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62 pages

**HIGHWAY, HEAVY &
RAILROAD CONSTRUCTION
AGREEMENT**

between
**LABOR RELATIONS DIVISION OF
INDIANA CONSTRUCTORS, INC.**

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION 181**



April 1, 2004 to March 31, 2009

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OPERATING ENGINEERS
LOCAL UNION 181**



April 1, 2004 to March 31, 2009

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 181
700 N. Elm Street
Henderson, KY 42420**

DISTRICT OFFICES

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P.O. Box 34
Henderson, KY 42419
Phone (270) 826-2704

District Two
6500 Interchange Rd. N
Evansville, IN 47715
Phone (812) 474-1811

District Three
2902 Crittenden Drive
Louisville, KY 40209
Phone (502) 636-1476

District Four
121 Cherrybark
Lexington, KY 40503
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P.O. Box 1034
Paducah, KY 42001
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**AGREEMENT BY AND BETWEEN
LABOR RELATIONS DIVISION OF
INDIANA CONSTRUCTORS, INC.
and
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 181**

THIS AGREEMENT is made and entered into by and between the Labor Relations Division of Indiana Constructors, Inc., acting as negotiating agent on behalf of members of the Division who sign this Agreement or a facsimile thereof, party of the first part, know hereinafter as "EMPLOYER," and the Operating Engineers Local Union 181, party of the second part, known hereinafter as the "OPERATING ENGINEERS LOCAL " or " UNION."

It is agreed and understood that said negotiating agent, "EMPLOYER," shall in no event be bound as principal or be held liable as negotiating agent or as principal in any manner for any breach of this contract by any of the parties hereto.

It is further agreed that the liability of the Employers who accept, adopt, and sign this Agreement, or facsimile thereof, shall be several, and not joint, and that the liability of the Operating Engineers Local, herein named, shall be joint.

1. BARGAINING AGENT. The Employee and Employees recognize the Union as the sole and

For purposes of this paragraph, "job site equipment repairs and maintenance" shall include equipment repairs and maintenance performed at a location established for the sole purpose of repairing and maintaining equipment for a specific job in question. For purposes of this paragraph, "other job site work" shall include work performed at a location within reasonable proximity to the job in question and for the sole purpose of performing part of that job.

6. HIGHWAY CONSTRUCTION shall include construction, modifications, snow removal, additions or repairs of roads and streets and construction incidental thereto, including necessary demolition and site clearing; alleys, guard rails, fences, parkways, parking areas, airports, bridle and bicycle paths, athletic areas, highway bridges, grade separations involving highways, sewers, water lines and underground utilities incidental to street and highway improvements.

Airports as used herein shall mean airports and flight strips, grading, drainage, and paving, exclusive of building construction.

EXCLUSIONS. It is understood that the work coverage in this Article 6, except as relates to airports, shall not be construed to apply in or on government defense projects, nor shall it be construed to apply to industrial or commercial projects, except as relates to airports and/or housing projects.

7. HEAVY CONSTRUCTION AND RAILROAD CONTRACTING shall include the construction, or modification, or addition, or repair of railroad construction projects, railroad spurs, railroad bridges, train wrecks, grade separation involving a railroad, pile driving, piers, abutments, retaining walls, viaducts, pedestrian tunnels, subways, track elevation (excluding new elevated railroads), elevated highways, drainage projects, irrigation projects,

flood control projects, reclamation projects, reservoirs, dams, exclusive of dams and work incidental thereto on the Ohio River let by the Corps of Engineers, dikes, levees, revetments, channels, channel cut-offs, dredging projects and jetties; 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, not including any such work let as a building contract.

EXCLUSIONS. It is understood that the work coverage in this Article 7 shall not be construed to apply in or on government defense projects and/or industrial or commercial projects.

8. DEFINITIONS. An industrial project shall mean all work done on the premises of the owner building such industrial plant.

A commercial project shall mean all work done on the premises of the owner building such commercial establishment. Educational facilities shall be included in commercial classifications.

9. LOCAL PRODUCTION OF MATERIALS, whether such materials are produced by the contractor himself, for his own use, or for him by contract with another, is construed to be the production of materials with plants established, or reopened or to be established, in the vicinity of the work for the sole purpose of supplying materials to be incorporated into the work on a designated project or projects.

For the purpose of this paragraph Local Production of Materials shall include such concrete plants, asphalt plants, gravel and stone crushing plants, sand producing plants, and sub-base material operations.

Apprenticeship Training contributions, the arbitration procedure herein provided for shall become inoperative and the Union shall have the right to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

Articles 11 and 12 shall be inoperative if the amount of wages and/or fringe benefits is bonafidely disputed. In such instance, the Employer shall then pay the wages and/or fringe benefits admitted to be due and the balance shall be settled by the arbitration procedure as provided herein.

13. UNION SECURITY. All employees covered by this Agreement shall be required as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union within eight (8) days following the beginning of their employment or the effective date of this clause, or the signing of this Agreement, whichever is the later, provided, however, if the employee is employed solely in the Local Production of Materials and does no work at the job site, the word "eight (8)" shall, as to such employee, read "thirty-one (31)." This clause shall be enforceable to the extent permitted by law.

The Union recognizes its obligation and therefore assumes full responsibility to every employee discharged under the provisions of the article last above set out as a result of a written request from the Union to the Individual Employer of the employee.

Any employee discharged under the provisions of Article 13 while actively employed shall, before registering in a Referral Office for dispatch under this Agreement, tender to the Union the full initiation or reinstatement fee and current quarterly dues, and the Union shall issue receipt therefore. Upon presentation of such receipt to a Referral Office as evi-

dence of such tender, the employee shall be permitted to register as if he had never been discharged for such non-payment.

14. WELFARE FUNDS. On work covered by this Agreement within the territorial jurisdiction of Local 181, the Employer agrees to pay, during the term of this Agreement, into the welfare fund of the respective local on the following basis:

Effective April 1, 2004, and thereafter during the life of this Agreement or any extension of same, the Employer shall pay to the International Union of Operating Engineers, Local 181, Health and Welfare Fund, the sum of four dollars and seventy-five cents (\$4.75) per hour for each hour worked or paid for by employees covered by this Agreement when they are employed in the territorial jurisdiction of Local 181. Aforesaid contributions shall be paid by the fifteenth (15th) of the month following the month of accrual and failure to pay by the thirtieth (30th) of the month shall be considered a violation of this Agreement. The welfare fund shall be administered in accordance with the provisions of applicable law.

Contributions to the welfare fund shall not be deemed wages due the employee.

Each Employer, signatory to or bound by this Agreement, agrees that his firm, partnership, or corporation shall and does hereby become an "Employer" under the terms of the Agreement and Declaration of Trust forming the International Union of Operating Engineers Local 181 Health and Welfare Trust Fund, the effective date of said Agreement and Declaration of Trust being April 1, 1968. Said Employer further agrees to abide by all provisions, rules and regulations set forth in such Agreement and in the By-laws made by the authori-

ty thereof.

Upon written notice to the Employer from the Union at least 60 days prior to April 1, 2005, April 2006, April 1, 2007 and April 1, 2008, the Employer agrees to increase its hourly contributions to the aforesaid Health and Welfare Fund in the amount specified by the Board of Trustees of the Health and Welfare Fund. The hourly wage scale then scheduled to go into effect shall be lowered in an amount equal to the increase in the hourly contributions to the Health and Welfare Fund.

15. PENSIONS. On work covered by this Agreement the Employer agrees to pay into the pension fund of Local Union 181 on the following mutually exclusive basis.

Effective April 1, 2004, and thereafter during the life of this Agreement and any extension thereof, the Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of four dollars and fifty cents (\$4.50) per hour for each hour worked or paid for while working in the territorial jurisdiction of Local 181. Said payments shall be made on the dates, in the manner, and form, and in accordance with the rules and regulations as adopted by the Trustees of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Contributions to the Pension Fund shall not be deemed wages due the employee.

All welfare and pension funds, as set out in Articles 14 and 15 shall be administered in accordance with the provisions of applicable law.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the *Pension Trust Agreement that governs the Pension Fund* described above as if the Trust Agreement was set forth in full herein.

Upon written notice to the Employer from the Union at least 60 days prior to April 1, 2005, April 1, 2006, April 1, 2007 and April 1, 2008, the Employer agrees to increase its hourly contributions to the aforesaid Pension Fund in the amount specified by said notice. The hourly wage scale then scheduled to go into effect shall be lowered in an amount equal to the increase in the hourly contribution to the Pension Fund.

16. APPRENTICESHIP AND TRAINING FUND.

It is mutually agreed that the International Union of Operating Engineers Local 181 Apprenticeship and Training Fund, registered with the Bureau of Apprenticeship and Training and the U.S. Department of Labor is a part of this Agreement as if set forth herein.

It is agreed that effective April 1, 2004, each Employer signatory to this Agreement, or facsimile thereof, will contribute to the Operating Engineers Local 181 Apprenticeship and Training Fund forty cents (\$.40) per hour for each hour worked or paid for on all employees covered by this Agreement. Employer contributions shall be paid by the fifteenth (15th) of the month following the month of accrual and failure to pay by the thirtieth (30th) of said month shall be considered a violation of this Agreement.

Upon written notice to the Employer from the Union at least 60 days prior to April 1, 2005, April 1, 2006, April 1, 2007 and April 1, 2008, the Employer

agrees to increase its hourly contributions to the aforesaid Apprenticeship and Training Fund in the amount specified by said notice. The hourly wage scale then scheduled to go into effect shall be lowered in an amount equal to the increase in the hourly contribution to the Apprenticeship and Training Fund.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Apprenticeship Agreement and Declaration of Trust governing the Apprenticeship Fund described above, as if the Trust Agreement were set forth in full herein.

All Health and Welfare, Pension and Apprenticeship and Training hourly contributions are due and payable at the Fund Office, International Union of Operating Engineers Local 181, P.O. Box 1179, Henderson, Kentucky 42419-1179.

17. HIRING. When the Employer performs work covered by this Agreement in the area covered by Local Union No. 181, the following shall apply:

The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices set out in the Union "HIRING PROCEDURE" as set forth in full herein, with the following provisions:

An employee covered by this Agreement shall be considered to have been hired and employed in Indiana. For all purposes, the employment of such person shall be governed by the laws of Indiana.

The Union and the Employer recognize that the

Union is in a position to aid the Employer in recruiting needed employees who can promote the efficiency and safety of the operation of the Employers. The Employer agrees to notify the Union when new, additional or replacement employees are needed.

The Union agrees to refer duly qualified applicants upon a non-discriminatory basis when so notified, and when furnishing same, shall do so in accordance with the minority percentages required of the Employer by the various federal agencies. (Inability to do so does not constitute a breach of contract by the Union.) The decision with regard to the hire and tenure of all employees shall be made by the Employer. The Employer shall be the sole judge as to the qualifications of any applicant for employment.

Except as otherwise indicated above, the Employer and the Union agree to the following Hiring Procedure for employees covered by this Agreement.

The Employer shall give the Union twenty-four (24) hours notice of its needs for workmen.

18. HIRING PROCEDURE. This hiring procedure agreement is entered into between _____ (hereinafter referred to as the Employer) and Local Union 181, International Union of Operating Engineers (hereinafter referred to as the Union) in order to provide the Employer with a means of securing an efficient and competent working force on a non-discriminatory basis, and in order to minimize the evils of casual employment by securing a fair distribution of work among the workers represented by the Union. To

these ends the Employer and the Union agree as follows:

(A) The Employer shall give the Union twenty-four (24) hours notice of its need for workmen, and within such twenty-four (24) hour period shall not hire persons not referred by the Union. If, however, the Union fails to refer workers within such twenty-four (24) hour period after having been notified to do so, the Employer shall have the right to hire persons not referred by the Union.

(B) In notifying the Union of its need for workers, the Employer shall specify to the Union (a) the number of workers required, (b) the location of the project, and (c) the nature and type of construction involved, (d) the work to be performed, and (e) such other information as may be necessary to enable the Union to make proper referral of applicants.

(C) The Employer shall have the right to determine the competency and qualifications of men referred by the Union, and the right to hire or not hire accordingly.

(D) The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies, or requirements.

(E) The Union shall register and refer all applicants for employment on the basis of the priority groups listed below. Each applicant shall be registered in the highest priority group for which he qualifies.

GROUP A - All applicants who have worked as Operating Engineers for the past four (4) years; have been employed for an aggregate time of at least one (1) year during the last four (4) years by Employers who are parties to Collective Bargaining Agreements with the Union, not containing discriminatory referral provisions; and who have maintained residence for the past year within the geographical area constituting the normal construction labor market (as hereinafter defined).

GROUP B - All applicants for employment who have worked as Operating Engineers for the past four (4) years and have been employed for an aggregate time of at least six (6) months during the past four (4) years by Employers who are parties to Collective Bargaining Agreements with the Union, not containing discriminatory referral provisions.

GROUP C - All applicants for employment who have worked as Operating Engineers for the past two (2) years and who have maintained residence for the past year within the geographical area constituting the normal construction labor market (hereinafter defined).

GROUP D - All applicants for employment who have worked as Operating Engineers for one (1) year.

GROUP E - All Other applicants for employment.

(F) The Union shall maintain a separate list for each of the five (5) Groups set forth above, and shall list the applicants within each Group in the

order in which they register as available for employment.

(G) In referring applicants to the Employer, the Union shall first refer applicants in Group A in the order of their places on the list, and then refer applicants in the same manner successively from the lists for Groups B, C, etc. Any applicant who is rejected by the Employer shall be restored to his place on the list for his Group. When a registrant is referred for employment and is actually employed on a job for more than five (5) days, such registrant's name shall be removed from the list. When his employment terminates, he shall be registered at the bottom of the appropriate Group list on which he is entitled to be registered. If a registrant, upon being referred for employment in regular order, refuses to accept the employment, such registrant's name shall be placed at the bottom of the Group list on which he is registered.

(H) Re-registration for referral shall be accepted by the Union at any time during its customary office hours. New registrations shall be accepted by the Union at least once each week during office hours. Reasonable notice of new registration periods shall be posted by the Union in the union office and in any other place where notices to employees and applicants for employment are customarily posted.

(I) The Union will use its best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the Employer but assumes no obligation or responsibility for failure to locate such applicant.

(J) The priorities of referral set forth in Article 5

above shall be followed except that in cases where the Employer requires and calls for employees possessing special skills and abilities, the Union shall pass over any applicants on the register not possessing such special skills and abilities. The Employer shall request only men who are registered out of work in Group A only, and they shall have been a former employee who has worked for the requesting Employer in the past year in the geographical area. All requests shall be in writing. Applicant must have been on the referral register at least five (5) days before employee can be requested by the Employer. If an employee is called back to the same Employer within five (5) working days, such employment shall be considered continuous employment and shall be counted as such. In cases where the Union does not have twenty-four (24) or more hours to fill an order for referral for a few-day job (5 or less days) the Union may pass over applicants on the register in order to promptly fill the order.

(K) The Union shall require all job applicants who have not previously registered to submit a resume of experience and qualifications.

(L) In the event any job applicant is aggrieved with respect to the functioning of this hiring Agreement, he may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of registration and referral a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer-Representative, a Union-Representative and an impartial Chairman appointed jointly by the Employer and Union, shall consider such griev-

ance and render decisions which shall be binding.

The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with the Agreement.

(M) The Union and the Employer shall post in places, where notices to employees and applicants for employment are customarily posted, all provisions of this hiring hall Agreement.

(N) Definitions

- (1) "Normal construction labor market" is defined to mean the following geographical area:

All of Kentucky with the exception of Boone, Kenton, Campbell, and Pendleton Counties. The following counties in the State of Indiana:

Bartholomew	Brown	Clark	Crawford
Dearborn	Decatur	Dubois	Floyd
Franklin	Gibson	Harrison	Jackson
Jefferson	Jennings	Lawrence	Martin
Ohio	Orange	Perry	Pike
Posey	Ripley	Scott	Spencer
Switzerland	Vanderburgh	Warrick	Washington

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

- (2) Resident - means a person who has maintained his home in the above defined geographical area for a period of not less than one (1) year or who, having a permanent home in this area, has temporarily left with the intention of returning to his permanent home.
- (0) Any actions taken by employees or others resulting from the administration of the Hiring Hall will not result in any liability of any kind to any Employer covered by this Agreement.

Local No. 181 of the International Union of Operating Engineers has in effect with certain Employers a "Hiring Procedure" by which it refers applicants for employment to said Employers. Copies of this "Hiring Procedure" are posted in the Local Union offices available to all interested parties. They are also posted on all jobs and projects where they are in effect, provided that the Employer has made available a place for their posting.

This "Hiring Procedure" provides that "Registrations for referral shall be accepted by the Union at any time during its customary office hours. New registration shall be accepted by the Union at least once each week during office hours. Reasonable notice of new registration periods shall be posted by the Union in the union offices and in any other place where notices to employees and applicants for employment are customarily posted."

- District 1 - 700 N. Elm St., Henderson, KY 42420
District 2 - 6500 Interchange Rd. N Evansville, IN 47715
District 3 - 2902 Crittenden Dr., Louisville, KY 40209
District 4 - 121 Cherrybark, Lexington, KY 40503
District 5 - 924 Clark St., Paducah, KY 42001
District 6 - 2151 Greenup Avenue, Ashland, KY 41101

19. CONTINUITY OF EMPLOYMENT. To safeguard continuity of employment and thus protect unemployment insurance for employees, it is agreed that the Union shall not have the right to transfer Operators or Assistant to Engineer from one Employer to another, or to replace an employed Operator or Assistant to Engineer with another unless the Employer agrees to do so; provided, however, that the foregoing shall not permit the Union and/or the Employer, whether acting singly or in concert, by agreement or otherwise, to base any transfer or replacement upon membership or non-membership in the Union or upon any obligation or aspect thereof.

20. HEALTH AND SAFETY. The Employer shall furnish suitable shelter to protect the Engineer and Assistant to Engineer from falling materials and from the elements, such as hard hats, winter fans, heat houses, and umbrellas or canopies. The Employer shall furnish drinking water facilities and toilet facilities in compliance with the Indiana State Safety Code for the Construction Industry. It is further agreed that when the temperature on the job exceeds 65 degrees the Employer shall furnish pure iced water of 65 degrees or less, all in clean sanitary containers with disposable drinking cups.

The Employer shall maintain adequate first aid kit on all jobs where employees covered by this Agreement are employed and such kit shall be made easily accessible and available at all times.

Injuries of any nature whatsoever shall be reported by employees to their supervisor and all employees injured while at work will cooperate with their supervisors in making out accident reports as soon as possible after medical attention is given.

In case of injury sustained by an employee in the course of employment and requiring immediate medical attention, the Employer shall provide necessary transportation to the physician's office, clinic or hospital, and to the employee's home, if necessary. If the employee returns to work on the same day, he shall suffer no loss of time, and if sent home or to the hospital, shall be paid for the balance of the day's work period in which the injury was sustained. In no case shall such employee suffer loss of time when required to leave his job for treatment of three (3) hours or less for further treatment of such injury and the Employer will continue paying Health & Welfare contributions. Such contributions shall not exceed four (4) months.

21. COMPENSATION INSURANCE. The Employer shall carry Workmen's Compensation Insurance with a company authorized to do business under the applicable state laws and regulations, and shall, in addition, pay the tax necessary to secure for all such employees the benefits of the Indiana Unemployment Compensation Insurance Act irrespective of the number of employees employed.

22. PRE-JOB CONFERENCE. Every Employer who is or becomes a party to this Agreement shall notify the appropriate Referral Office of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers on any project within the jurisdiction of the Operating Engineers on any project within the territorial jurisdiction of the Union, and the Employer

shall inform the Union of the nature and classifications of Operating Engineers estimated to be required on the said project. The Employer shall meet with the Business Representative of the Union at a date, time, and place mutually agreeable for the purpose of holding a Pre-Job Conference. If an Employer wishes to request particular Key Operators for a project, it shall be discussed at the Pre-Job Conference. If, at a later date, work on said job or project is suspended for any length of time (such as winter months) or night shift is required, an additional Job Conference may be held, if requested, prior to the resuming of work or starting or night shift. In case of an emergency situation, the Employer may notify the Union of same, and the Employer and the Union may meet at a later date for the Pre-Job Conference. All Pre-Job Conferences shall be reduced to writing, on the form attached hereto as Exhibit A, and signed by both parties. At such Pre-Job Conference, the Employer shall make arrangements for the referral of employees to the project in accordance with the contractual referral provisions.

KEY MAN. Employer may request that his KEY MAN perform work on any project on work covered by this Agreement. KEY MAN shall be a member of the Operating Engineers, but may be affiliated with another local. Request for this KEY MAN shall be made by the Employer at the Pre-Job Conference, and approval of this request shall not be unreasonably withheld by the Union provided, however, the first Operating Engineer on the project shall be a member of IUOE Local 181.

Further, the Union recognizes that in appropriate

SCHEDULE "A"

Employees employed on the named machines or classifications as set out in this Schedule "A" shall be employed at the rates per hour for wages, health and welfare, pension and training as hereinafter in Class A, B. and C and the appropriate Apprentice Schedule.

CLASS A

Air Compressor in Manifold with throttle valves
Asphalt Plant Engineer
Auto Grade or similar type machine
Auto Patrol
Backhoe - all
Ballast Regulator (R.R.)
Bituminous Mixer
Bituminous Paver
Bituminous Plant Engineer
Bulldozer
Caisson Drilling Machine

Cherry Picker - all
Chip Spreader - self propelled
Cold Grinder or similar type equipment
Concrete Mixer - 21 cu. ft. or over
Concrete Pump - truck mounted
Core Drilling Machine
Crane or Derrick with any attachment including: clamshell, dragline, shovel, backhoe, etc.
Dredge Operator
Drilling Machine on which the drill is an integral part
(continued)

Earth Mover - rubber tired, (paddle wheel, 619, 631, TS24, or similar type)

Earth Mover - rubber tired, tandem 50 cents per hour additional

Elevating Grader

Endloader - hiliift shovel

P.C.C. Formless Paver

Gator Tiller

Gradeall

Gravel Processing Plant, portable

Guardrail Post Driver Operator

Head Greaser

Hiliift Shovel - endloader

Hoist, 2-drums and over

Helicopter - Crew

Hydraulic Boom Truck (Pittman)

Hydraulic Boom Truck

Hydro-demolition equipment

Keystone (Skimmer Scoop)

Laser Screed

Loader - self propelled (belt chain wheel)

Locomotive Operator

Mechanic

Milling Machine

Mucking Machine

Multi-bank Drill Operator

Panel Board Concrete Plant-central mix type

Paver - Hetherington

Pile Driver - skid or crawler

Road Paving Mixer

Rock Breaking Plant

Rock Crushing Plant - portable

Rock Trenching Machine

Roller - Asphalt, Waterbound Macadam,

Bituminous Macadam, Brick Surface

Roller - with dozer blade

Root Rake - tractor mounted

Seaman Tiller

Self Propelled Hydraulic Drill

(continued)

Self Propelled Widener
 Spider or Snorkel Crane
 Stump Remover - Tractor Mounted
 Surface Heater and Planer
 Tandem Push Tractor - 50 cents per hour
 additional
 Tractor - boom, wench, or hoe head
 Tractor - push
 Tractor with scoop

Tractor Mounted Spreader
 Tree Mover
 Trench Machine (over 24")
 Tug Boat Operator
 Welder
 Well Drilling Machine

Class A Wages

EFFECTIVE DATE	WAGES	H/W	PENS.	TRNG.	ICIAF	SAT	GROSS
April 1, 2004	\$23.50	4.75	4.50	.40	.13	.03	\$33.31
April 1, 2005	23.95	5.25	4.75	.40	.13	.03	\$34.51
April 1, 2006	24.70	5.75	4.75	.40	.13	.03	\$35.76
April 1, 2007					.13	.03	\$37.01
April 1, 2008					.13	.03	\$38.26

CLASS B

Air Compressor with throttle valve or
Clever Brooks type combination
Articulating Dump Truck or similar (off road)
Backfiller
Base Paver - Jersey or similar type machine
Broom, self-propelled
Bull Float
Concrete Finishing Machine
Concrete Mesh Depressor - independently operated
Concrete Spreader - Power Driven
Dredge Engineer
Excavator Loader - portable
Fireman - on boiler
Forklift - regardless of ton
Hoist - 1 drum
Mesh or Steel Placer
Minor Equipment Operator - 5 pcs.
Multiple tamping machine (R.R.)
P.C.C. Concrete Placer

Paving Breaker
Pull Grader, power controlled
Refrigerating Machine - freezing operation
Roller - earth and sub-base material
Ross Carrier (straddle buggy)
Sheepfoot roller - self propelled without blade
Tamper - Multiple Vibrating, Asphalt, Water-
bound Macadam, Bituminous Macadam,
Brick Surface
Tamper - Multiple Vibrating, earth and sub-
base material
Telescoping Rock Spreader
Trench Machine, 24" and under
Tube Float
Well Point System
Widener - Apsco or similar type
Wench Truck with A-Frame

Class B Wages

EFFECTIVE DATE	WAGES	H/W	PENS.	TRNG.	ICIAF	SAT	GROSS
April 1, 2004	\$20.95	4.75	4.50	.40	.13	.03	\$30.76
April 1, 2005	21.40	5.25	4.75	.40	.13	.03	\$31.96
April 1, 2006	22.15	5.75	4.75	.40	.13	.03	\$33.21
April 1, 2007					.13	.03	\$34.46
April 1, 2008					.13	.03	\$35.71

CLASS C

Air Compressor	Farm Tractor-incl. farm tractor w/all attachments except backhoe, hilift endloaders
Assistant to Engineer - Oiler	Form Grader
Assistant Plant Engineer	Form Tamper, motor driven
Automatic Dry Batch Plant	Generator
Bituminous Distributor	Greaser Helper
Bituminous Patching Tamper	Gunite Machine
Belt Spreader	Hetherington Driver
Broom and Belt Machine	Hetherington Helper
Brush Burner	Hydra Seeder
Chair Cart - self-propelled	Mechanic's Helper
Coleman Type Screen	Mechanical Heater
Cold Grinder Oiler	Minor Equipment Operator, 1 thru 4 pcs.
Concrete Mixer - less than 21 cu. ft.	Outboard or Inboard Motor Boat
Conveyor, portable	Power Curing Spraying Machine
Curb Machine	Power Saw - concrete, power driven
Deckhand	Pug Mill
Digger, post hole, power driven	Pull Broom, power type

(continued)

Slurry Seal Machine
 Spike Machine
 Spreader
 Straw Blower or Brush Mulcher
 Stripe Removal Machine
 Striping Machine - paint, motor driven

Sub Grader
 Throttle Valve
 Tractaire with drill
 Truck Crane and Multi-Drill Oiler-Driver
 Water Pump

Class C Wages

EFFECTIVE DATE	WAGES	H/W	PENS.	TRNG.	ICIAF	SAT	GROSS
April 1, 2004	\$18.92	4.75	4.50	.40	.13	.03	\$28.73
April 1, 2005	19.37	5.25	4.75	.40	.13	.03	\$29.93
April 1, 2006	20.12	5.75	4.75	.40	.13	.03	\$31.18
April 1, 2007					.13	.03	\$32.43
April 1, 2008					.13	.03	\$33.68

Combination Rate shall mean fifty cents (.50) per hour above the basic hourly rate of pay.

The rates of pay for Local 181 Apprentices are based upon Class A wage rates as established in this Collective Bargaining Agreement. The percentage figures are based on the following six (6) steps:

0 to 1000 hours	60%	-	1st step
1001 to 1999 hours	65%	-	2nd step
2000 to 2999 hours	70%	-	3rd step
3000 to 3999 hours	75%	-	4th step
4000 to 4999 hours	80%	-	5th step
5000 to 6000 hours	90%	-	6th step

At no time will the apprentice rate be less than the pay in Class C or any more than the classification of the machine he is operating, unless it is authorized by the Union.

circumstances there is a need to move Key Men from one local jurisdiction to another as recognized by the Agreement of the Locals of the International Union of Operating Engineers, which comprise the North Central States Conference.

23. ACCESS TO JOB. Authorized representatives of the Local and International Unions shall have access to jobs where employees covered by this Agreement are employed to consult with the superintendent, steward or employees, providing the representatives comply with Employers and/or owners safety rules and regulations.

24. SUB-CONTRACTORS. The Employer agrees that he, or any of his sub-contractors shall not sub-contract any work coming within the occupational jurisdiction of the Operating Engineers Union, at the site of construction, except to a person, firm, or corporation willing to become a party to this labor Agreement. The Union agrees that any and all sub-contractors will be given an opportunity to sign this Agreement. DBE and WBE firms must be willing to become party to a labor Agreement.

25. SHIFT PROVISIONS. All provisions of the Agreement shall apply equally to all shifts with exceptions noted in Articles 27 and 28. It is further agreed that there shall be no split shifts, nor shall an employee be required to work alone on a second or third shift if working alone would be considered hazardous; provided, however, that the purpose of this last mentioned provision is for safety alone and shall not be interpreted to require the employment of an additional engineer.

Shift provisions for projects set up on an **8-Hour Shift Schedule** at the Pre-Job Conference: Articles 26, 27, and 28 of this Agreement shall apply.

Shift provisions for projects set up on a 10-Hour Shift Schedule at the Pre-Job Conference:

If at the Pre-Job Conference the contractor elects to work on a 10-hour shift basis, the Employer shall continue this schedule except during November, December, January, February and March, during which months he may elect to work the 8-hour shifts in compliance with Articles 26, 27, and 28.

A. Single Shift. The Employer may work four (4) 10-hour shifts before overtime is paid and may use Friday as a "make-up" day provided that all work beyond ten (10) hours per day or forty (40) hours per week or all work on Saturday is paid at the time and one-half 1-1/2 rate. Friday may be used as a make-up day only for inclement weather or in weeks with a holiday falling Monday through Thursday; otherwise time worked on Friday will be paid at the time and one-half (1-1/2) rate.

The regular work day shall consist of ten (10) consecutive hours commencing at 7:00 a.m., unless otherwise mutually agreed upon, with a meal period of one-half (1/2) hour on the employee's time at mid-point of shift.

The starting time will apply to all employees, and exceptions will be made for certain equipment on which, due to the nature of the work, the same hours of work would not be practical and such exceptions shall be made by mutual agreement.

B. Two-Shift Operation. Where the Employer elects to work two (2) shifts, each such shift shall be not less than ten (10) hours. The first shift shall start at 6:00 a.m. and will be entitled to a one-half (1/2) hour paid meal period at mid-point of shift. Second shift employees will be entitled to a one-

half (1/2) hour paid meal period at mid-point of shift. The applicable base rate listed in Schedule "A" plus five per cent (5%) shall be the basic straight time rate for all time worked or paid for on second shift.

26. SINGLE SHIFT. On a single shift job, the regular work day shall consist of eight (8) consecutive hours commencing at 7:00 a.m., unless otherwise mutually agreed upon, with a meal period of one-half (1/2) hour on the employee's time between the fourth and fifth hour. The starting time will apply to all employees, and exceptions will be made for certain equipment on which, due to the nature of the work, the same hours of work would not be practical and such exceptions shall be made by mutual agreement.

27. TWO SHIFT OPERATION. Where the Employer elects to work two (2) shifts, each such shift shall be not less than eight (8) hours. On a two (2) shift job, the first shift shall start at 6:00 a.m. and will be entitled to a one-half (1/2) hour paid meal period at mid point of shift. Second shift employees will be entitled to a one-half (1/2) hour paid meal period at mid-point of shift. The applicable base rate listed in Schedule "A," plus five percent (5%) shall be the basic straight time rate for all time worked or paid for on second shift.

28. THREE SHIFT OPERATION. On a three (3) shift job, the regular work day of the first shift shall consist of eight (8) consecutive hours commencing at 8:00 a.m., with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The regular work day of the second shift shall consist of eight (8) consecutive hours commencing at 4:00 p.m., with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The applicable base rate listed in Schedule "A," plus five percent (5%) shall be the basic straight time rate for all time

worked or paid for on second shift. The regular work day of the third shift shall consist of eight (8) consecutive hours commencing as 12:00 midnight, with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The applicable base rate listed in Schedule "A," plus ten percent (10%) shall be the basic straight time rate for all time worked or paid for on the third shift.

29. REPORTING TIME. Employees shall report every work day unless otherwise notified by quitting time the previous day and shall receive two (2) hours pay at the applicable rate for reporting. If he starts work he shall be paid for four (4) hours, if on 8-hour shift schedule. If he works over four (4) hours, he shall be paid for eight (8) hours, unless due to inclement weather after the first four (4) hour period, then he shall be paid at the applicable rate for the actual hours worked, if on 8-hour shift schedule. If he works over five (5) hours, he shall be paid for ten (10) hours, unless due to inclement weather after the first five (5) hour period, then he shall be paid for the actual hours worked, if on 10-hour shift schedule. However, the employee may be required to remain on the job for all hours worked or paid for. If he reports for work, is sent home and called back the same day, he shall be paid for the full shift at the applicable rate. When an employee, who regularly operates a particular piece of equipment, is told not to report for work and the Employer subsequently determines to operate the equipment, the employee who was told not to report for work and who regularly operates the particular piece of equipment shall be given first chance to perform the work. If the equipment regularly assigned to an employee is operated by another employee, both employees shall be paid in accordance with the terms of this Agreement. In the event this employee is laid off, the provision of this

article will remain in effect for a period of five (5) working days.

30. WAITING PERIOD. The Employer may put employees "on call" due to inclement weather or suspension of work for a period not to exceed seven (7) calendar days. After such waiting period employees shall be deemed laid off and may report out of work to their respective referral office. It is hereby understood that this clause has no application to work suspension caused by labor disputes.

31. PREMIUM DAYS. When an employee is requested to report for work on Saturdays, Sundays, or holidays; his time shall be pursuant to the provisions set forth in Article 29, except he shall be paid the overtime rate of pay in accordance with Article 32.

32. OVERTIME. Employees shall be paid one and one-half (1-1/2) times the established hourly rate for all hours worked in excess of eight (8) hours per day, on an 8-hour shift basis, or in excess of ten (10) hours on a 10-hour shift basis. All time worked or paid for on Saturday shall be paid for at one and one-half (1-1/2) times the established hourly rate.

All time worked or paid for on Sundays and holidays shall be paid double the established hourly rate.

All overtime shall be paid for by the hour or half-hour. Any fractional part of a half-hour shall be a half-hour.

33. REMAIN ON JOB. The employee shall remain on the job for the period for which he is entitled to be paid. If the employee leaves the job of his

own accord, for reasons other than an industrial accident, he shall be paid only the hours actually worked. However, if for any reason the employee is required to remain on the job longer than the two (2) hours reporting time, he shall be paid in accordance with Article 29.

34. ASSISTANT ENGINEER, HELPER, AND APPRENTICE EQUIPMENT COVERAGE.

- (A) An Operator and an Assistant Engineer shall be employed on the following equipment: cable cranes over 35 ton; hydraulic cranes over 35 ton; truck cranes over 35 ton; trenching machine over 24", rock trenching machines; gradealls; locomotives, automated subgraders; PCC formless pavers; guardrail drivers; hydraulic backhoes over 2-1/2 cubic yard capacity; caisson and core drilling machines.

When an Assistant Engineer is employed on the above equipment, he shall, in addition to those duties, be allowed to operate four (4) pieces of minor equipment and may also operate other unassigned equipment on the project intermittently (not to exceed two (2) hours per shift) and shall be paid the combination rate.

- (B) Assistant Engineers are NOT required on the following equipment: hydraulic cranes (cherry picker or one-cab type); cranes or clamshells when such are used for handling or rehandling processed aggregates; truck crane or gradeall equipped with remote control unless such machines are over 2-1/2 cubic yard or 35 tons lifting capacity; hydraulic backhoes two and one-half (2-1/2) cubic yards and under; truck mounted concrete pump.

If a second man is required on any of the above equipment, he shall be an Assistant Operating Engineer.

- (C) On machines as listed above where an Assistant to Engineer is not required and the Operator does not have ample time to service the machine during the regular shift, the Operator shall be paid one (1) hour per shift at one and one-half (1-1/2) times the base rate to grease, oil, and clean the machine. The Operator shall do such preparatory work either prior to the crews regular starting time or immediately after the regular quitting time. Such time is at the discretion of the Employer.

35. MECHANICS. Mechanics are employed by the Employer because of their knowledge of equipment and their ability to make whatever repairs may be required. All maintenance, repair work or mechanical work performed on the job site on the equipment operated on the job site by employees covered by this Agreement shall be done in accordance with the terms of this Agreement and by mechanics assisted only by another mechanic or as otherwise provided.

36. BREAKDOWNS. It is agreed that when a machine breaks down and the Engineer is not assigned to other work covered by this Agreement, the Engineer and Assistant, if any, shall be retained at the regular rate of wages for the completion of the shift and shall assist a mechanic or mechanics, if any, assigned to repair such machine. When repair work on any machine continues for subsequent shifts and assistance is required, the Engineer assigned to the machine shall be retained to assist the mechanic or mechanics; if said

Engineer is assigned to operate another machine, and assistance is required, an employee included in the bargaining unit covered by this Agreement shall be employed as a mechanic helper. Engineers assigned temporarily to another machine during said breakdown period shall be considered assigned for the purpose of additional hours or days of work or until his regularly assigned machine is placed back into operation.

37. HELICOPTERS. The use of helicopters (external loads) under the terms of this Agreement shall require a three (3) man crew, one (1) pilot and two (2) controllers. The pilot and controllers must have direct radio communications during the actual hoisting operation.

38. PLANT WORK. It is agreed that a Plant Engineer shall be employed on all asphalt plants, if said plants are otherwise covered by this Agreement. It is agreed that a Plant Engineer and an Assistant Plant Engineer shall be employed on central mix plants, gravel processing plants and rock crushing plants, if said plants are otherwise covered by this Agreement.

39. MINOR EQUIPMENT. When minor equipment is put in operation on a job or project and an Assistant to the Engineer is employed, such employee may operate up to four (4) pieces of minor equipment in addition to his regular machine at the combination rate as set forth in Article 41 and Schedule "A." In the event there is not an Assistant to the Engineer employed, and an Engineer assigned to other equipment is employed, such Engineer may operate up to four (4) pieces of minor equipment at the combination rate as set forth in Article 41 and Schedule "A" in addition to his regular machine, providing such equipment is within rea-

onable distance. If neither Assistant to the Engineer or an Engineer assigned to other equipment is employed on the job or project, and any minor equipment is put into operation, an Operating Engineer will be employed to operate said equipment. Neither an Assistant to Engineer nor an Engineer assigned to other equipment will be permitted to operate more than four (4) pieces of minor equipment on combination rate.

When more than four (4) pieces of minor equipment are put into operation an Operating Engineer shall be employed at the rate set forth in Schedule A." Such Operating Engineer shall be permitted to operate up to and including five (5) pieces of minor equipment or combination of minor equipment, except that combinations cannot include more than two (2) air compressors.

An Operating Engineer shall be employed to operate: (1) one throttle valve; (2) one throttle valve and a compressor; or (3) a throttle valve and a boiler at the rate set forth in Schedule "A," or one air compressor 210 cu. ft. capacity or over.

MINOR EQUIPMENT DEFINITION. For the purpose of definition in Article 39, minor equipment shall be defined as air compressor of less than 210 cu. ft. capacity, pump, welding machine, conveyor, generator, and mechanical heater.

40. ADDITIONAL EQUIPMENT. It is understood that all equipment for which classifications and wage rates have been established in this Agreement, and including that equipment for which classifications and wage rates may hereafter be established, shall be manned, when operated, by employees in the bargaining unit and paid the rates specified in this Agreement.

Where remote, laser or GPS Systems are used to operate the equipment listed in the wage classification of this contract, such work for operating purposes shall be the jurisdiction of the Operating Engineers.

When equipment not listed in Schedule "A" of this Agreement is introduced on a job site, the rate of pay for said equipment shall temporarily be classified as coming under Class B of Schedule "A" until the Employer and the Union meet to establish a wage rate. Such parties shall meet within ten (10) days to establish the wage rate and working rules. If the parties agree upon a wage rate that falls within Class A, such wage rate will be retroactive to the date the equipment was first used on the job site. In no event shall work coming within the occupational jurisdiction of the Union be assigned to any other craft employee.

41. COMBINATION RATE. Combination rate shall mean fifty cents (\$.50) per hour above the basic hourly rate of pay.

42. CHANGING MACHINES. Any Operator capable of performing the work may be shifted by the Employer to any machine and back again to the original machine, provided the Operator is paid the rate of wages applicable to the highest classification of work performed by him during such shift. Any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the regular assigned employee is not available for work, this clause shall

not be operative. Changing employees from one machine to another shall not be used for the purpose of depriving another employee from additional hours or days of work. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

43. PAY PERIOD. The Employer shall pay all employees covered by this Agreement weekly and the payment shall be in full for the payroll period. Payment shall be made within six (6) days of the close of the payroll period, but not later than Friday, and shall be in cash or by check as mutually agreed upon by the Employer and the Operating Engineers Local.

44. PAYDAY. When payday is established, the employees shall be paid on the job before quitting time of such payday. If the employee has to wait more than fifteen (15) minutes after quitting time to receive his pay, he shall be paid at the overtime rate of pay for such waiting time. If the employee has to travel to the company office after quitting time to receive his pay, he shall be paid two (2) hours of pay at the straight time rate for traveling to such office. If due to inclement weather or other reasons no work is available on payday, the employee shall report to work at starting time to receive his pay and receive two (2) hours time for reporting provided he has not been previously paid for such pay period. The employee must remain for the two (2) hours reporting time and be available for work unless he is sent home by the Employer or his representative. Employers shall pay, in full, all employees laid off indefinitely or discharged.

If for any reason, the Employer is not able to pay the discharged employee in accordance with the

preceding Article, such employee may, at his option, demand that the Employer mail the check to him the following day or may make arrangements to pick up such check; provided, however, that if he picks up the check, he shall receive two (2) hour show up time pay.

45. WAGE STATEMENT. Each employee who is paid shall receive a slip showing the number of straight and overtime hours, his straight time hourly rate and all deductions and payments required by law or in this Agreement.

The wages and other economic terms provided for within this Agreement shall prevail upon all work for which a bid is submitted during the existence of the Agreement, and in the event of the successful renegotiation of this Agreement, then for a project in progress at the effective date of the new Agreement the wages and economic terms provided for hereunder shall continue in effect for sixty (60) days after the effective date of such renegotiated contract or the completion of the work, whichever occurs first.

46. TRANSPORTATION. The transportation by means of its own power of equipment operated by employees covered by this Agreement shall be performed by employees covered by this Agreement.

No employee covered by this Agreement shall furnish transportation within the job sites or from yard to job site for transportation of employees or tools or equipment or for any other purpose as a condition of employment. The Employer shall furnish a safe and suitable storage place for tools. When the Employer transports employees from yard to job site or within job site or to power lines or pipelines, he shall provide safe and suitable transportation.

47. HOLIDAYS. The following days are recognized as holidays; Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and New Years Day. If any of the above named holidays falls on Sunday, the Monday immediately following shall be observed as the legal holiday. No work shall be performed on Labor Day except in an emergency where life or property is in danger.

48. DEWATERING. Dewatering systems shall include electrical submergible pumps, electrical well pumps and other electrical pumps. The dewatering systems shall be installed, maintained and operated the same as well point systems. There shall be no set number of pumps in a system but the pumps shall be within a reasonable area.

On continuous pumping operations, the Employer shall be allowed to set up six (6) hour pumping shifts, or eight (8) hour pumping shifts. Type of shifts shall be decided at the Pre-Job Conference. Overtime on continuous pumping operations shall be computed at time and one-half (1-1/2).

If a dewatering system or pumping operation contains maintenance free pumps, it shall be mutually agreed between the Employer and Business Representative that if no maintenance or surveillance is required on the second or third shift, then the Union will not require the equipment to be manned during this time provided that if any personnel, including other trades' supervisory personnel or security personnel are required to provide surveillance of pumping system, then that person shall be an Operating Engineer.

49. STEWARDS. The Business Representative of the Union may appoint Stewards whose duty shall be to report to his Project Superintendent

and/or his Business Representative all violations of this Agreement. In slack season he shall be the last employee to be laid off, providing he is qualified in the judgement of the Employer, and under no condition shall he be discriminated against because of his position as Steward. Under no condition shall the Steward be discharged until the Business Representative has been given twenty-four (24) hours notice. Stewards shall not have authority to call a work stoppage for any reason.

During working hours, the Business Representative of the Union may confer with the Superintendent, Foreman, or Steward when necessary so long as there is no interference with work. The Business Representative shall notify management before entering the job.

50. ADMINISTRATIVE DUES CHECK-OFF. The Employer agrees to deduct from the pay of the employees covered by this Agreement an administrative dues deduction. Before any such deduction is made, the Union shall furnish to the Employer a properly signed authorization card for the employees permitting such deduction. Such deduction shall be remitted to the Local Union on a monthly basis on the forms and in the manner prescribed by the Local Union.

The Union agrees to hold the Employer harmless from any and all suits, claims or legal proceedings which arise as a result of enforcement of this Article or compliance with this Article by the Employers.

Exception: Any administrative dues monies withheld will be deemed as wages and collection thereof will be in accordance with Article 11 of this Agreement.

51. INDUSTRY ADVANCEMENT FUND. Each Employer agrees to pay to the Indiana Constructors Industry Advancement Fund ("ICIAF") thirteen cents (\$0.13), effective April 1, 2004 through March 31, 2005, and thirteen cents (\$0.13), effective April 1, 2005 through March 31, 2006, and thirteen cents (\$0.13), effective April 1, 2006 through March 31, 2007, and thirteen cents (\$0.13), effective April 1, 2007 through March 31, 2008, and thirteen cents (\$0.13), effective April 1, 2008 through March 31, 2009 for each hour worked by each employee working under this Agreement.

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

The activities of the ICIAF shall be determined by the ICIAF Committee and shall be financed from the payments herein provided for.

The Employer expressly ratifies and adopts the ICIAF Policy Statement. The Employer expressly hereby acknowledges the substantial benefits which are rendered to him as a result of the ICIAF. By execution of this Agreement, the Employer ratifies all actions taken or to be taken by the ICIAF Committee within the scope of its authority.

The Employer agrees that the designated representative of the ICI-LRD or the ICIAF Committee shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event a lawsuit is com-

menced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of collection, including reasonable attorney's fees, incurred by the ICIAF or the ICI-LRD.

It is expressly agreed and understood that no Employee, Employer, or Union has any vested or proprietary interest in or right to any sum constituting a part of such Industry Advancement Fund.

52. SUBSTANCE ABUSE TESTING PROGRAM. All signatory Employers to this Agreement and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) Substance Abuse Testing (SAT) Program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees covered by this Agreement.

Each Employer agrees to pay to the Substance Abuse Testing (SAT) Program three cents (\$0.03) from April 1, 2004 to March 31, 2009 for each hour worked by each employee working under this Agreement.

The contributions to the SAT Program shall be deposited each month, or at such regular intervals as may be determined by the Indiana Constructors, Inc. ("Association") to the depository designated by the Association and such contributions shall be reported on such forms as may be designated by the Association.

The Employer hereby agrees that the designated representative of the Association shall be permitted,

upon request to audit the payroll records of the Employer to determine compliance with this Article. In the event a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of collection, including reasonable attorney's fees incurred by the Association.

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

53. PROJECT AGREEMENT. It is mutually agreed that on projects for which no predetermined wage rate is established or a predetermined wage rate is less than the 80% of the wage scale in the contract, contractors signatory to this Agreement will be given a Project Agreement, or Job-Site Agreement. The Union agrees that operating engineers employed on such a project shall perform the work on such project at a maximum of 80% of the wage scales as contained in this Agreement, provided that the current fringe benefit package shall be paid.

Provided further, that the Union shall be given five (5) working days notice of the signatory contractor's intention to bid such project, and then, should a difference of opinion arise pertaining to the scope of work on such project, the difference of opinion shall be settled in accordance with Article 10 of the current Indiana Highway, Heavy and Railroad Construction Agreement.

54. GENERAL PROVISIONS. This Agreement covers the entire understanding between the parties hereto. No oral or written rules, regulations, or

understanding not incorporated herein will be of any force or effect upon any party hereto.

It is agreed by the parties that periodic meetings shall take place between the negotiators of this Agreement to discuss any differences in interpretation and enforcement of the Collective Bargaining Agreement. However, it is to be understood that such meetings are not a substitute for the arbitration proceedings specified in Article 10 of this Agreement.

55. SAVING CLAUSE. Any provisions contained herein that is contrary to or in violation of the Labor-Management Relations Act of 1947, or of any Federal or State law now in force or hereinafter enacted or hereafter becoming effective shall be void and of no force or effect, and this contract 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 Federal or State law, or amendment thereof, of any order, decision, 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, decision or regulation. Such amendment to this contract shall remain in effect only so long as said law, amendment, order, decision, or regulation continues in force, or until the expiration of this Agreement, whichever event shall first occur.

56. EFFECTIVE DATE. As part of this Agreement, it is agreed that the terms and conditions, including wage rates, of the preceding

Collective Bargaining Agreement shall continue and remain in full force and effect from April 1, 2004, through March 31, 2009. Thereafter, the terms and conditions of this Agreement, including wage rates, shall be in full force and effect from April 1, 2004, if and when ratified by a majority of the members of the Labor Relations Division of Indiana Constructors, Inc., who have authorized said organization and its Labor Committee to bargain with Local Union 181 and their duly authorized representatives and when ratified by the Union and signed by both parties and continued for the period next ensuing expiring as of March 31, 2009. Provided, however, that the terms of this Agreement shall prevail on all work for which a bid is submitted during the existence of the Agreement and shall continue to prevail on all such work until completed. Provided further, that the wages and fringes stipulated herein effective April 1, 2004, shall be effective as of April 1, 2004, and shall continue to prevail until March 31, 2005, and shall be applicable for all work performed during that period; the wages and fringes stipulated herein effective April 1, 2005, shall be effective as of April 1, 2005, and shall continue to prevail until March 31, 2006, and shall be applicable for all work performed during that period; the wages and fringes stipulated herein effective April 1, 2006, shall be effective as of April 1, 2006, and shall continue to prevail until March 31, 2007, and shall be applicable for all work performed during that period; the wages and fringes stipulated herein effective April 1, 2007, shall be effective as of April 1, 2007, and shall continue to prevail until March 31, 2008, and shall be applicable for all work performed during that period; the wages and fringes stipulated herein effective April 1, 2008, shall be effective as of April 1, 2008, and shall continue to prevail until March 31, 2009, and shall be applicable for all work performed during that period.

In case either party to this Agreement wishes to change the Agreement, at least sixty (60) days notice in writing shall be given to the other party prior to the expiration date, which is March 31, 2009. If such notice is given, the parties will meet not less than sixty (60) days prior to the expiration date for the purpose of commencing negotiations for a new Agreement. In case no notice is given by either party, this Agreement shall continue in effect year after year until such notice is given at least sixty (60) days prior to any anniversary date, subsequent to the expiration date.

Except as provided above, the new Agreement effective April 1, 2004, through March 31, 2009, 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.

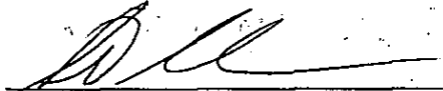
The parties shall have sixty (60) days from that date of notice to reach an Agreement. If at the end of sixty (60) day period no Agreement has been agreed upon, the contract shall expire on the next anniversary date. Each party shall have reserved to itself its full economic and legal options, including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

HIS AGREEMENT has been ratified, signed, and sealed as of May 5, 2004 by the following.

ARTY OF THE FIRST PART, "EMPLOYER"

ems Construction Company, Inc.
rider & Crider, Inc.
ames H. Drew Corporation
& B Paving, Inc.
arth Images, Inc.
eutz Contractors, Inc.
ox Contractors Corp.
radex, Inc.
he Hoosier Company, Inc.
he Hunt Paving Company, Inc.
oester Contracting Corp.
aPorte Construction Co., Inc.
utgring Bros., Inc.
L. McCoy, Inc.
ilestone Contractors, L.P.
eth-Riley Construction Co., Inc.
H. Rudolph & Co., Inc.
lusser's Green Thumb, Inc.
pecialties Company, LLC
veddle Bros. Highway Group, LLC

**LABOR RELATIONS DIVISION OF INDIAN
CONSTRUCTORS, INC.**

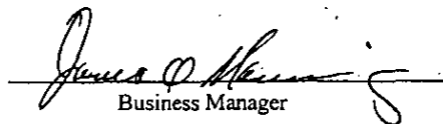


Steven R. Crider, Chairman

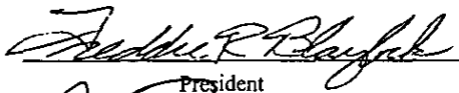


Charles V. Kahl, Executive Director

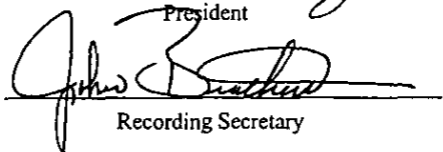
**PARTY OF THE SECOND PART, "OPERATING
ENGINEERS, LOCAL 181"**



Business Manager



President



Recording Secretary

MEMORANDUM OF PRE-JOB CONFERENCE - EXHIBIT A

The undersigned hereby agree that this job is covered by the terms of the current Agreement as executed by the International Union of Operating Engineers, Local 181, and the Employer.

Meeting Place _____ Date _____ Time _____

Contractor Rep. _____ Supt. _____

Type Project _____ Starting Date _____

Job Location _____

Field Office _____ Phone _____

Health & Welfare and Pension Discussed Yes ___ No ___	Health & Welfare and Pension Forms to be Mailed Yes ___ No ___	Health & Welfare and Pension Forms given to Employer at Pre-Job Conference Yes ___ No ___
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SUB-CONTRACTORS

Excavating and Grading _____

Masonry _____ Mechanical _____

Roofing _____ Mechanical _____

Structural _____ Painting _____

EQUIPMENT TO BE USED ON JOB OR PROJECT

No.	Type of Equipment	Approximate Starting Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total _____

Bargaining Agreement _____

Underground Utility Agreement _____

Highway Agreement _____

Building Agreement _____

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 181****FIRM NAME**

Business Manager _____

Assistant Representative _____

By _____

Title _____

Date _____

It was agreed as follows:

No. 1 Key men shall be used to fill the following key classifications:

No.	Type of Equipment	Approximate Starting Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total _____

No. 2 Except as in No. 1 above set out; all other persons performing work of Operating Engineers on the above project will be secured through the appropriate Referral Office of Local Union No. 181 in accordance with the Agreement between Employer and Union.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 181

By _____
Title _____
Date _____

FIRM NAME

By _____
Title _____
Date _____