

**MICHIANA BUILDERS ASSOCIATION
CONTRACTORS LABOR AGREEMENT
WITH
LABORERS' LOCAL UNION #645**

**EFFECTIVE
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MICHIANA BUILDERS ASSOCIATION
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WITH
LABORERS' LOCAL UNION #645

THIS AGREEMENT is made and entered into this 5th day of March, 2012 by and between the Michiana Builders Association, as the collective bargaining representatives of the undersigned Employers, Party of the First Part, and the Laborers' International Union of North America, State of Indiana District Council, acting for and on behalf of its affiliated Local Union #645, Party of the Second Part, and hereinafter referred to as "Union".

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 #645, 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 #645 shall not be responsible for violation of this Agreement by Local Union #645 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 Michiana Builders Association and Vicinity 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 Michiana Builders Association shall be several and not joint and the liability of Local Union #645 affiliated with the Laborers' International Union of North America, State of Indiana District Council shall be several and not joint.

The Michiana Builders Association is designated as "Employers" in this Agreement for clarity. Wherever "Employers" is used, it also means and includes the organization known as the Michiana Builders Association.

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. The jurisdiction of work referred to in the wage classifications and elsewhere in this contract is the jurisdiction of work claimed by the Union. It 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 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. 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 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, 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 and laying 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; 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 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 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, 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, fibre glass, orangeburg, 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.

19. The cutting of streets and 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, 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 for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking or 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 aid 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 nozzlemen, 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.

(a) 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.

(b) 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.

(c) This Agreement shall have effect on and cover Construction Laborers working for Employers on the hereinafter mentioned classes of work in the State of Indiana and Counties as described herein as provided by this Agreement. This Agreement includes Industrial projects and/or government defense projects. This Agreement excludes Heavy and Highway Construction and Gas Line Distribution Systems.

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 Employees 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 fifteen (15) or more Laborers or fifteen (15) 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. 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.

ARTICLE III

EMPLOYERS 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 #645 as the sole and exclusive bargaining agent for all of his Employees by the Employer on all work and classifications set forth in this Agreement. The State of Indiana District Council recognizes the Michiana Builders Association of South Bend, Indiana as the sole and exclusive bargaining representative for the Employers in the area of Local #645.

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, for and on behalf of Local Union #645 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 Michiana Builders Association of South Bend, Indiana as the sole bargaining agent for work as defined herein and recognizes the Michiana Builders Association of South Bend, Indiana as negotiating agent for its members for all work set forth in Article I for the area outlined in this Agreement.

Section 2. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees, who are members of the Union on the effective date of this Agreement, 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 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 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 an amount designated by the Union, provided, before any such deduction is made, the Union shall secure and furnish to the Employer a properly signed Authorization Form from each Employee permitting such deductions. Such deductions shall be remitted by the 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 and is on the membership list. Under such circumstances the Union shall refer such individual.

Section 2. **Key Man** - A “Key Man” is any employee who is regularly and customarily employed by the Employer, and who has been so employed within the past six (6) months, and who, because of the special knowledge, skill and experience regarding the Employer’s operations, is considered necessary by the Employer to the efficient performance of work to be performed under this Agreement. The first Laborer employed shall be a “Key Man”. The second laborer employed shall be the Steward, only if the Business Manager has appointed a Steward. Thereafter, the contractor may fill every fourth Laborer position with a “key man” without regard to the procedures set forth in Section 3 below.

Section 3. **Referrals** - The Employer agrees that the Union shall be the exclusive source of bargaining unit employees other than “key men”. If the Local Union is not able to furnish the required number of laborers within 48 hours, the Employer may employ as many additional employees, also to be known as “key men”, as are required to man the job. The Local Union’s referral system, which the Union and the Employer believe to be lawful and non-discriminatory. The actual referral rules are, however, left to the Union’s discretion and responsibility. The Local Union will be given as much lead time as possible to afford the Union time to train and certify whatever manpower is needed.

Section 4. **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 5. The Laborers’ International Union of North America Local #645 and Michiana Builders Association will enter into a Memorandum of Understanding outlining a code of

conduct for membership, contractor responsibilities and owner's job-specific rules to be enforced at job sites. Employees will conform to any set local, state or national ordinances or laws.

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 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 IX
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.

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

NOTIFICATION

Section 1. 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, the name, social security number and current known address of new Employees.

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

ARTICLE XII

PRE-JOB CONFERENCE

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

Section 2. A written request for a pre-job conference sent by the Local Union to an Employer will be sent by certified mail. If the Employer 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 a 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 XIII

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 Saturday p.m. If any other craft or trade employed by the Employer receives overtime after eight (8) hours of work, the Laborers will also receive the overtime rate.

Section 2. 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, the day after Thanksgiving and Christmas Day. (No work shall be performed on Labor Day except to save life or property). In jurisdictions where the majority of the other crafts have Veteran's Day or any other holiday in their Contracts, the Laborers will be granted the same holiday.

Section 3. 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.

ARTICLE XIV

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. If any other craft or trade employed by the Employer receives shift differential pay, the following will apply: The First Shift shall receive the established hourly wage rate as set forth herein for eight (8) hours work. The Second and/or Third Shift shall receive eight (8) hours pay at the regular established rate of pay for seven (7) hours of actual work.

ARTICLE XV

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. 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 two (2) or more Employees, covered by this Agreement are 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 XVI

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,

Article X and Article V, covering the Trust Funds under the respective Articles mentioned herein and as in the manner and accordance as prescribed herein, provided the Employer is sixty (60) days delinquent.

Section 2. Violation of Payment – If the Employer fails to make Fringe Benefit contributions in accordance with this Agreement, the Union shall have the right to take economic action against such Employer. The Employer agrees to pay all attorney fees, service charges, court costs and auditing fees necessary to effect an examination of his books or cost of litigation necessary for the collection of monies due as a result of such examination. The Employer further agrees to pay interest in the amount of prime rate plus three percent (3%) monthly on the delinquent amount owed.

ARTICLE XVII

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 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.

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 XVIII

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 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 XIX

WORKER'S COMPENSATION

Section 1. The Employer agrees to ensure 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 XX

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 XXI

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 with the Union covering such work within the scope of this Agreement.

ARTICLE XXII

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 the Employer's Representative.
- (3) In the event said dispute has not been resolved, the State of Indiana District Council, through its Representative, shall meet with the Employer's Representative, in an attempt to resolve said dispute.
- (4) In the event that the dispute is not settled, either Party may, through written notice to the other Party, submit the grievance or dispute to final and binding arbitration.
- (5) The Arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service shall be requested to submit a panel of arbitrators of which names are alternately struck until the remaining arbitrator, whose name remains on the list, shall serve as the arbitrator to hear and decide the dispute and/or grievance. The arbitrator's decision shall be final and binding on both Parties.

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

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

Section 2. No proceeding hereinunder 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 Grievance Committee and/or the Arbitrator shall be mailed to the Employer and the Union.

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

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.

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: Forty (\$.40) cents per hour for men working forty (40) feet or more subject to free fall.

Section 9. In the event of an on the job-site injury, the Employee shall receive up to eight (8) hours pay even though the Employee may not be able to perform eight (8) hours work for that day.

Section 10. Employees shall be given a sufficient amount of time to pick up tools at the end of a scheduled work day. However, no Employee shall be permitted to leave the job until quitting time.

ARTICLE XXIV

**BCRC
DRUG & ALCOHOL POLICY**

Section 1. Various Employer Associations and the Union members are of 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 and Fund Trust Agreement and Declaration of Trust.

Section 2. Each Employer under this Agreement shall pay to BCRC the amount specified in the wage and fringe benefit section of the Agreement which is eight cents (\$.08) per hour for each hour worked by 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.

Section 3. 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 Employers and thus, may be enforced in the same manner.

Section 4. The Board of Directors of BCRC will have full audit authority of the Employer’s books and records as they pertain to this contribution.

Section 5. The Employees covered by this Agreement will abide by the provisions of the BCRC substance abuse program when required by the owner.

ARTICLE XXV

INDUSTRY FUND

Section 1. Each Employer signatory to this Agreement hereby agrees to contribute to the Industry Fund, established July 1, 1980 fifteen cents (\$.15) per hour 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 Michiana Area Construction Industry Advancement Fund, known as the “MACIAF”, in accordance with all Federal and State laws and regulations covering such Trust Funds.

ARTICLE XXVI

LOCAL UNION COVERAGE

**LOCAL UNION #645
SOUTH BEND**

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

ARTICLE XXVII

**SCHEDULE OF FRINGE BENEFIT
CONTRIBUTIONS**

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

Effective	H & W	Pension	Training	IF	BCRC
3/5/2012 – 5/31/2012	\$5.75	\$4.80	\$.50	\$.15	\$.08
6/1/2012 – 5/31/2013	\$6.00	\$5.20	\$.50	\$.15	\$.08
6/1/2013 – 5/31/2014	\$6.25	\$5.50	\$.50	\$.15	\$.08
6/1/2014 – 5/31/2015	\$6.50	\$5.75	\$.55	\$.15	\$.08
6/1/2015 – 5/31/2016	\$6.75	\$6.00	\$.55	\$.15	\$.08
6/1/2016 – 5/31/2017	\$7.00	\$6.25	\$.55	\$.15	\$.08

ARTICLE XXVIII

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 to 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.

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

- Building and Construction Laborers
- Scaffold Builders (other than for Plasterers)
- Ironworker Tenders
- Mechanic Tenders
- Civil Engineer Tenders and Surveyor Tenders
- Rodmen & Chainmen
- Signalmen & Flagmen
- Window Washers & Cleaners
- Waterboys & Toolhousemen
- Roofer's Tenders
- Railroad Workers
- Masonry Wall Washers (interior & exterior)
- Cement Finisher Tenders
- Carpenter Tenders
- Tenders of all other Crafts not listed
- Application of Curing Compound

All Portable Water Pumps with discharge up to three (3) inches
Sinking of wellpoints
Installation of Dewatering header systems
Installation of Landscaping Sprinkler System

A. Hourly Wage Rates

Effective	Wage
3/5/2012 – 5/31/2012	\$20.53
6/1/2012 – 5/31/2013	\$20.53
6/1/2013 – 5/31/2014	\$20.53
6/1/2014 – 5/31/2015	\$20.68
6/1/2015 – 5/31/2016	\$20.88
6/1/2016 – 5/31/2017	\$21.08

CATEGORY II. Shall include the following:

Waterproofing
Handling of Creosote Lumber or like treated material (excluding railroad material)
Asphalt Rakers & Lutemen
Kettlemen
Air Tool Operators and all pneumatic tool operators, air and electric vibrators and chipping hammer operators
Earth Compactors
Jackmen & Sheetmen working ditches deeper than six (6) feet in depth
Laborers working in ditches six (6) feet in depth or deeper
Assembly of Unicrete Pump
Tile Layers (sewer or field) & Sewer Pipe Layers (metallic or non-metallic)
Motor Driven wheelbarrows and concrete buggies
Hyster Operators
Pump Crete 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)
Screed Man or Screw Operator on Asphalt Paver
Chain Saw and Demolition Saw Operators
Concrete Conveyor Assemblers
Concrete Saw

A. Hourly Wage Rate

Effective	Wage
3/5/2012 – 5/31/2012	\$20.73
6/1/2012 – 5/31/2013	\$20.73
6/1/2013 – 5/31/2014	\$20.73
6/1/2014 – 5/31/2015	\$20.88
6/1/2015 – 5/31/2016	\$21.08
6/1/2016 – 5/31/2017	\$21.28

CATEGORY III. Shall include the following:

- Plaster Tenders
- Mason Tenders
- Water Blast Machine Operator
- Mortar Mixers
- Welders (acetylene or electric)
- Cutting Torch or Burner
- Cement Nozzle Laborers
- Cement Gun Operators
- Scaffold Builders when working for Plasterers
- Scaffold Builders when working for Masons

A. Hourly Wage Rate

Effective	Wage
3/5/2012 – 5/31/2012	\$21.03
6/1/2012 – 5/31/2013	\$21.03
6/1/2013 – 5/31/2014	\$21.03
6/1/2014 – 5/31/2015	\$21.18
6/1/2015 – 5/31/2016	\$21.38
6/1/2016 – 5/31/2017	\$21.58

CATEGORY IV. Shall cover the following:

- Laborer Foreman – shall receive seventy (.70) cents above the classification they are working under
- Hod Carrier Foreman – shall receive seventy (.70) cents above the classification they are working under
- General Foreman - shall receive one dollar (1.00) above the classification they are working under

A. Hourly Wage Rate

Effective	Laborer Foreman	Hod Carrier Foreman	Laborer General Foreman	Hod Carrier General Foreman
3/5/2012 – 5/31/2012	\$21.23	\$21.73	\$22.23	\$22.73
6/1/2012 – 5/31/2013	\$21.23	\$21.73	\$22.23	\$22.73
6/1/2013 – 5/31/2014	\$21.23	\$21.73	\$22.23	\$22.73
6/1/2014 – 5/31/2015	\$21.38	\$21.88	\$22.38	\$22.88
6/1/2015 – 5/31/2016	\$21.58	\$22.08	\$22.58	\$23.08
6/1/2016 – 5/31/2017	\$21.78	\$22.28	\$22.78	\$23.28

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:

Caisson and Tunnel Work in Compressed & Free Air

*On work performed under this Category, wages and conditions will be set forth in the Agreement by and between the Laborers’ International Union of North America and Midwest United States Underground Contractors’ Association of Chicago & Vicinity.

CATEGORY VI A. Shall cover the following:

- Laborer Specialist
- Concrete Finisher/Formsetter
- Fire Stop Installer
- Dynamite Men
- Drillers - air track or wagon drilling for explosives
- Asbestos Remover or Handler
- Lead based paint removal

A. Hourly Wage Rate

Effective	Wage
3/5/2012 – 5/31/2012	\$21.53
6/1/2012 – 5/31/2013	\$21.53
6/1/2013 – 5/31/2014	\$21.53
6/1/2014 – 5/31/2015	\$21.68
6/1/2015 – 5/31/2016	\$21.88
6/1/2016 – 5/31/2017	\$22.08

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:

- (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.

Wage Rates listed herein shall apply.

CATEGORY IX – Apprentices – Mandatory Apprentice Language

Section 1. New applicants for employment 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 Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

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:

	Hours of Credit	Wage Rate
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 XXIX

CASH DEPOSIT

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

Section 2. The Union may require an Employer to give the cash deposit provided 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 obligations 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 such cash deposit 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 give a cash deposit unless the conditions specified in the first sentence of this Section recur.

Section 3. A copy of such cash deposit will be turned over to the Laborers Fringe Benefit Funds showing that the Employer as principal and the indemnity company as surety are held and firmly bound unto the Laborers Fringe Benefit Funds, in the amount required by Section 1, as Trustee for that Employer's employees under this Agreement.

Section 4. Each cash deposit shall contain a provision requiring the surety to notify the Laborers Fringe Benefit Funds in the event of cancellation.

Section 5. Should the Employer fail or refuse to furnish such cash deposit upon demand, the Union shall reserve the right to strike and/or picket until such cash deposit is provided as requested.

Section 6. The cash deposit and any accrued interest shall be returned upon receipt of final report and payment by the Laborers Fringe Benefit Fund office after a period of time not to exceed ninety (90) days.

ARTICLE XXX

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 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 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 XXXI

MANAGEMENT RIGHTS

EMPLOYER and UNION agree that the EMPLOYER shall, at all times during the term of this Agreement, retain the sole and exclusive right to manage the affairs of its business and to direct its Employees in the performance of their duties. Such management rights shall include but are not limited to: the right to plan, direct, and control construction operations; the right to determine the amount of work needed, to change or modify schedules and working hours, to assign work, to assign foremen, to establish and adjust shifts, and to require overtime when necessary to meet the customer's requirements; the right to transfer or subcontract work; the right to establish reasonable work rules and regulations for the purposes of increasing efficiency, including rules for attendance, health and safety, dress, use of cell phones, smoking, appearance, and behavior/conduct; and the right to hire Employees, transfer Employees, suspend Employees, lay off Employees, and discharge Employees for just cause. This list of specific management rights shall not restrict or be construed as a waiver of any of the management rights not listed, except for those management rights that are specifically restricted by other provisions of this Agreement or by the National Labor Relations Act.

ARTICLE XXXII

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 Michiana Builders Association in any respect more favorable than a term of this Agreement, then at the option of Michiana Builders Association 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 Michiana Builders Association 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 Michiana Builders Association 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 XXXIII

MEMORANDUM OF MARKET RECOVERY

This Memorandum of Market Recovery, as negotiated by and between The Michiana Builders Association, hereinafter in this Agreement designated as the “Employer”, and the Laborers’ International Union of North America, State of Indiana District Council, acting on behalf of its affiliated Local Union #645, South Bend, Indiana, hereinafter in this Agreement designated as the “Union”, and shall apply insofar as Wage Rates are involved on Residential/Light Commercial Work.

Employers signing this Addendum must become signatory to the above mentioned Master Contract.

Section 1. It is understood that, before the start of a new project, the Contractor shall notify the Business Manager of Laborers’ International Union of North America, Local Union #645, as to the applicability of this Agreement before starting any project.

Section 2. SCOPE OF WORK

(1) This Agreement covers all work of a maintenance, residential, remodel, or light commercial nature and performed by the Employees of the Employer covered by this Agreement.

(2) This Agreement does not cover work in which there is a prevailing wage scale. Said work shall be done in accordance with the standard commercial agreement.

(3) The Union and the Employer understand the owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest standards and harmonious working conditions therein.

(4) This Agreement is to cover any building or construction project that the signatory Union and the signatory contractor mutually agree it is in the best interest of both parties to use this Agreement to insure Union craftsmen will be employed.

Section 3. DEFINITIONS

(1) Maintenance shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a property or other location related directly to said property.

(2) The word "Repair" used within the terms of this Agreement is work required to restore existing facilities to efficient operating condition.

(3) The word "Renovation" used within the terms of this Agreement is work required to improve and/or restore existing facilities defined as light commercial.

(4) The term "existing facilities" used within the terms of this Agreement is limited to a constructed unit already completed and previously occupied and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

(5) The term "Tenant Finish" used within the terms of this Agreement shall refer to the following: on offices, shops, warehouses, when the general contractor and/or construction manager has completed the contract on the main structure, then all remaining work can be done under this contract.

(6) The term "light commercial" used within the terms of this Agreement shall be all new construction such as work outlined below:

- a. Churches
- b. Funeral Homes
- c. Restaurants
- d. Warehouses (up to 25,000 square feet)

- e. Nursing Homes (2 story)
- f. Open-Faced Shopping Centers
- g. Economy Motels
- h. Renovation Work
- i. Individual Buildings Up to 25,000 Square Feet

(7) The word “residential” used within the terms of this Agreement shall refer to single family houses, multi-family units, condos, and any facility used for living quarters. Residential facilities with elevators are specifically excluded from this Agreement.

Section 4. OVERTIME AND HOLIDAYS

All work performed in excess of forty (40) hours per week, Monday through Saturday or in excess of eight (8) hours per day, shall be paid at the rate of time and one-half (1 ½). Work performed on Sunday and the following Holidays shall be paid at the rate of time and one-half (1 ½).

- | | |
|------------------|------------------------|
| New Year’s Day | Memorial Day |
| Fourth of July | Labor Day |
| Thanksgiving Day | Day After Thanksgiving |
| Christmas Day | |

Section 5. WAGES AND FRINGES

3/5/2012 to 5/31/2017	80% of basic wage in Master Contract and 100% fringe benefits in Master Contract
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All working conditions, classification differentials and other terms of the attached Agreement shall prevail in entirety on the herein mentioned type of projects.

Section 6. DURATION

This Agreement shall continue in full force and effect beginning March 5, 2012, up to and including May 31, 2017, and shall terminate unless either party notifies the other at least sixty (60) days prior to the termination date that a change is desired.

The Union and the Employer shall meet on or before _____, to evaluate this Agreement and make such adjustments as they mutually deem necessary.

ARTICLE XXXIV

INDEMNITY

The UNION agrees to defend, indemnify, and hold harmless the EMPLOYER from any and all claims, lawsuits, liability, expenses, damages, and/or attorneys’ fees arising from or related to the

EMPLOYER's compliance the Union Security and Dues Check-Off Clauses of this Collective Bargaining Agreement.

ARTICLE XXXV

EFFECTIVE DATE

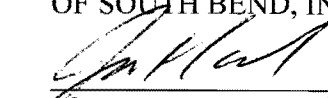
THIS AGREEMENT shall be in full force and effect from March 5, 2012, when ratified by a majority of the members of the Michiana Builders Association of South Bend, Indiana, and signed by the Laborers' International Union of North America, State of Indiana District Council, and shall continue in effect 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 5, 2012 by the following:

PARTY OF THE FIRST PART

**MICHIANA BUILDERS ASSOCIATION
OF SOUTH BEND, INDIANA**



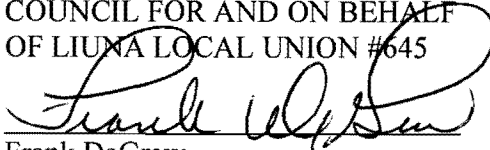
Jay Harwood, President
Michiana Builders Association



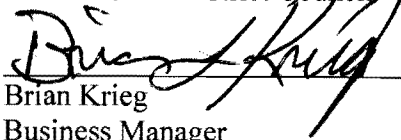
Chairman

PARTY OF THE SECOND PART

**LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA,
STATE OF INDIANA DISTRICT
COUNCIL FOR AND ON BEHALF
OF LIUNA LOCAL UNION #645**



Frank DeGraw
Secretary-Treasurer & Bus Mgr
LIUNA St IN District Council



Brian Krieg
Business Manager
LIUNA Local #645

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		