

LABORERS'
WORKING AGREEMENT
BY AND BETWEEN
BUILDING DIVISION – ICA, INC.
AND THE
LABORERS'
INTERNATIONAL UNION
OF NORTH AMERICA,
STATE OF INDIANA DISTRICT COUNCIL,
LOCAL UNION #561

Effective

April 1, 2015

thru

March 31, 2018

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the Building Division – ICA, Inc., and other Contractors or Employers signatory hereto, Party of the First Part, and hereinafter referred to as “Contractor” or “Employer,” and the Laborers’ International Union of North America, State of Indiana District Council, for and on behalf of the Laborers’ International Union of North America, Local #561, Evansville, Indiana, and hereinafter known as “Local Union #561” or “Union,” Party of the Second Part, on this 1st day of April, 2015.

It is strictly understood that the State of Indiana District Council is acting only as agent in the negotiations of this Agreement and on behalf of Local Union #561, Party of the Second Part, as herein defined. It is understood that the State of Indiana District Council in signing this Agreement for and on behalf of Local Union #561, shall not be responsible for violation of this Agreement by Local Union #561, or any member or members thereof, unless after notice and a reasonable opportunity is given the State of Indiana District Council to correct such or ratify same.

It is agreed and understood that the Building Division – ICA, Inc. 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 represented by the Building Division – ICA, Inc. 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.

The Building Division – ICA, Inc. is designated as “Employers’ Negotiating Committee” in this agreement for clarity. Whenever “Employers” is used, it also means and includes the organization known as the Building Division – ICA, Inc..

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 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.

1. Building Construction 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, coffer-dams, including all excavation, drilling, jackhammering, blasting, shooting, scaling.

2. The loading, unloading, handling and distribution of all materials, fixtures, furnishings and appliances from point at delivery to point of installation.

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 cleanup, 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 of other Crafts, whether such preparation is by hand or any other process. After the material has been prepared or unloaded, tending shall consist of 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 all nails, the cleaning and oiling of all 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 the 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, Morgan scaffolding, all work associated with hydraulically controlled scaffolding, including all accessories, including maintenance thereof, for all lathers, plasterers, brick layers, mason 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 and laying of concrete and related work: Concrete, bituminous concrete or aggregates for walls, footings, foundation, 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 electric 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 prestressed 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 reinforcing concrete construction; the hoisting of rods, mesh and other materials, except when a derrick or outrigger operated by other than hand power is used.

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 wall ties and removal of tie rods; the handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or

other abrasive cleaning; the jacking of slip forms and all semi 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, backfilling 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, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, checkers, grade markers, etc.

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

14. Asbestos removal/lead base paint and hazardous waste removal: All work in regard to the dismantling, wrecking, clean-up, dilution process, loading, transporting, operation of monitoring equipment, etc.

II. Underground Utility Work

1. 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, steam lines, electrical ducts, telephone ducts, cable, and conduit lines in free air, tunnel or compressed air projects.

2. The laying of all clay, terra-cotta, ironstone, vitrified concrete, metallic and/or non-metallic pipe, cast iron, fiber glass, orangeburg, transite, plastic, etc., or any other type pipe for sanitary and/or storm sewers, forced main sewers, subsurface drainage projects, filter beds, water lines and conduit lines in streets, roadways, right-of-way easements, building areas, etc., to the building line.

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

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

5. The laying of pipe and making of all connections and/or joints or any and all types of pipe for water, sewer and/or any other uses.

6. 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.

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

8. 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, aprons or "right-of-ways" 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, 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 or side 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 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 or "right-of-ways" 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.

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

10. 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 (insert) operators, power knife operators, erector operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chuck-tenders and cable tenders, vibratormen, jet gunmen, gunnite or shotcrete nozzlemen, gunmen, reboundmen and all other work connected therewith.

(a) Section 2 of the Laborers' International Union's Manual of Jurisdiction entitled Utility Work is covered by an addendum to this agreement. Please refer to that addendum for the agreement on Utility Work.

(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 whatever Federal Governmental Agency having responsibility for the resolution of such dispute. Any decision or interpretation 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 hereinafter mentioned classes of work in the territorial jurisdiction of Laborers' Local #561. This Agreement excludes Heavy and Highway Construction work and Gas Line Distribution systems except on Industrial projects and/or Government Defense projects.

Section 2. Jurisdictional Disputes:

(a) The Employer agrees to respect the jurisdiction of the Union and shall not make a written or 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.

(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 Employer and representatives of the International Unions 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 an 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.

Section 2. When five (5) or more Laborers, or five (5) or more Hod Carriers are employed on any one project, one (1) will be assigned as Foreman. Said Foreman may perform manual labor but he shall receive the Foreman rate as stipulated herein. When ten (10) or more Laborers or ten (10) or more Hod Carriers are employed, the Foreman shall be a non-working Foreman. At no time shall one Foreman have more than fifteen (15) Laborers or Hod Carriers under his leadership.

Section 3. Where 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.

ARTICLE III

Bargaining Agent

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Employer recognizes the Laborers' International Union of North America, State of Indiana District Council for and on behalf of Local #561 as the sole and exclusive bargaining agent for all of his Employees employed by the Employer on all work and classifications set forth in this Agreement. The State of Indiana District Council recognizes the Building Division – ICA, Inc. as the sole and exclusive bargaining representative for the Employers in the area of Local #561.

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 the Building Division – ICA, Inc. as the sole bargaining agent for work as defined herein and recognizes the Building Division – ICA, Inc. as negotiating agent 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. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

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. The provisions of this section of the Agreement are enforceable to the extent permitted by 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. The employer invoking this section will not be able to select their own counsel to be paid by the Union. The failure to timely present any such claim to the Union will void this Section.

ARTICLE V

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 parties to this Agreement agree that there will be no discrimination against or harassment of any Employee on account of race, religion, color, sex, national origin, age, disability or veteran status. It is the policy of both parties to provide equal opportunities for employment and advancement for all individuals regardless of race, religion, color, sex, national origin, age, disability or veteran status. The parties further agree to comply with all applicable state and federal employment laws, and all applicable executive orders regarding employment discrimination and affirmative action.

ARTICLE VI

Selection of Labor- Employment Regulations

Section 1. (a.) The Employer agrees that the Local Union, which shall refer employees to the Employer non-discriminatorily, shall be the exclusive source of bargaining unit employees, and as the Employer needs to add to its work force, they will notify Local 561 of their manpower needs. If the Local Union is unable to furnish the required number of laborers within 48 business hours following an Employer's request for manpower, the Employer may employ as many additional employees as required to man the job provided that these employees satisfy the criteria in this Agreement for being a "Key Man". The referral rules are left to the Union's discretion and responsibility. The employer shall give the Local Union as much lead time as possible to train and certify whatever manpower is needed.

(b.) A contractor who has not previously worked in this jurisdiction may employ certain "Key Men" as defined in Section 1(d) of this Agreement.

(c.) The Employer may call the Union for an individual by name, provided he is on an unemployed list maintained by the Union and provided he is not employed by another Employer and has worked for the Employer making the request within the past twelve (12) months. Under such circumstances the Union shall refer such individual.

(d.) A “Key Man” is any employee who is regularly and customarily employed by the Employer, and who has been employed within the past twelve (12) months, and who is considered by the Employer to be necessary to the efficient performance of work under this Agreement due to the employee’s special knowledge, skill and experience regarding the Employer’s operations. At the pre-job meeting, the Employer and the Union will discuss the availability of “Key Men” and the ratios the parties find acceptable. In no case can a “Key Man” be a non-member of a Union. This section is applicable as permitted by law.

(e.) 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.

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

ARTICLE VII

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 XXVII. 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 VIII

Pension Trust Fund

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

Section 4. If, during the life of this Agreement, the Employer is required by Plan Trustees to increase the hourly pension contribution payment amount provided for in the schedule of total economics set forth in Article XXVII, Hourly Wage Rates, such increase shall be offset by reduction of an equal amount from any component (excluding CAPCI and SAP) of the total hourly rate, as provided for in Article XXVII, in order that the "Total" payment as provided for in Article XXVII remains the same throughout the life of this Agreement.

Article IX

Indiana Laborers 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 (ILDCTF) the amount in cents per hour as shown in Article XXVII. 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 ILDCTF.

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 by any amendments to said Trust Agreement.

Section 3. The ILDCTF shall be administered in accordance with all provisions of applicable law, and will be domiciled in Indiana.

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 XXVII. 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

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 job.

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 “report form” or in the event a pre-job is not mutually agreed to and a “report form” 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.

ARTICLE XII

Working Hours and Overtime

Section 1. The regular work week shall be a forty (40) hour week, Monday a.m. through Friday p.m. Eight (8) consecutive hours, excluding lunch periods, shall constitute a day’s work between the hours of 6:00 a.m. and 6:00 p.m. with one-half (1/2) hour off for lunch. Starting time outside these hours may be established by mutual agreement. Regular starting time shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m.

A. The Union agrees that the Employer may perform Saturday work at straight time only under the following conditions:

1. The Employees on the job site have worked less than forty (40) hours during the preceding week;

2. Saturday straight time work will be performed on a voluntary basis; paid at straight time only if all other crafts get straight time. When Laborers are hired during the work week and haven’t been offered the opportunity to work forty (40) hours, their make-up day overtime pay will be determined by the regular crew overtime.

3. A Saturday make-up day will only apply if the Employees are off during the work week due to inclement weather.

Section 2. Time and one-half shall be paid for all overtime work, which shall include all work done before regular starting time, or after regular working period, or after eight (8) hours work. All work on Saturday shall be at time and one-half.

Section 2a. At the discretion of the Employer and the Union, a four (4), ten (10) hour day schedule may be worked, if permissible by law or state regulation. Only Friday would become the make-up day in a four (4), ten (10) hour day schedule. When the Friday make-up day is used, it is agreed that when a crew works thirty (30) hours or less during the regular four (4), ten (10) hour day work week, Monday through Thursday, these ten (10) hours may be made up by the entire crew on Friday (weather permitting) at the straight-time rate of pay. All hours worked in excess of forty (40) hours in the work week, or ten (10) hours each day shall be paid at the appropriate overtime rate. In the event of a make-up day, it shall be voluntary on the part of the Employees, and the declining of such work shall be without penalty or recrimination. Notice will be given by noon Thursday if a make-up day is to be worked.

Section 3. It is mutually agreed and understood that Mason Tenders who start prior to the established project starting time by nature of their work, are entitled to the applicable overtime rate as provided in Section 1 of this Article.

Section 4. All work performed on Sundays and Holidays shall be paid at the rate of double (2x) time the regular rate of pay. Holidays mentioned in this Article shall be: 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. Where any of the herein mentioned Holidays fall on Sunday, the following Monday will be observed as the Holiday. Veteran's Day shall be observed Friday after Thanksgiving.

Section 5. The Employer shall not be obliged to pay any workman appearing for work if failure to work is due to inclement weather or a work stoppage by another Trade. Otherwise, two (2) hours' pay shall be allowed for two (2) hours' time for reporting to work, provided he remains on the job to perform whatever work may be assigned to him.

Section 6. If an Employee actually starts to work, he shall receive four (4) hours' pay, except in case of inclement weather, a work stoppage by another Trade, or on an overtime day if he has been ordered to work. If an Employee works over four (4) hours, he shall be paid for eight (8) hours, except in cases of inclement weather, a work stoppage by another Trade, or on an overtime day if he has been ordered to work.

Section 7. It is understood that consistent with this Section, an Employee will not be docked for any time lost due to breakdowns of machinery or while waiting for materials.

Section 8. The Employer shall furnish special wearing apparel, such as rain hats, coats and boots to protect the Employee when working in inclement weather or adverse conditions and the individual Employer shall also furnish safety equipment such as safety hats, safety goggles, respirators and protective masks and 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 and safety equipment should the Employee fail to return any item issued to him as mentioned in this Section. On open projects adequate shelter to be shared with other Trades for protection during inclement weather shall be provided.

Section 9. A lunch period of thirty (30) minutes shall be established between the third (3) and fifth (5) hour or between 11:00 a.m. and 1:00 p.m. When an Employee or Employees are required to take their lunch after the fifth (5) hour or after 1:00 p.m. said Employee shall be paid at one and one half (1 1/2) times the regular rate of pay for the thirty (30) minute lunch period and shall be allowed a fifteen (15) minute lunch period at the regular rate of pay.

It is further understood and agreed that after ten (10) hours work, the Employee will be granted a twenty (20) minute lunch period paid by the Employer. When Employees are required to work through the twenty (20) minute lunch period, they will be paid an additional twenty (20) minutes pay at the applicable overtime rate of pay.

ARTICLE XIII

Shift Work

Section 1. When shifts are required, the first shift shall work eight (8) hours at the regular rate of pay. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours at the regular straight time hourly rate. The third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time

hourly rate. A first shift is not necessary to establish the existence of the second and/or third shift.

Section 2. When an Employee is required to start their shift on a Saturday or Sunday, or required to work overtime, whatever day a shift starts on (whether weekday, Saturday, Sunday or holiday) the Employer will be obligated to continue paying the applicable rate until the Employee has had an eight (8) hour break between shifts. Refer to ARTICLE XII Working Hours and Overtime; Sec. 2, and Sec. 4. for the appropriate rate of pay.

ARTICLE XIV

Stewards

Section 1. When the Business Manager of the Party of the Second Part deems it advisable, the Business Manager shall appoint a Steward on any given project. Said Steward is to be recognized by the Employer and shall have the right to sit in on any grievance without discrimination. Said Steward or Foreman shall be retained on any given project, where appointed, as long as or when any Employee or Employees are employed, provided the Steward or Foreman is able to perform the work assigned to him. A Foreman may be retained or called back and Steward laid off or called back, temporarily or permanently, by mutual agreement of Employer and Union. Furthermore, in case a project is shut down temporarily or indefinitely, and the Steward or Foreman is laid off, said Steward or Foreman shall be the first Employee to be recalled by the Party of the First Part when work on the project is again resumed. The Steward shall account for all time away from the work crew to his immediate Foreman or Supervisor.

Section 1(a) Stewards - The Union may appoint a Steward for each shift. The Steward shall be allowed a reasonable amount of time to check Laborers' dues books and report any violations of the Agreement to the Union. The Steward shall work on the job until the completion of all work covered by the terms of this Agreement performed by the Employer and, if available, shall work all overtime performed by the Employer. The Steward shall not be laid off unless he is the last Laborer on the job and the Local Union shall be notified forty-eight (48) hours prior to the layoff, excluding Saturdays, Sundays, and Holidays.

Section 2. In the event the Steward is not performing in the best interest of the Union and/or the Employer, the Union Business Manager and the Employer shall meet and resolve the matter.

Section 3. It is mutually agreed and understood that the Steward shall not be terminated until such meeting between the Local Union Business Manager and the Employer has been held.

Section 4. In the event that no understanding can be reached by the Business Manager and the Employer, then it shall be clearly understood that any matter of discharge may be taken through the proper steps of the grievance procedure as outlined in this Agreement.

Section 5. For all purposes of this Agreement it is understood that the duties of the Steward are limited to:

- (a) To report to the Business Manager and the Employer any violation of this Agreement by either the First or Second Parties.
- (b) To attempt to settle any grievance which arises on the job and to report to the Business Manager any matter that he cannot settle with the Employer.
- (c) To report hazardous conditions to the job superintendent. If such hazardous conditions are not eliminated by the job superintendent or the Employer, he shall then report the same to the Business Manager of the Local Union, who will in turn consult with the Employer. At no time will any Employee be required to work under conditions considered hazardous by the Business Manager or the Local Union after consultation with the Employer.

ARTICLE XV

Pay Day

Section 1. The Employer shall pay Employees weekly and the payment shall be in full for the payroll period. Payment shall be made within five (5) days of the payroll period and shall be in cash or by check. In the event Employees covered by this Agreement are laid off permanently or discharged, they shall be paid within that work day. 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 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 their next regular pay day.

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 purposes said deductions were made.

ARTICLE XVI

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 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 shall be deemed sufficient cause for immediate discharge.

ARTICLE XVII

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 XVIII

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 XIX

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.

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,

(except jurisdictional disputes, wage rates, fringe benefits and dues check-off) 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 became 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 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, who shall be members of the National Academy 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.

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

Section 2. No proceeding based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the individual

Employer and the Local Union involved in writing within ten (10) days after the alleged violation is committed.

Section 3. Copies of the decision made by 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 Building 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

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. The Business Manager, or said Field Representative, shall make every reasonable effort to advise the individual

Employer, or his representative, of his presence on the project and shall not stop or interfere with the work.

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.

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. High Pay: All Employees working on structures over two (2) stories or twenty (20) feet in height, and subject to free fall, shall receive an additional twenty-five cents (\$.25) per hour over the applicable rate of pay.

Section 9. The Employer shall be the sole judge as to the number of Employees required to perform the work other than may be required by safety regulations.

ARTICLE XXII

Fair Treatment

Section 1. When an Employer from outside the territorial jurisdiction contracts for work within the jurisdiction of a specific Local Union, a member of the Local Union shall be employed as soon as the Employer starts work on the job. The

provisions of this section of the Agreement are enforceable to the extent permitted by law.

ARTICLE XXIII

CAPCI (Construction Advancement Program Council of Indiana)

Section 1. Each Employer agrees to contribute to an industry advancement fund created and maintained by the Building Division – ICA, Inc., or to a successor fund approved by the industry advancement fund committee (collectively “Fund”), seven cents (\$0.07) per hour for each hour worked by each Employee working under this Agreement. From time to time, the hourly amount may be adjusted to no less than five cents (\$0.05) per hour to a maximum of ten cents (\$0.10) per hour worked, provided that a minimum of two months notice is provided prior to the effective date of the change in contribution rate.

Section 2. The contribution to the Fund shall be deposited by the 10th of each month, or at such other regular intervals as may be determined by the Fund committee, to the depository designated by the Fund directors and such contributions shall be reported on such forms as are designated by the Fund committee.

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

Section 4. The Employer hereby agrees that the designated representative of the Building Division – ICA, Inc., or the Fund 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

attorneys' fees, incurred by the Building Division – ICA, Inc. and/or the Fund. It is further understood that such Employer shall be obligated to pay any delinquent contributions to the Fund 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 the Fund.

ARTICLE XXIV

Local Union Area Coverage

Section 1. LIUNA, Local Union #561, Evansville, Indiana covers Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh and Warrick Counties in Indiana, and Crittenden, Henderson, Union and Webster Counties in Kentucky.

ARTICLE XXV

Bonding

Section 1. (a) 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	\$10,000.00
at 15 men	\$15,000.00
at 20 men	\$20,000.00
at 25 men	\$25,000.00
at 30 men	\$30,000.00

(b) 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 re-occur.

(c) 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.

(d) 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 keep one, the Union shall have the right to use all legal and/or economic means to cause the Employer to comply with this Article.

ARTICLE XXVI

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 deduction. 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. All monies must be reported by County of which the work was performed. The provisions of this section of the Agreement are enforceable to the extent permitted by law.

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 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 XXVII

Hourly Wage Rates

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

FRINGE BENEFITS:

EFFECTIVE	H&W	PENSION	ILDCTF	TRAINING	CAPCI	SAP
04 01 15	\$5.50	\$7.10	\$.30	\$.50	\$.07	\$.10
04 01 16	\$5.75	\$7.25	\$.45	\$.55	\$.07	\$.10
04 01 17	TBD	TBD	TBD	TBD	\$.07	\$.10

Section 2. It is understood and agreed that Fringe Benefit Contributions set forth under Section 1 of this Article will be paid for all hours earned by the Employees covered by this Agreement, including the straight time portion of all overtime, Holidays, Saturdays, Sundays and bonus hour for shift differential.

Section 3. Any and all expenses for legal action against an Employer for failure to make timely payments for Fringe Benefit contributions or wages as set forth in this Agreement shall be borne by the delinquent Employer individually.

WAGE RATES:

EFFECTIVE	INDIANA	KENTUCKY
04 01 15	\$23.97	\$22.39
04 01 16	\$24.12	\$22.54
04 01 17	\$.75 will be allocated at a later date	

Section 1. For the purpose of clarification and to assist in determining the hourly wage rates applicable to specific Classes of Work, the following hourly wage rates apply:

CATEGORY I Basic Hourly Wage Rate shall include the following:

- Building and Construction Laborers
- Scaffold Builders (other than for Masons or Plasterers)
- IronworkerTenders
- Mechanic Tenders
- Civil Engineer Tenders & Surveyor Tenders
- Rodmen & Chainmen
- Signalmen & Flagmen
- Window Washers & Cleaners
- Waterboys & Toolhousemen
- Roofer’s Tenders

Railroad Workers
Masonry Wall Washers (interior and exterior)
Cement Finisher Tender
Carpenter Tenders
Tenders of all other Crafts not listed
All Portable Water Pumps with discharge up to three (3) inches
Wire Mesh
Fire Prevention
Fire Watch
Fire Stop Tender

CATEGORY II shall include the following and will be paid thirty (\$.30) cents per hour over the basic rate:

Waterproofing
Handling of Creosote Lumber or like treated material (excluding railroad material), handling of toxic materials damaging to clothing
Asphalt Rakers & Lutemen
Kettlemen
Air Tool Operators, Vibrators, Chipping Hammer Operators and all Pneumatic Tool Operators and Earth Compactors
Jackmen & Sheetmen working ditches six (6) feet in depth or deeper
Laborers working in ditches six (6) feet in depth or deeper
Assembly of Unicrete Pump
Chain Saw Operators
Water Line Layers, five (5) feet outside the building foundation
Tile Layers (sewer or field) & Sewer Pipe Layers (metallic or non-metallic) five (5) feet outside the building foundation
Motor Driven Wheelbarrows and Concrete Buggies
Hyster Operators
Grout Pump Operator
Pump Crete Assemblers
Conveyor Assemblers
Core Drill Operators
Cement, Lime or Silica Clay Handlers (bulk or bag)
Pneumatic Spikers
Deck Engine & Winch Operators
Water Main & Cable Ducking (metallic and non-metallic)

Laborer Instrument Man
Remote Controlled Compactor

CATEGORY III shall include the following and will be paid fifty cents (\$.50) per hour over the basic rate:

Plaster Tenders
Mason Tenders
Mortar Mixers
Welders (acetylene or electric)
Cutting Torch or Burner
Cement Gun Operators
Scaffold Builders when working for Plasterers
Scaffold Builders when working for Masons

CATEGORY III (a) shall include GUNMEN and POTMEN and will be paid fifty cents (\$.50) per hour over the basic rate.

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

Guniting or Shotcrete Nozzle Laborer (including sewers)
Fire Stop Equipment Operator
Fork Lift Operator
Asbestos Abatement, handling and removal
Hazardous Materials, handling and removal
Lead Abatement, handling and removal
Lead Base Paint Remover
Concrete Finisher/Form Setter (contractors option)

CATEGORY IV shall cover LABOR FOREMAN and will be paid one dollar and twenty-five cents (\$1.25) per hour over the basic rate.

CATEGORY IV shall cover HOD CARRIER FOREMAN and will be paid one dollar and fifty cents (\$1.50) per hour over the basic rate.

CATEGORY IV shall cover GENERAL FOREMAN and will be paid one dollar and seventy cents (\$1.70) per hour over the basic rate.

CATEGORY IV shall cover HOD CARRIER GENERAL FOREMAN and will be paid one dollar and ninety cents (\$1.90) per hour over the basic rate.

CATEGORY V shall include Watchman and Gateman (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 the following rates paid over and above basic rate:

Caisson and Tunnel Work in Free Air-\$1.00 over base rate

Caisson Bottom Man-\$2.00 over base rate

Caisson and Tunnel Work in Compressed Air:

0-15 pounds-\$1.00 over base rate

16-20 pounds-\$1.50 over base rate

21-26 pounds-\$2.00 over base rate

27-33 pounds-\$3.00 over base rate

34 & over - \$4.00 over base rate

CATEGORY VI (a) shall include DYNAMITE MEN and will be paid one dollar and seventy-five cents (\$1.75) per hour over the basic rate.

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.

UTILITY COVERAGE

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, fiberglass, orangeburg, transite, plastic, etc.) pipe for storm and sanitary sewer and drainage; water lines, water treatment plants, sewage treatment plants, pump station; lift stations; cables, ducts, air-lines, gas-lines, steam lines, conduit lines, making of joints,

sheeting, trenching, manhole erectors, digging and back-filling of all ditches, cutting of streets and surfaces and refinishing of same, in free air or tunnel projects.

The unloading and distribution of all pipe and material used in the performance of work as set forth in this Article.

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

The laying of pipe and making of all connections and/or joints on any and all types of utilities.

UTILITY WAGE RATES AND FRINGE BENEFITS: Refer to the Highway, Heavy & Utility Division – ICA, Inc. Agreement.

ARTICLE XXVIII

General Savings Clause

Section 1. Any provision contained herein that is contrary to or held to be 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 thereof, 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 regulation. 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 XXIX

Substance Abuse Program

The Union and the Building Division – ICA, Inc. and/or signatory Employer hereby agree that the drug and alcohol testing program developed by the joint efforts of the Southwestern Indiana Building Trades Committee and the area contractors’ is incorporated by reference herein and made a part hereof this contract.

ARTICLE XXX

Apprentices – Mandatory Apprentice Language

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:

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

Voluntary LIUNA, Local #561 PAC Fund

Section 1. The Employer agrees to deduct and transmit to the LIUNA, Local #561 PAC Fund five cents (\$.05) for each hour worked from the wages of those Employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those Employees for which

such deductions have been made, and the amount deducted for each such Employee.

Section 2. The LIUNA, Local #561 PAC Fund agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said LIUNA, Local #561 PAC Fund.

ARTICLE XXXII

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 UNION #561 AND BUILDING DIVISION – ICA, INC. 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 Union #561.

It is agreed the wage rates for work being performed and defined in Article XXVII "Hourly Wage Rates" of the Collective Bargaining Agreement titled "Building" 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 Union #561 and Building Division – ICA, Inc. shall be ninety-five (95%) 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 building projects with a base bid price less than \$500,000.00. On building projects of more than \$500,000.00 which are mutually agreed to by both the Union and the contractor and upon notice of the contractor's intention, such building projects will be within the scope and intent of this memorandum agreement.

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 one (1) Journeyworker.

Provided that if a Market Recovery Agreement is reached between Building Division – ICA, Inc. 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 Union #561 and Building Division – ICA, Inc. 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 XXXIII

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 Building Division - ICA, Inc. in any respect more

favorable than a term of this Agreement, then at the option of Building Division - ICA, Inc. 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 Building Division - ICA, Inc. 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 Building Division - ICA, Inc. 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 XXXIV

Effective Date

THIS AGREEMENT shall be in full force and effect from April 1, 2015 and shall continue in effect for the periods mentioned herein, expiring as of March 31, 2018.

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.

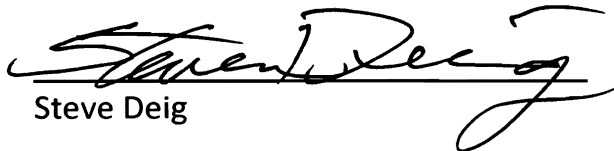
THIS AGREEMENT has been ratified, signed and sealed as of April 1, 2015 by the following:

PARTY OF THE FIRST PART

BUILDING DIVISION – ICA, INC.



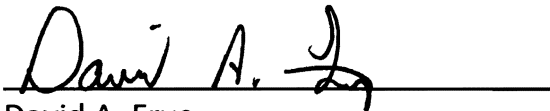
Charles V. Kahl




Steve Deig

PARTY OF THE SECOND PART

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, STATE OF
INDIANA DISTRICT COUNCIL
on behalf of its
AFFILIATED LOCAL UNION #561



David A. Frye
Secretary Treasurer/Bus Mgr



Barry Russell
Bus Mgr LIUNA Local #561

PARTY OF THE FIRST PART

“EMPLOYERS”

M. K. Betts Engineering & Contracting, Inc.
Bowen Engineering Corporation
Bruns-Gutzwiller, Inc.
Danco Construction, Inc.
Deig Bros. Lumber & Construction Co., Inc.
Edwards Concrete Const. & Concrete Pumping
Empire Contractors, Inc.
Fulton Interior Systems, Inc.
Gribbins Insulation Company, Inc.
Hannig Construction, Inc.
Key Construction Company, Inc.
PPMI Construction Company
S T Construction, Inc.
Sterling Boiler & Mechanical, Inc.
Weddle Bros. Building Group, LLC

LOCAL UNION #561
EVANSVILLE

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

Business Manager – Barry Russell

Secretary Treasurer & Field Representative – Harlin Scott

Recording Secretary & Field Representative – Kenny Overton

Vice President & Field Representative – Donnie Angel

Field Representative – Steve Wilson

951 North Park Drive

Evansville, Indiana 47710

Phone: 812-425-3191

Fax: 812-425-2421

Toll Free: 1-888-463-8646

Website: www.laborers561.org

E-mail: barry@laborers561.org

Sub-Office: 2011 S 15th Street
Vincennes, IN 47591
812-882-1555

DIRECTORY
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA OFFICES

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

Laborers' International Union of North America
Midwest Regional Office
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John Penn, Vice President & Midwest Regional Manager

Laborers' International Union of North America
State of Indiana

Stephen Folz, International Representative
3528 Koring Rd
Evansville, IN 47720

DIRECTORY

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA

Laborers' International Union of North America
State of Indiana District Council
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Fax (812) 232-4420
E-mail inldc@inldc.org
Website www.inldc.org

David A. Frye, Secretary Treasurer & Business Manager
Brian C. Short, Field Representative & Organizer

LOCAL UNION 41

MUNSTER

Geographical Jurisdiction of Hammond, Indiana and Vicinity of Lake County, including all territories west of Cline Avenue, Lake Michigan Shoreline to Illinois State Line and south Counties of Newton and Jasper, Indiana.

Wm Kevin Roach, Business Manager
Scott Sparks, Field Representative
Rick Henson Jr., Field Representative
Kevin Sparks, Field Representative & Organizer
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Fax (219) 924-7388
E-mail local41@sbcglobal.net
Website www.laborers41.com

LOCAL UNION 81

VALPARAISO

Geographical Jurisdiction of Gary, Indiana & Vicinity, including all territories east of Cline Avenue, Lake County, Indiana, all territory north of U.S. Highway No. 20 Porter County, Indiana, including all Lake Michigan Shore Front east of Cline Avenue in Lake and Porter Counties and LaPorte and Starke Counties, Indiana.

Michael Campbell, President & Business Manager
Dan McGlothin, Vice-President & Field Representative
Frank Bova, Jr., Secretary-Treasurer & Field Representative
Ron Dillingham, Organizer
Ramon Mendoza, Field Representative
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Phone (800) 858-7631
Fax (219) 465-7682
E-mail liuna@laborers81.com

LOCAL UNION 120

INDIANAPOLIS

Geographical Jurisdiction of Marion and Shelby Counties, Indiana.

J. Ward Daniels, Business Manager
Gary Coss, Field Representative
Chris Brickey, Field Representative
Richard Downing, Field Representative
Jesse Suarez, Field Representative
Albert Lanham, Field Representative
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Website: www.inldc.org/local120

LOCAL UNION 204

TERRE HAUTE

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

Steve Folz, International Representative

Jerry "Joe" Bolk, Field Representative

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Fax (812) 232-0980

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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, Secretary-Treasurer/ Business Manager

Allen Swygart, President/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

Rick Williams, Field Representative

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Website: www.inldc.org/local274

Kokomo Branch Phone (765) 457-4453

Fax (765) 457-8245

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.

Barry Russell, Business Manager & President

Harlin Scott, Secretary-Treasurer & Field Representative

Kenneth Overton, Recording Secretary & Field Representative

Donald Angel, Vice-President and Field Representative

Stephen Wilson, Field Representative

951 North Park Drive

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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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Randy Neilson, Field Representative
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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
Terry Pittman, Field Representative
Mike Hardy, Field Representative
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Fax (812) 824-2185
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Website: www.inldc.org/local741
Columbus Branch Phone (812) 372-2211
Lawrenceburg Branch Phone (812) 537-5128

LOCAL UNION 795

NEW ALBANY

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

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Danny L. Stults, Field Representative

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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.

Kelly Watson, Business Manager

Jack Baker, Field Representative

Joe Hardwick, Field Representative

Fred Redwine, Field Representative

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Muncie IN 47302

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Fax (765) 286-7150

E-mail laborerslocal1112@liuna1112.org

Website: www.inldc.org/local1112

Richmond Branch Phone (765) 966-2005

Fax (765) 966-7080

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

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		