	<u>6-1-12</u>	<u>6-1-13</u>	<u>6-1-14</u>	<u>6-1-15</u>	<u>6-1-16</u>
0-15 Pounds	\$1.00 per hr.	35.28	36.48	37.18	37.88	38.63	39.38
16-20 Pounds	\$1.50 per hr.	35.78	36.98	37.68	38.38	39.13	39.88
21-26 Pounds	\$2.00 per hr.	36.28	37.48	38.18	38.88	39.63	40.38
27-33 Pounds	\$3.00 per hr.	37.28	38.48	39.18	39.88	40.63	41.38
34 Pounds & over	\$4.00 per hr.	38.28	39.48	40.18	40.88	41.63	42.38

2. The scale of wages for Labor Foreman and Sub-Foreman shall be as follows:

		<u>3-7-12</u>	<u>6-1-12</u>	<u>6-1-13</u>	<u>6-1-14</u>	<u>6-1-15</u>	<u>6-1-16</u>
General Foreman	\$1.00 per hr.	36.78	37.98	38.68	39.38	40.13	40.88
Foreman	\$0.50 per hr.	36.28	37.48	38.18	38.88	39.63	40.38

***CATEGORY VII.** shall cover High Time Pay for Stacks & Chimneys.

*To be the same as set forth in the Laborers' International Union of North America Agreement covering Stacks, Chimneys and Silos.

CATEGORY VIII – RAILROAD MAINTENANCE: shall cover the following:

Section 1. All rail maintenance, rehabilitation, and other work on mainlines, sidings and service lines that are let by railroad companies, transit commissions, transit authorities, public or private owners of such facilities, which includes but is not limited to the following and work performed will be paid for under the wage rates contained herein.

- (a) The replacement of components and adjustment in alignment of grades of existing rail facilities.
- (b) Repair or replacement of components of fences, cattle guards, snow sheds, motor car set off, and other facilities located on railroad, public or private properties, and right-of-ways of same.
- (c) The care of railroad and transit commissions and transit authorities owned properties, public or private, including patrolling, inspection, mowing, brush cutting and spraying, drainage work and all general caretaking work.
- (d) The repair or replacement of roadway or railway crossings.
- (e) Painting and replacement of components of railway bridges and signal lines and signs.
- (f) All emergency work, such as snow removal, flood damage, damages occurring on derailments, including all clean-up and repair in connection therewith which may be performed by the Employer.
- (g) All maintenance, rehabilitation, track removal and other work that may be performed for the railroad companies and transit commissions and/or transit authorities on their properties, or on public and private properties, including relocation of existing tracks where such relocation of tracks are not in connection with buildings, highway, heavy or engineering projects.
- (h) It shall also include all new Construction in conjunction with a building, highway, heavy or engineering project on all railroad transit commissions, transit authorities, public or private owners of such facilities.

- (i) It shall include railroad construction where rails are laid to a new facility to service same, whether new or used materials are used.

CATEGORY IX – Apprentices

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

Section 3. The Apprentice wage rates are:

	Hours of Credit	Wage Rate
Probation period	0 – 500 hours	50% of journeyworker rate
1 st period	0 – 1000 hours	75% of journeyworker rate
2 nd period	1001 – 2000 hours	85% of journeyworker rate
3 rd period	2001 – 3000 hours	95% of journeyworker rate
4 th period	3001 – 4000 hours	100% of journeyworker rate

Section 4. 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, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

Section 5. The Employer shall participate in the Apprenticeship program by accepting Apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journeyworkers commencing with the sixth Laborer employed.

Section 6. The Employer may not employ an Apprentice until at least one 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 possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with the 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, but shall notify the Local Union and JATC of all reassignments.

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

ARTICLE XXXI

GENERAL SAVINGS CLAUSE

Section 1. Any provision contained herein that is contrary to or held in violation of the Labor-Management Relations Act of 1947, as amended, 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 Agreement shall not be affected thereby. It is further agreed that, should compliance with any law or amendment therefore, or any order or regulation issued thereunder, now or hereafter in force and 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 regulations. Such amendment to this Agreement 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 XXXII

BONDING

Section 1. Every Employer who employs members of the Union and agrees to be covered or maintain the provisions of this Agreement shall be required by the Union to submit a surety bond payable in the combined name of Indiana Laborers Welfare Fund

and Lake County & Vicinity Construction Workers Pension Trust Fund to insure the payment of fringe benefit obligations accruing under this Agreement. The Employer shall furnish a surety bond as prescribed below upon initial execution of this Agreement and within fourteen (14) days after January 1st of each year thereafter. Surety Bond shall be remitted to Lake County & Vicinity Construction Workers Pension Trust Fund, 2111 West Lincoln Highway, Merrillville, IN 46410. The amount of the surety bond shall be based on the previous year's monthly man hour average report to be provided by the contractor with its yearly bond as follows:

1 through 19 men \$50,000.00
Over 19 men \$100,000.00

Section 2. The Employer shall obtain the surety bond in the required amount, from a pre-approved list of acceptable surety bond companies provided by 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 3. Should an Employer fail or refuse to provide the required surety bond, or should an Employer fail to keep a bond in effect at all times, 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

HEALTH CARE

Section 1. Should either the State or Federal Government pass legislation mandating all Employers to participate in a national or statewide health care plan, it is agreed by the Parties to this Agreement to automatically open this Agreement within thirty (30) days of such passage to discuss same.

ARTICLE XXXIV

BCRC/DRUG TESTING

Section 1. The Union recognizes the right of the Employer to establish a drug testing policy for Employees.

Section 2. In all situations where an Employer is required to agree to a testing program in order to qualify to be the successful contractor on a project, testing may be required,

in accordance with the standards of this program, or, if the owner's requirements for successful contractors are more stringent, in accordance with the owner's requirements. No adverse employment action shall be taken against a worker solely because he/she refused a job assignment that has a substance testing requirement.

Section 3. BCRC

- (A) The Association, the Union, various other Employer Associations, and various other unions are members of the Building and Construction Resource Center, Inc. (hereinafter "BCRC"), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.
- (B) Each Employer under this Agreement shall pay to BCRC the amount as specified in Article XXIX of this Agreement per hour worked by each of its Employees covered by this Agreement. Each Employer is obligated to make such contributions, regardless of whether or not such Employer is a member of BCRC.
- (C) Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of the Health and Welfare and Pension payments required to be made by the Employer and thus, may be enforced in the same manner.
- (D) The Board of Directors of BCRC will have full audit authority of the Employer's books and records as they pertain to this contribution. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the BCRC, including attorney fees, court costs and audit expenses, incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the BCRC with interest charged at the rate of twelve percent (12%) per annum.
- (E) The Employees covered by this Agreement will abide by the provisions of the BCRC substance abuse program and policies.

ARTICLE XXXV

NOTIFICATION OF TERMINATION FORM (CODE OF PERFORMANCE)

The Employer agrees to designate discharges “for cause,” when appropriate, as described in the attached Notification of Termination Form for purposes of the Union’s Code of Performance only. The Notification of Termination Form shall not be admissible in any grievance, arbitration, or proceeding, unless the Employer expressly agrees in writing to such admissibility.

This Article is intended only to assist the Union in implementing and administering its Code of Performance. This Article does not create any new or additional rights whatsoever for workers under the parties’ collective bargaining agreement, including, but not limited to, creating any new or additional right to reinstatement with or without back pay, from the Employer.

This Article does not create a responsibility or requirement for the Employer to implement the Union’s Code of Performance. The Union is implementing the Code of Performance as an internal union program for its membership. The Employer is merely cooperating with the Union’s implementation. The Employer’s only obligation under the Union’s Code of Performance is to complete and submit the Notice of Termination Form when appropriate, and the Employer has no obligation to participate in, agree to, or implement any aspect of the Union’s Code of Performance.

Except for the obligation to complete and submit the Notice of Termination Form when appropriate, this Article does not create any new or additional Employer rights, nor does this Article take away any Employer rights that are part of this Agreement or that exist for the Employer outside of this Agreement.

Local Unions #41 and #81 agree to defend, indemnify and hold harmless the Employer from any and all claims, actions, damages, settlements, costs, expenses (including, but not limited to attorneys’ fees) and/or proceedings arising out of said Code of Performance and/or the completion and/or submission of a Notice of Termination Form by the Employer.

ARTICLE XXXVI

EFFECTIVE DATE

THIS AGREEMENT shall be in full force and effect from March 7, 2012 when ratified by a majority of members of the NWI Contractors Association Incorporated and signed


by the Laborers' International Union of North America, State of Indiana District Council, for and on behalf of its affiliated Local Unions #41 and #81 and shall continue in effect for the periods mentioned herein, expiring as of May 31, 2017.

In case either Party to this Agreement wishes to change the Agreement, at least sixty (60) days 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.

THIS AGREEMENT has been ratified, signed and sealed as of March 7, 2012 by the following:


PARTY OF THE FIRST PART


THE NWI CONTRACTORS
ASSOCIATION INCORPORATED

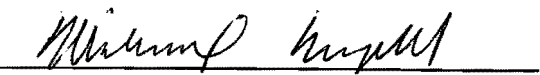

~~Gary Keber, President~~ **MARK GRIMMER**
Northwest Indiana Contractors
Association Incorporated

PARTY OF THE SECOND PART

LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA,
STATE OF INDIANA DISTRICT
COUNCIL, FOR AND ON BEHALF
OF ITS AFFILIATED LOCAL UNIONS
#41 AND #81


Frank DeGraw, Secy- Treas & Bus Mgr
LIUNA State of Indiana District Council


Kevin Roach, Business Manager
Local Union #41


Michael Campbell, Business Manager
Local Union #81

ADDENDUM

NOTIFICATION OF TERMINATION FORM

(Please type or print clearly)

Instructions: Immediately upon termination of an Employee for any cause other than lack of work, please mail, fax or scan and email this completed form to the District Council or Local Union.

COMPANY NAME _____

STREET ADDRESS _____

CITY & STATE _____ ZIP _____

PHONE (_____) _____ BY _____
(NAME OF AUTHORIZED PERSON)

NAME OF EMPLOYEE BEING TERMINATED _____

DATE OF TERMINATION: _____

REASON FOR TERMINATION: (Check one or more)

_____ Excessive Absenteeism _____ Excessive Tardiness

_____ Insubordination _____ Theft

_____ Lack of Required Skills (this area cannot be checked for apprentices)

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	1047	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	1047
Hendricks	204	St Joseph	645
Henry	1047	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	1047	Wayne	1047
Union, KY	561	Webster, KY	561
Vanderburgh	561	Wells	213
Vermillion	204	White	274
Vigo	204	Whitley	213
Wabash	213		