

AGREEMENT

BY AND BETWEEN

FOUR COUNTY HIGHWAY CONTRACTORS GROUP

and

LABORERS' INTERNATIONAL

UNION OF NORTH AMERICA

STATE OF INDIANA DISTRICT COUNCIL

FOR AND ON BEHALF OF ITS AFFILIATED LOCAL UNIONS

#41 & #81

APRIL 1, 2022

thru

MARCH 31, 2027

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FOUR COUNTY HIGHWAY AGREEMENT  
NEGOTIATED BY AND BETWEEN  
THE FOUR COUNTY HIGHWAY CONTRACTORS GROUP  
AND THE  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
STATE OF INDIANA DISTRICT COUNCIL  
FOR AND ON BEHALF OF  
LIUNA LOCALS #41 AND #81

THIS AGREEMENT is made and entered into by and between the Four County Highway Contractors Group (Four County Group), acting as a negotiating agent on behalf of its members specifically authorizing these negotiations, and subject to ratification by a majority of those members who have authorized the Four County Group to be the negotiating agent, Party of the First Part, known hereinafter as the "Employer", and Laborers' International Union of North America, State of Indiana District Council, acting for and on behalf of its affiliated Local Unions #41 and #81, Party of the Second Part, known hereinafter as the "Local Unions of Laborers' International Union of North America" or "Union".

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

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

## ARTICLE I - COVERAGE

**Section 1.** WORK COVERED – Work covered in this agreement shall encompass all work coming within the recognized jurisdiction of the Laborers' International Union of North America as set forth in their Manual of Jurisdiction, as amended in October, 1961, and by any amendments to this Manual, and as now included in Section One of the

“jurisdictional guidelines” booklet, adopted by the Laborers’ International Union of North America, State of Indiana District Council on the date of February 26, 1972. Provided, this booklet is solely for purposes of determining jurisdiction and is not intended to have any effect on work not covered by this agreement, particularly but not limited to Section 2 (b) of this Article (Article I).

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

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

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

(c) **UTILITY CONSTRUCTION** shall include all labor work (including skilled and semi-skilled) for the construction or an installation of utility lines, metallic and non-metallic (clay, terra-cotta, ironstone, vitrified concrete, cast iron, fibre-glass, orangeburg, transite, plastic, etc.), pipe for storm and sanitary sewers and drainage; water lines, water treatment plants; sewage treatment plants; pump stations; lift stations; cables; ducts; air-lines; gas lines; steam lines; conduit lines; making of joints; sheeting; trenching; manhole erectors; digging and backfilling of all ditches; cutting of streets and surfaces and refinishing of same; in free air or tunnel projects.

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

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

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

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

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

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

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

## **Section 2. EMPLOYEES COVERED**

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

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

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

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

### **Section 3. DEFINITIONS**

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

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

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

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

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

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

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

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

## **ARTICLE II - LABORER LEADMAN**

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

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

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

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

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

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

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

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

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

**Section 2.** Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees, who are members of the Union on the effective date of this Agreement may continue their membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union. All Employees, who are not members of the Union, and all persons who hereafter become Employees, shall become members of the Union on the eighth (8<sup>th</sup>) day following the beginning of their employment or on the eighth (8<sup>th</sup>) day following the effective date of this Agreement, whichever is later, and shall remain members of the Union to the extent of paying an initiation fee and the membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement. The provisions of this Section shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law.

**Section 3.** The Union shall notify the Employer by Certified Mail, directed to the main office of the Employer, of any default on the part of an Employee to pay his initiation fee



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

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

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

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

**Section 2.** The Authorization and Assignment of Working Dues shall be irrevocable for the period of one (1) year or until the termination of this Collective Bargaining Agreement, whichever period is less, unless written notice is given by the Employee to the Employer and to the Union, not more than sixty (60) days and not less than thirty (30) days before any periodic renewal date. In case no such notice is given, the Authorization shall continue in effect from year to year until such notice is given.

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

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

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

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

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

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

## **ARTICLE VII - WELFARE FUND**

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

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

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

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

**ARTICLE VIII - CONSTRUCTION WORKERS PENSION TRUST FUND  
LIUNA LOCALS #41 & #81**

**Section 1.** On work covered by this Agreement, the Employer agrees to pay into the Construction Workers Pension Trust Fund the amount in cents per hour as shown in Article XXXI. 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. The Employer may submit funds electronically.

**Section 2.** The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated June 1, 1960, establishing the Construction Workers Pension Trust Fund and Participating Employers and by any amendments to said Trust Agreement.

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

**ARTICLE IX - TRAINING TRUST FUND**

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

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

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

**ARTICLE X - CENTRAL LABORERS' ANNUITY FUND**

The undersigned Employer agrees to be bound by the Central Laborers' Annuity Fund's Agreement and Declaration of Trust, as amended, as though the Employer had actually signed the same. The undersigned Employer understands, accepts and acknowledges that the Trustees of the Annuity Fund have the right to make reasonable Rules and Regulations relating to the administration of the Fund (including, but not limited to, rules related to the payment of contributions and the Fund's rights and remedies to collect delinquent contributions). The undersigned Employer agrees to accept Annuity Fund's Rules and Regulations, as amended from time to time. The Employer may submit funds electronically.

**ARTICLE XI - CONSTRUCTION WORKERS OF LAKE COUNTY  
HEALTH REIMBURSEMENT ACCOUNT TRUST FUND  
LIUNA LOCALS #41 & #81**

**Section 1.** On work covered by this Agreement, the Employer agrees to pay into the Construction Workers of Lake County Health Reimbursement Account Trust Fund the amount in cents per hour as shown in Article XXXI. 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 Construction Workers of Lake County Health Reimbursement Account Trust Fund. The Employer may submit funds electronically.

**Section 2.** The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated June 1, 2015, establishing the Construction Workers of Lake County Health Reimbursement Account Trust Fund and by any amendments to said Trust Agreement.

**Section 3.** The Construction Workers of Lake County Health Reimbursement Account Trust Fund shall be administered in accordance with all provisions of applicable law.

**ARTICLE XII - POLITICAL ACTION COMMITTEE CHECK-OFF**

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

**ARTICLE XIII - INDUSTRY ADVANCEMENT FUND**

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

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

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

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

Section 4. If, during the effective dates of this Agreement, there is an increase in the required contributions to the CAF, as determined by their Board of Directors, the new contribution rate will be immediately recognized and paid by the Employer as part of their usual obligations. If an increase is necessary, notification must be received by the Indiana Laborers District Council on or before March 1<sup>st</sup> and will be effective June 1<sup>st</sup>.

#### **ARTICLE XIV - NOTIFICATION**

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

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

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

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

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

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

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

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

(e) If the Contractor elects Option 1, all hours worked by the Employee in excess of eight (8) hours in any one day (exclusive of lunch period) or over forty (40) hours in one work week (Monday through Friday) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

(f) If the Contractor elects Option 2, all hours worked by the Employee in excess of ten (10) hours in any one day (exclusive of lunch period) or over forty (40) hours in any one work week (Monday through Thursday) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

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

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

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

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

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

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

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

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

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

(i) The following holidays together with Sundays shall be considered as legal holidays: Labor Day, New Years Day, Memorial Day, Fourth of July, Thanksgiving Day and the day thereafter, and Christmas Day. (No work shall be performed on Labor Day except to save life or property). Work performed on these days shall be paid for at the rate of double time the regular rate of pay. Should any of the herein mentioned Holidays fall on Sunday, the following Monday shall be considered the Holiday.

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

(k) Employer shall furnish special wearing apparel, such as rain hats, coats and boots, to protect the Employees when working in inclement weather or adverse conditions but the Employer shall be permitted to charge any Employee for such wearing apparel, should the Employee fail to return any item issued to him as mentioned in this section.

(l) The Employees covered by this Agreement shall receive a thirty (30) minute uninterrupted lunch period between the hours of 11:00 a.m. and 1:00 p.m. When an Employee is required to work through the lunch period as stated above, the Employee shall be paid one and one-half (1 ½) times the regular rate of pay for the thirty (30) minutes of work through lunch.

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

Examples:

1. Laborers working a total of six (6) hours (stoppage due to inclement weather) including working through lunch period, shall be compensated the amount of five

and one-half (5 ½) hours at straight time rate plus one-half (1/2) hour at time and one-half (1 ½) for the lunch period.

2. Laborers working a total of eight (8) hours including working through lunch period, shall be compensated the amount of seven and one-half (7 ½) hours at straight time rate plus one-half (1/2) hour at time and one-half (1 ½) rate for the lunch period.

3. Laborers working a total of eight and one-half (8 ½) hours including working through the lunch period, shall be compensated the amount of eight (8) hours at straight time rate plus one-half (1/2) hour at time and one-half (1 ½) rate for the lunch period.

Laborers working a total ten (10) hours, including working through lunch period, shall be compensated the amount of eight (8) hours at straight time rate plus one-half (1/2) hour at time and one-half (1 ½) for the lunch period plus one and one-half (1 ½) hours at time and one-half (1 ½) rate for overtime.

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

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

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

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



## ARTICLE XVI - SHIFT WORK

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

**Section 2.** The first shift shall receive the established hourly wage rate set forth herein for eight (8) hours work. The second shift shall receive eight (8) hours pay at the regular established rate of pay for seven and one-half (7 ½) hours of actual work. The third shift shall receive eight (8) hours pay at the regular established rate of pay for seven (7) hours of actual work.

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

**Section 4.** When Employees are required to work overtime on the second shift, they shall be paid the established overtime rate of pay for all hours worked in excess of seven and one-half (7 ½) hours and in addition they will be paid for the one-half (1/2) bonus hour of each shift for the shift differential. Fringe benefit contributions shall be paid on the second shift bonus one-half (1/2) hour. When Employees are required to work overtime on the third shift, they shall be paid the established overtime rate of pay for all hours worked in excess of seven (7) hours and in addition they will be paid for the one (1) bonus hour of each shift for the shift differential. Fringe benefit contributions shall be paid on the third shift bonus eighth (8<sup>th</sup>) hour.

**Section 5.** If the first shift is the only shift and starts after 6:00 p.m., Employees will be paid one dollar and fifty cents (\$1.50) per hour over the regular established rate of pay.

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

## ARTICLE XVII - 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 Four County Group in any respect more favorable than a term of this Agreement, then at the option of Four County Group 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 Four County Group 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 Four County Group 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 XVIII - ESCAPE CLAUSE**

Except as provided in Article XXXVI this Agreement may be opened during the life of said Agreement by mutual agreement signed by the negotiating agents, which Agreement shall contain the matters to be considered, it being strictly understood and agreed that this clause will not be invoked to provide for change of wages or for more stringent working conditions to the economic detriment of the Party of the First Part. Neither will this clause be invoked for any purpose deemed detrimental to the State of Indiana District Council or any of its affiliated Local Unions.

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

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

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

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

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

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

## **ARTICLE XX - STEWARDS**

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

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

- (a) To insist that the provisions of this Agreement be complied with by the First and Second Parties.
- (b) To report to the Business Manager any question that he cannot settle with the Party of the First Part.
- (c) To report unsafe conditions to the Job Superintendent.

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

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

## **ARTICLE XXI - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XXIII - SAFETY**

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

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

## **ARTICLE XXIV - PRE-JOB CONFERENCE**

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

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

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

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

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

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

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

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

## **ARTICLE XXVII - GENERAL PROVISIONS**

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

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

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

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

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

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

**Section 7.** The Union shall notify Four County Group of all Employers who become signatory to this Agreement and the Four County Group will notify the Union of any new members of the Division, who have given the Division its bargaining rights and of any withdrawal by Division members.

#### **ARTICLE XXVIII - SUB-CONTRACTOR**

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

#### **ARTICLE XXIX - TUNNEL WORK**

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

#### **ARTICLE XXX - SAVINGS CLAUSE**

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

**ARTICLE XXXI - WAGES AND FRINGES**

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

<u>Effective</u>	<u>H &amp; W</u>	<u>Pension</u>	<u>Training</u>	<u>Annuity</u>	<u>HRA</u>	<u>CAF</u>	<u>BCRC</u>
4/1/2022 – 3/31/2023	\$7.25	\$13.28	\$0.45	\$2.50	\$0.15	\$0.15	\$0.13
4/1/2023 – 3/31/2024	Total Package Increase of \$2.10 to be allocated at a later date						
4/1/2024 – 3/31/2025	Total Package Increase of \$2.00 to be allocated at a later date						
4/1/2025 – 3/31/2026	Total Package Increase of \$2.00 to be allocated at a later date						
4/1/2026 – 3/31/2027	Total Package Increase of \$2.00 to be allocated at a later date						

**Section 2. Wages**

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

<u>Effective</u>	<u>Lake, Newton, Porter and</u>	
	<u>LaPorte Counties</u>	<u>Starke &amp; Jasper Counties</u>
4/1/2022 – 3/31/2023	\$31.74	\$28.97
4/1/2023 – 3/31/2024	TBD	TBD
4/1/2024 – 3/31/2025	TBD	TBD
4/1/2025 – 3/31/2026	TBD	TBD
4/1/2026 – 3/31/2027	TBD	TBD

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

For the purpose of Utility basic wage rates the State shall be divided into the following Zones:

Zone 1. Local 41 and Local 81, consisting of Lake, Newton and Jasper Counties.

Zone 1A. Local 81, Porter, Starke and LaPorte Counties.



Wages for the above listed Zones shall be as follows:

<u>Effective</u>	<u>Zone 1</u>	<u>Zone 1A</u>
4/1/2022 – 3/31/2023	\$32.57	\$32.22
4/1/2023 – 3/31/2024	TBD	TBD
4/1/2024 – 3/31/2025	TBD	TBD
4/1/2025 – 3/31/2026	TBD	TBD
4/1/2026 – 3/31/2027	TBD	TBD

The Union and the Employer agree that all Journeymen will be required to complete a minimum of 20 hours of skills upgrade training every two (2) years.

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

Construction Laborer  
Carpenter Tender  
Dingos  
Fence Erector  
Flagman  
Grade Checker  
Guard Rail Erector  
Continuous Steel Rod or Mat Installer  
Wire Mesh Layer  
Joint Man (Mortar, Mastic, and all other types)  
Lighting Installer (Permanent or Temporary)  
Lineman for Automatic Grade Maker on Paving Machine  
Mortar Man  
Multi-Gang Drill  
Multi-Plate Erector  
Remote-controlled Walk Behind Trench Rollers  
Rip-Rap Installer (All products and materials)  
Road Marking and Delineation Laborer  
Rodman and Chainman  
Setting and Placing of all Precast Concrete Products  
Sign Installation, including supporting structure  
Spraying, Rolling, Brushing of all Surface Sealers, Epoxies, Masonry Coatings,  
Curing Compounds, Cure and Seal products and other like materials on  
all surfaces, along with the surface preparation required  
Survey Crew Man  
Sod Layer  
Air Tool, Power Tool, and Power Equipment Operator  
Asphalt Lute Man  
Asphalt Raker Man

Batch Truck Dumper  
Bridge Hand Rail Erector  
Handler (Bulk or Bag Cement)  
Chain Saw Man  
Concrete Conveyor Assembly Man  
Concrete Puddler  
Concrete Rubber  
Concrete Saw Operator  
Eye Level  
Hand Blade Operator  
Hydro Seeder Man  
Laborer Instrument Man  
Motor Driven Georgia Buggy Operator  
Power Driven Compactor or Tamper Operator  
Power Saw Operator  
Pumpcrete Assembly Man  
Rebar Installer  
Sand Blaster Man  
Sealer Applicator for asphalt, toxic  
Setting and Placing Prestressed or Precast Concrete Structural Members  
Side Rail Setter for Sidewalks, Side Ditches, Radii, and Pavements  
Spreader Box Tender (Manual or Power Driven)  
Straw Blower Man  
Subsurface Drain and Culvert Pipe Layer  
Horizontal Boring and Jacking Man  
Jackman and Sheetman  
Pipe Grade Man  
Winch and Windlass Operator  
Conduit Installer  
Water Pumps

**CATEGORY II** shall include the following and shall be paid thirty cents (30¢) per hour above the basic rate:

Cutting Torch Burner  
Laser Beam Aligner  
Manhole Erector  
Water Line Installer – Temporary or Permanent  
Welders (Electric or Oxy-Acetylene)  
Hod Carriers (Tending Bricklayers)  
TV'ing and Associated Grouting of Utility Lines

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

Transverse and Longitudinal Hand Bull Float Man

Concrete Saw Joint Control Cutting  
Core Drill Operator (excluding testing)  
Air Track and Wagon Drillman  
Concrete Barrier Rail Form Setter  
Dynamite and Powder Man  
General Laborer Leadman  
Sewer Pipe Layer/Stormwater Pipe Layer  
Screed Man or Screw Man on Asphalt Paver

**CATEGORY IV** shall include the following and shall be paid fifty (50¢) cents per hour above the basic rate:

Laborer Leadman

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

Concrete Finisher/Form Setter  
Paving Transverse and Longitudinal Hand Bull Float Man

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

\$1.50 over tandem axle truck rate in Teamster Agreement

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

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

**CATEGORY VIII** shall include Watchman whose wage rates will be 65% of base rate. Fringe benefits will be paid on actual hours worked with a maximum of forty (40) hours per week.

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

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

New Railroad Work or Maintenance shall not be covered by this Agreement.

**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 UNIONS AND THE FOUR COUNTY GROUP for the purpose of making the contractors signatory to this Agreement more competitive in a market that is now beyond the realm of possibility and to create added jobs for the unemployed members of Laborers' International Union of North America, State of Indiana District Council for and on behalf of its affiliated Local Unions.

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

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

Provided that if a Market Recovery Agreement is reached between the Four County Group 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 XXI "Grievance Procedure" of the Master Agreement. All other terms and conditions of the Master Agreement shall apply.

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

It is agreed this Agreement shall be subject to review on or before March 1 of each year by a Committee appointed by the Laborers' International Union of North America, State of Indiana District Council for and on behalf of its affiliated Local Unions and the Four County Group 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 - BONDING

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

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

**Section 2.** The Fringe Benefit Funds may require an Employer to give and provide the surety bond provided for herein if at any time: (1) the Employer has been late fifteen (15) days or more in the payment of any of its monetary obligations under this Agreement; or (2) the Employer has been late in the payment of any such obligation two (2) consecutive times during the immediately preceding twelve (12) months; or (3) the Employer has not worked within the Union's geographical jurisdiction under this Agreement during any of the immediately preceding twelve (12) months.

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

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

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

## ARTICLE XXXIV - APPRENTICES

**Section 1.** New Applicants for employment with a signatory contractor who have fewer than 4,000 hours of experience as a Construction Craft Laborer (or alternatively, cannot demonstrate equivalent skills by achieving a satisfactory score in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC), shall, whenever practical, enter and be allowed to enter the Apprenticeship program on a non-discriminatory basis in accordance with the terms of the Apprenticeship Program. Any person entering, but failing to maintain and complete his or her apprenticeship, shall not be employed by the Employer as a Journeyworker under this Agreement. The failure of any Apprentice to maintain his or her apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

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

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

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

**Section 4.** The requirements for entry into the Apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, pursuant to requirements specified in the Apprenticeship Program which shall have the authority to grant accelerated credit where warranted by the performance of an individual Apprentice.

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

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

**Section 7.** An Apprentice should, whenever practical, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the Apprentice from job to job. Upon request the Employer will inform the JATC and Local Union of an Apprentice's job reassignments on a project.

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

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

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

## **ARTICLE XXXV - BCRC/DRUG TESTING**

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

**Section 2.** In all situations where an Employer is required to agree to a testing program in order to qualify to be the successful contractor on a project, testing may be required, in accordance with the standards of this program, or, if the owner's requirements for successful contractors are more stringent, in accordance with the owner's requirements. No adverse employment action shall be taken against a worker solely because he/she refused a job assignment that has a substance testing requirement.

**Section 3.** BCRC

- (a) The Association, the Union, various other Employer Associations, and various other unions are members of the Building and Construction Resource Center, Inc. (hereinafter "BCRC"), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.
- (b) Each Employer under this Agreement shall pay to BCRC the amount as specified in Article XXXI of this Agreement per hour worked by each of its Employees covered by this Agreement. Each Employer is obligated to make

such contributions, regardless of whether or not such Employer is a member of BCRC.

- (c) Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of the Health and Welfare and Pension payments required to be made by the Employer and thus, may be enforced in the same manner.
- (d) The Board of Directors of BCRC will have full audit authority of the Employer's books and records as they pertain to this contribution. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the BCRC, including attorney fees, court costs and audit expenses, incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the BCRC with interest charged at the rate of twelve percent (12%) per annum.
- (e) The Employees covered by this Agreement will abide by the provisions of the BCRC substance abuse program and policies.
- (f) If, during the effective dates of this Agreement, there is an increase in the required contributions to the BCRC as determined by their Board of Directors, the new contribution rate will be immediately recognized and paid by the Employer as part of their usual obligations. If an increase is necessary, notification must be received by the Indiana Laborers District Council on or before March 1<sup>st</sup> and will be effective June 1<sup>st</sup>.

#### **ARTICLE XXXVI - EFFECTIVE DATE**

THIS AGREEMENT shall be in full force and effect from April 1, 2022 when ratified by a majority of the Parties of the First Part and the duly authorized representative of the Party of the Second Part, State of Indiana District Council and continue for the period next ensuing, expiring as of March 31, 2027. This agreement may be re-opened to negotiate adjustments in economics, if and when Federal Davis Bacon Law or the Indiana State Prevailing Wage Law is repealed or modified to the extent that it would be a detriment to signatory contractors in being competitive on Highway, Bridge, Utility and Railroad projects.

It is agreed that prior to re-opening the agreement either Party may request, in writing, a joint meeting between the "Employers" and the "Union". This meeting shall take place within seven (7) days. After seven (7) days if no agreement has been agreed upon, then anytime thereafter a five (5) day advanced written notice may be given of desire to re-open the contract by either party.

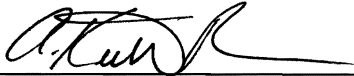


The parties shall have sixty (60) days from that date of notice to reach an agreement. If at the end of the sixty (60) day period no agreement has been agreed upon the contract shall expire on the next anniversary date. Each party shall have reserved to itself its' full economic and legal options, including but not limited to strike or lockout.

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

PARTY OF THE FIRST PART

FOUR COUNTY HIGHWAY  
CONTRACTORS GROUP  
c/o Rieth-Riley Construction Co., Inc.  
3626 Elkhart Road  
PO Box 477  
Goshen, Indiana 46527-0477



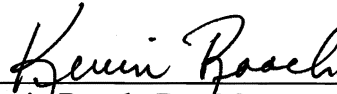
Keith Rose, Rieth-Riley Const. Co., Inc.

PARTY OF THE SECOND PART


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



David A. Frye, Secy-Treas & Bus Mgr  
LIUNA State of Indiana District Council



Kevin Roach, Bus Mgr  
LIUNA Local #41



Michael W. Campbell, Bus Mgr  
LIUNA Local #81

PARTY OF THE FIRST PART – “EMPLOYERS”

1. B & D Sewer, Inc.
2. Bowen Engineering Corp.
3. Crackers Demo, LLC
4. D & M Excavating, Inc.
5. deBoer Egolf Corporation
6. Delta III Inc.
7. James H. Drew Corporation
8. Dunnet Bay Construction Company
9. Dyer Construction Co., Inc.
10. E & B Paving, Inc.
11. Ellas Construction Co., LLC
12. Ellas Construction Co., Inc.
13. Fox Contractors Corp.
14. Gariup Construction Co., Inc.
15. Gough, Inc.
16. Grimmer Construction, Inc.
17. Hasse Construction Co., Inc.
18. HIS Constructors, Inc.
19. The Hoosier Company, Inc.
20. Insituform Technologies USA Inc.
21. LaPorte Construction Co., Inc.
22. C. Lee Construction Services, Inc.
23. G.E. Marshall, Inc.
24. McAllister General Contractors, Inc.
25. Alex Metz Sewers, Inc.
26. Midwest Mole, Inc.
27. Milestone Contractors, LP
28. Milestone Contractors North, Inc.
29. Pavey Excavating Co., Inc.
30. Pemberton Davis Electric, Inc.
31. Phend & Brown, Inc.
32. Rex Construction Company, Inc.
33. Rieth-Riley Construction Co., Inc.
34. Slusser’s Green Thumb, Inc.
35. Specialties Company, LLC
36. Superior Construction Co., Inc.
37. Woodruff & Sons, Inc.

DIRECTORY - LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
OFFICES

Laborers' International Union of North America  
905 - 16th Street Northwest  
Washington D C 20006-1765

Terence M. O'Sullivan, General President  
Armand E. Sabitoni, General Secretary-Treasurer

Laborers' International Union of North America  
Midwest Regional Office  
1 North Old State Capitol Plaza, Suite 525  
Springfield, IL 62701

John Penn, Vice President & Midwest Regional Manager

Laborers' International Union of North America  
State of Indiana

Robert Norrington, International Representative  
2645 Budd Road  
New Albany, IN 47150

## DIRECTORY - LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Laborers' International Union of North America  
State of Indiana District Council  
425 S 4th Street  
Terre Haute, IN 47807  
Phone (812) 235-6083  
Fax (812) 232-4420  
E-mail [inldc@inldc.org](mailto:inldc@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  
Donald Roach, Field Representative  
Brian Sparks, Field Representative  
550 Superior Avenue  
Munster IN 46321  
Phone (219) 924-7922  
Fax (219) 924-7388  
E-mail [local41@sbcglobal.net](mailto:local41@sbcglobal.net)  
Website [www.laborers41.com](http://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, Business Manager  
Corey Campbell, Field Representative  
Ron Dillingham, Field Representative  
Ramon Mendoza, Field Representative  
3502 Enterprise Ave  
Valparaiso, IN 46383  
Phone (219) 464-0695  
Phone (800) 858-7631  
Fax (219) 465-7682  
E-mail [liuna@laborers81.com](mailto:liuna@laborers81.com)  
Website: [www.laborers81.org](http://www.laborers81.org)