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**LABORERS'  
WORKING AGREEMENT  
BY AND BETWEEN  
THE ASSOCIATED  
GENERAL CONTRACTORS  
OF INDIANA, INC.  
SOUTHWESTERN BRANCH  
AND THE  
LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA,  
STATE OF INDIANA  
DISTRICT COUNCIL,  
LOCAL UNION #561**

**Effective  
April 1, 2003  
thru  
March 31, 2006**



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## AGREEMENT

THIS AGREEMENT, made and entered into by and between the Associated General Contractors of Indiana, Inc. Southwestern Branch, and other Contractors or Employers signatory hereto, Party of the First Part, and hereinafter referred to as "Contractor" or "Employer," and the Laborers' International Union of North America, State of Indiana District Council, for and in behalf of the Laborers' International Union of North America, Local #561, Evansville, Indiana, and hereinafter known as "Local Union #561" or "Union," Party of the Second Part, on this first day of April, 2003.

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

It is agreed and understood that the Associated General Contractors of Indiana, Inc. Southwestern Branch shall in no event be bound as principal or be held liable as negotiating agent or as principal in any manner for any breach of this Contract by any of the parties hereto.

It is further agreed that the liability of the Employers represented by the Associated General Contractors of Indiana, Inc. Southwestern Branch shall be several and not joint and the liability of the Local Unions affiliated with the Laborers' International Union of North America, State of Indiana District Council shall be several and not joint.

The Associated General Contractors of Indiana, Inc. Southwestern Branch is designated as "Employers'

Negotiating Committee" in this agreement for clarity. Whenever "Employers" is used, it also means and includes the organization known as the Associated General Contractors of Indiana, Inc. Southwestern Branch.

## **ARTICLE I**

### **Coverage**

#### **Section 1. Work Covered:**

(a) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers International Union of North America as set forth in their Manual of Jurisdiction as amended in October, 1961, and as now included in Section 1 of the Jurisdictional Guidelines Booklet, adopted by the Laborers' International Union of North America, State of Indiana District Council on the date of February 26, 1972.

#### **1. Building Construction Laborers**

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

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

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

polishing and/or dusting of all floors or areas.

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

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

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

6. Scaffold erection, the total erection, building and the installation, planking, bolting, lining, leveling, bracing and the total dismantling of same; the building, planking, installation and removal of all staging, swinging and hanging scaffolds, Morgan scaffolding, all work associated with hydraulically controlled scaffolding, including all accessories, including maintenance thereof, for all lathers, plasterers, brick layers, mason and other Construction Trade Crafts; the preparation for foundations or mud sills for all scaffolding, as well as maintenance shall be done by Laborers.

7. Pouring and laying of concrete and related work:

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

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

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

All work on interior concrete columns, foundations

for engine and machinery beds.

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

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

8. The grinding of all concrete surfaces by any mode or method.

9. The snapping of wall ties and removal of tie rods; the handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning; the jacking of slip forms and all semi and unskilled work connected therewith.

10. The wrecking or dismantling of buildings and all structures; breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary; burning or otherwise cutting all steel structural beams; the breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap; all hooking on, unhooking and signaling when materials for salvage or scrap are removed by crane or derrick; all loading and unloading of materials carried away from the site of wrecking; all work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials; all clean-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

11. The underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structures by manual or hydraulic jacks or other methods; all work on house moving, shoring and underpinning of structures; loading, signaling, right-of way clearance along the route of movement; re-setting of structure in new location to include all site clearing, excavation for foundation and concrete work; clean-up and back-filling, landscaping old and new site.

12. The clearing, excavating, filling, backfilling, grad-



ing and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, checkers, grade markers, etc.

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

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

## **II. Underground Utility Work**

1. All Labor work, including skilled and semi-skilled, in connection with the installation, sheeting, trenching, manhole erectors and the digging and back-filling of all ditches, cutting of streets and surfaces and the refinishing of same for sewers, air lines, water lines, steam lines, electrical ducts, telephone ducts, cable, and conduit lines in free air, tunnel or compressed air projects.

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

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

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

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

6. The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all

labor connected therewith, including chainmen, rodmen, checkers, grade markers, etc.

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

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

subways and sewers; construction of sewers, shafts, tunnels, subways and caissons.

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

10. In compressed air, all work underground or in compression chambers, including tending of the outer air lock; all work in compressed air construction, including but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miners' helpers, lock tenders, mulching machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jet gunmen, gunnite or shotcrete nozzlemen, gunmen, reboundmen and all other work connected therewith.

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

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

(c) The Parties to this Agreement are subject to and agree to submit any unresolved jurisdictional dispute to whatever Federal Governmental Agency having responsibility for the resolution of such dispute. Any decision or

interpretation by said Agency shall immediately be accepted and complied with by all Parties bound by this Agreement. The Employer and the Union agree that there will be no work stoppage during the period pending a jurisdictional decision by the above mentioned Federal Agency.

(d) This Agreement shall have effect on and cover construction Laborers working for Employers on the hereinafter mentioned classes of work in the territorial jurisdiction of Laborers' Local #561. This Agreement excludes Heavy and Highway Construction work and Gas Line Distribution systems except on Industrial projects and/or Government Defense projects.

## **Section 2. Jurisdictional Disputes:**

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

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

(c) It is agreed and understood that the Union will make every effort to inform its membership that there is a legally established neutral entrance or gate on a con-

struction site that is being picketed illegally and where work is being performed under the conditions of this Agreement. The above does in no way waive any of an Employee's rights granted him under the constitution of the United States and/or Federal Government.

## **ARTICLE II**

### **Foremen**

**Section 1.** All Labor Foremen and Hod Carrier Foremen are included in the Bargaining Unit.

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

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

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

## **ARTICLE III**

### **Bargaining Agent**

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Employer recognizes the Laborers' International Union of North America, State of Indiana District Council for and on behalf of Local #561 as the sole and exclusive bargaining agent for all of his Employees employed by the Employer on all work and classifica-

tions set forth in this Agreement. The State of Indiana District Council recognizes the Associated General Contractors of Indiana, Inc. Southwestern Branch as the sole and exclusive bargaining representative for the Employers in the area of Local #561.

#### **ARTICLE IV**

##### **Union Security**

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

**Section 2.** Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees who are members of the Union on the effective date of this Agreement shall continue their membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union. All Employees who are not members of the Union and all persons who hereafter become Employees shall become members of the Union on the eighth (8th) day following the beginning of their employment or on the eighth (8th) day following the effective date of this Agreement, whichever is later, and shall remain members of the Union to the extent of paying an initiation fee and the membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

**Section 3.** The Union shall notify the Employer, by certified mail, directed to the home office of the Employer, of any default on the part of an Employee to pay his initiation fee and membership dues and/or working dues pursuant to this Article, with a copy of said communication being hand delivered to both the job superintendent and the Employee involved. Such communication shall: identify the name and address of the delinquent Employee; state that Union membership was available to such Employee under the same terms and conditions generally applicable to other members; state that despite notice, such Employee has defaulted on his obligation to pay his initiation fee and membership dues and working dues; and shall instruct the Employer to discharge such Employee. Within twenty-four (24) hours (Saturday and Sunday excluded) from receipt of such written notice, the Employer shall discharge such Employee. The Parties agree that such discharge shall be based upon the information supplied and representations made by the Union.

## **ARTICLE V**

### **Equal Employment Opportunity**

**Section 1.** As used in this document, the terms "he", "his" or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

**Section 2.** The parties to this Agreement agree that there will be no discrimination against or harassment of any Employee on account of race, religion, color, sex, age, national origin, or disability. It is the policy of both parties to provide equal opportunities for employment and advancement for all individuals regardless of race, religion, color, sex, national origin, age, or disability. The parties further agree to comply with all applicable state and federal employment laws, and all applicable executive orders regarding employment discrimination and affirmative action.

## **ARTICLE VI**

### **Selection of Labor-Employment Regulations**

#### **Section 1.**

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

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

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



## **ARTICLE VII**

### **Welfare Trust Fund**

**Section 1.** On work covered by this Agreement, the Employer agrees to pay into the Indiana State District Council of Laborers and Hod Carriers Welfare Fund the amount in cents per hour as shown in Article XXVII. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Welfare Fund.

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

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

## **ARTICLE VIII**

### **Pension Trust Fund**

**Section 1.** On work covered by this Agreement the Employer agrees to pay into the Indiana State District Council of Laborers and Hod Carriers Pension Fund the amount in cents per hour as shown in Article XXVII. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Pension Trust Fund.

**Section 2.** The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated June 1, 1962, establishing the Indiana State District Council of Laborers and Hod Carriers Pension Fund and Participating Employers and by any amendments to said Trust Agreement.

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

## **ARTICLE IX**

### **Training Trust Fund**

**Section 1.** On work covered by this Agreement the Employer agrees to pay into the Indiana Laborers' Training Trust Fund the amount in cents per hour as shown in Article XXVII. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Training Trust Fund.

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

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

## **ARTICLE X**

### **Pre-Job Conference**

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

**Section 2.** A written request for a pre-job conference sent by either Party shall be sent by certified mail. If either Party refuses to honor the request for a pre-job conference within five (5) working days from receipt of requested pre-job conference or does not abide by a previously agreed and signed pre-job conference "report form" or in the event a pre-job is not mutually agreed to and a "report form" signed by both parties upon request, the Local Union has the right to picket, strike and/or withhold Employees. However, no picketing, striking, withdrawal or withholding of Employees will occur until the State of Indiana District Council has had an opportunity to investigate said violation.

## ARTICLE XI

### Working Hours and Overtime

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

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

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

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

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

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

**Section 2a.** At the discretion of the Employer and the Union, a four (4), ten (10) hour day schedule may be worked, if permissible by law or state regulation. Only Friday would become the make-up day in a four (4), ten (10) hour day schedule. When the Friday make-up day is used, it is agreed that when a crew works thirty (30) hours or less during the regular four (4), ten (10) hour

day work week, Monday through Thursday, these ten (10) hours may be made up by the entire crew on Friday (weather permitting) at the straight-time rate of pay. All hours worked in excess of forty (40) hours in the work week, or ten (10) hours each day shall be paid at the appropriate overtime rate. In the event of a make-up day, it shall be voluntary on the part of the Employees, and the declining of such work shall be without penalty or recrimination. Notice will be given by noon Thursday if a makeup day is to be worked.

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

**Section 4.** All work performed on Sundays and Holidays shall be paid at the rate of double (2x) times the regular rate of pay. Holidays mentioned in this Article shall be: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day except to save life or property. Where any of the herein mentioned Holidays fall on Sunday, the following Monday will be observed as the Holiday. Veterans Day shall be observed Friday after Thanksgiving.

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

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

weather, a work stoppage by another Trade, or on an overtime day if he has been ordered to work.

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

**Section 8.** The Employer shall furnish special wearing apparel, such as rain hats, coats and boots to protect the Employee when working in inclement weather or adverse conditions and the individual Employer shall also furnish safety equipment such as safety hats, safety goggles, respirators and protective masks and slip-over boots for all Employees working in concrete. It is agreed and understood that the Employer shall be permitted to charge any Employee for such wearing apparel and safety equipment should the Employee fail to return any item issued to him as mentioned in this Section. On open projects adequate shelter to be shared with other trades for protection during inclement weather shall be provided.

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

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

## **ARTICLE XII**

### **Shift Work**

When shifts are required, the first shift shall work eight (8) hours at the regular rate of pay. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours at the regular straight time hourly rate. The third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time hourly rate. A first shift is not necessary to establish the existence of the second and/or third shift.

## **ARTICLE XIII**

### **Stewards**

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

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

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

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

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

(a) To report to the Business Manager and the Employer any violation of this Agreement by either the First or Second Parties.

(b) To attempt to settle any grievance which arises on the job and to report to the Business Manager any matter that he cannot settle with the Employer.

(c) To report hazardous conditions to the job superintendent. If such hazardous conditions are not eliminated by the job superintendent or the Employer, he shall then report the same to the Business Manager of the Local Union, who will in turn consult with the Employer. At no time will any Employee be required to work under conditions considered hazardous by the Business Manager or the Local Union after consultation with the Employer.

## **ARTICLE XIV**

### **Non-Violation**

**Section 1.** It shall not be a violation of this Agreement should the Union withdraw Employees for:

(a) Dispute arising out of the failure of the individual Employer to meet the payroll for Employees covered by this Agreement.

(b) Dispute because a payroll check is dishonored.

(c) Non-payment of contributions set forth under

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

(d) Failure of an individual Employer to comply with the terms and provisions of Article X of this Agreement, covering Pre-Job Conferences.

## **ARTICLE XV**

### **Pay Day**

**Section 1.** The Employer shall pay Employees weekly and the payment shall be in full for the payroll period. Payment shall be made within five (5) days of the payroll period and shall be in cash or by check. In the event Employees covered by this Agreement are laid off permanently or discharged, they shall be paid within that work day. It is strictly understood and agreed that should any Employee discharged or laid off permanently be required to report the next morning to collect his pay shall receive four (4) hours show up pay for reporting for his pay for each subsequent morning on which he returns until paid. Employees who quit voluntarily shall be paid at their next regular pay day.

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

## **ARTICLE XVI**

### **Safety**

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

**Section 2.** It is agreed that each Employee covered by this Agreement shall fully comply with all safety directives issued by his Employer and shall properly uti-



lize all safety equipment provided by his Employer when so directed. Failure to comply with these provisions shall be deemed sufficient cause for immediate discharge.

## **ARTICLE XVII**

### **Worker's Compensation**

**Section 1.** The Employer agrees to ensure that all Worker's Compensation claims will be filed in the most timely and expeditious manner and in any event not later than seven (7) days following the illness or injury. Upon request, the Employer agrees to provide the Employee and/or the Local Union involved the name and address of the Employer's insurance carrier.

## **ARTICLE XVIII**

### **Elimination of Restrictions**

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

## **ARTICLE XIX**

### **Sub-Contractor**

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

## **ARTICLE XX**

### **Grievance Procedure**

**Section 1.** If any controversy, dispute, or grievance arises with respect to the interpretation, application, or enforcement of any of the provisions of this Agreement, the same (herein referred to as the "Issue") shall be first

submitted to the Business Representative of the Union and to a Representative of the Employer for settlement. If the issue is not thus settled within twenty-four (24) hours of its submission, the issue shall be referred to the State of Indiana District Council and they will be given twenty-four (24) hours to assist in the settlement of the dispute. If the issue is not resolved, it shall be referred within the next twenty-four (24) hours to a Joint Grievance Board (hereinafter provided for) for consideration and settlement.

The Joint Grievance Board shall be composed of three (3) representatives appointed by the Union, of which no more than one (1) shall be a member of Local Union No. 561, and three (3) representatives appointed by the Employer, of which no more than one (1) shall be employed by the Employer. The Joint Board so constituted shall prescribe its own rules of procedure but shall meet within twenty-four (24) hours of the referral of the issue to the Board, and shall provide all interested parties with opportunity to be heard. Any decision rendered by a majority of the members of the Board shall be made in writing and shall be final and binding on all parties.

In the event the Joint Grievance Board above cannot arrive at a majority decision within three (3) days of the referral of the issue to the Board, the Board shall elect a seventh member, and the Board so constituted shall reconvene within twenty-four (24) hours of the election of the seventh member and shall render a decision within three (3) days of their reconvening. The decision rendered by the majority of the members of the Board shall be made in writing and shall be final and binding on all parties.

In the event the Joint Grievance Board cannot elect or agree upon the selection of a seventh member, within the twenty-four (24) hours so appointed, the Joint Grievance Board shall request the Federal Mediation and Conciliation Service to recommend three (3) individuals by name. The Union appointed members of the

Board shall strike one (1) name; the Employer appointed members of the Board shall strike one (1) name; and the remaining individual shall become the seventh member of the Joint Grievance Board.

The decision rendered by the Board so constituted shall be in writing, signed by a majority of the Board, and shall be final and binding on all parties. The expense of such Federal Mediation and Conciliation Service shall be borne equally by the Union and the Employer.

During any and all of the procedures above there shall be no work stoppage, strikes, or lockouts.

**Section 2.** No proceeding hereinafter based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the individual Employer or the Local Union involved in writing within ten (10) days after the alleged violation is committed.

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

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

**Section 5.** In the event individual workmen refuse or fail to cross a picket line of another Union, then the affected Employer, Organization or representative of the Employer's Negotiating Committee shall forthwith so notify the Local Union in whose territorial jurisdiction the picket line occurs and the State of Indiana District Council. Said Local Union and said District Council shall within twenty-four (24) hours of such notification, notify in writing the affected Employer Organization, or a rep-

representative of the Employer's Negotiating Committee, what action, if any, will be taken with reference to honoring such picket line. Under no circumstances of course will the Union honor any unlawful picket line.

## **ARTICLE XXI**

### **General Provisions**

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

**Section 2.** This Agreement shall apply from and after its effective date as hereinafter provided.

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

**Section 4.** The Employer shall make reasonable efforts to make provisions for permitting access to the job site by the Business Manager of the Local Union, or his duly appointed Field Representative. The Business Manager, or said Field Representative, shall make every reasonable effort to advise the individual Employer, or his representative, of his presence on the project and shall not stop or interfere with the work.

**Section 5.** When a job is located within a Plant the Employer shall provide (for regular shifts) adequate means for transporting Employees from the Plant entrance to the job, provided the operation of the job is one-half (1/2) mile or more from the Plant entrance. Vehicles shall be properly covered during cold or inclement weather.

**Section 6.** When any Employee or Employees work in two (2) or more Classifications during the period of the first half of the shift he or they shall receive the wage rate of the highest Classification for such period and an

Employee or Employees working in two (2) or more Classifications during the second half of the shift shall receive the wage rate of the highest Classification for such period.

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

**Section 8. High Pay:** All Employees working on structures over two (2) stories or twenty (20) feet in height, and subject to free fall, shall receive an additional twenty-five cents (\$.25) per hour over the applicable rate of pay.

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

## **ARTICLE XXII**

### **Fair Treatment**

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

## **ARTICLE XXIII**

### **Construction Advancement Program of Indiana**

It is understood that the Associated General Contractors of Southwestern Indiana, an Indiana corporation not-for-profit, has established the Construction Advancement Program of Indiana (hereinafter, Program). The purpose of such Program to be to generally promote and improve the construction industry, including, without limiting the generality of the forego-

ing, apprenticeship training, advanced skill training, supervisory training, improvement of public and personnel relations, market development, standardization of contracts and specifications, development of relations with others (including the public, architects, suppliers and labor), collection and distribution of information useful and beneficial to the construction or contracting industry, and otherwise promote and advance the interest and common good of the construction contracting industry in the state. It is understood that each Employer will be furnished a copy of the Articles of Incorporation upon request and that, subject to the foregoing limitations, such Articles of Incorporation may be amended from time to time by the Board of Directors.

Each Employer shall contribute an amount per clock hour for each hour worked by each of his Foremen, Journeymen and Apprentices covered by this Agreement. The hourly amount shall be between five cents (\$.05) to ten cents (\$.10), as determined by the Trustees of the Program, provided that a minimum of two (2) months notice shall be provided by the Trustees before the amount may be adjusted within said range.

Each Employer shall pay the contribution to the Program on or before the 15th day of each month on account of hours which it compensates such Employees during the preceding calendar month.

It is expressly understood and agreed that the Board of Directors of the Program have authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to the Program in accordance 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 Program, 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 Program with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

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 said Program.

## **ARTICLE XXIV**

### **Local Union Area Coverage**

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

## **ARTICLE XXV**

### **Bonding**

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

The amount of the surety bond shall be as follows:

1 through 10 men	\$10,000.00
at 15 men	\$15,000.00
at 20 men	\$20,000.00
at 25 men	\$25,000.00
at 30 men	\$30,000.00

(b) The Fringe Benefit Funds may require an Employer to give and provide the surety bond provided for herein if at any time: (1) the Employer has been late fifteen (15) days or more in the payment of any of its

monetary obligations under this Agreement; or (2) the Employer has been late in the payment of any such obligation two (2) consecutive times during the immediately preceding twelve (12) months; or, (3) the Employer has not worked within the Union's geographical jurisdiction under this Agreement during any of the immediately preceding twelve (12) months.

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

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

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

## **ARTICLE XXVI**

### **Working Dues Check-Off**

**Section 1.** Each Employer signatory to this Agreement agrees to deduct from the pay of Employees covered by this Agreement regular and uniform Working Dues, in an amount designated by the Union, provided, before any such deduction is made, the Union shall secure and furnish to the Employer a properly signed Authorization Form from each Employee permitting such deduction. Such deductions shall be remitted by the 10th of each month, following the end of the month for which deductions are made, to the designated



depository at the same time and accompanying Health & Welfare, Pension and Training contributions, but by separate check and report of gross wages. The designated depository shall be called the State of Indiana District Council of Laborers' Working Dues Fund.

**Section 2.** The Authorization and Assignment of Working Dues shall be irrevocable for the period of one (1) year or until the termination of this Collective Bargaining Agreement, whichever period is less, unless written notice is given by the Employee to the Employer and to the Union, not more than sixty (60) days and not less than thirty (30) days before any periodic renewal date.

In case no such notice is given, the Authorization shall continue in effect from year to year until such notice is given.

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

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

**ARTICLE XXVII**  
**Hourly Wage Rates**

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

**FRINGE BENEFITS:**

EFFECTIVE

DATE	H&W	PENSION	TRAINING	CIAPI	SAP
04 01 03	\$3.50	\$2.10	\$ .30	\$ .05	\$ .05
04 01 04	\$4.00	\$2.15	\$ .35	\$ .05	\$ .05
04 01 05	\$4.50	\$2.20	\$ .35	\$ .05	\$ .05

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

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

**WAGE RATES:**

EFFECTIVE

DATE	INDIANA	KENTUCKY
04 01 03	\$19.99	\$18.41
04 01 04	\$20.22	\$18.64
04 01 05	\$20.52	\$18.94

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

**CATEGORY I** Basic Hourly Wage Rate shall include the following:

Building and Construction Laborers  
Scaffold Builders (other than for Masons or Plasterers)  
Ironworker Tenders  
Mechanic Tenders  
Civil Engineer Tenders & Surveyor Tenders  
Rodmen & Chainmen  
Signalmen & Flagmen  
Window Washers & Cleaners  
Waterboys & Toolhousemen  
Roofer's Tenders  
Railroad Workers  
Masonry Wall Washers (interior and exterior)  
Cement Finisher Tender  
Carpenter Tenders  
Tenders of all other Crafts not listed  
All Portable Water Pumps with discharge up to  
three (3) inches  
Wire Mesh  
Fire Prevention  
Fire Watch  
Fire Stop Tender

**CATEGORY II** shall include the following and will be paid twenty (\$.20) cents per hour over the basic rate:

Waterproofing  
Handling of Creosote Lumber or like treated  
material (excluding railroad material), handling of  
toxic materials damaging to clothing  
Asphalt Rakers & Lutemen  
Kettlemen  
Air Tool Operators, Vibrators, Chipping Hammer  
Operators and all Pneumatic Tool Operators and  
Earth Compactors  
Jackmen & Sheetmen working ditches six (6) feet  
in depth or deeper  
Laborers working in ditches six (6) feet in depth or  
deeper  
Assembly of Unicrete Pump

Chain Saw Operators  
Water Line Layers, five (5) feet outside the building foundation  
Tile Layers (sewer or field) & Sewer Pipe Layers (metallic or non-metallic) five (5) feet outside the building foundation  
Motor Driven Wheelbarrows and Concrete Buggies  
Hyster Operators  
Grout Pump Operator  
Pump Crete Assemblers  
Conveyor Assemblers  
Core Drill Operators  
Cement, Lime or Silica Clay Handlers (bulk or bag)  
Pneumatic Spikers  
Deck Engine & Winch Operators  
Water Main & Cable Ducking (metallic and non-metallic)  
Laborer Instrument Man

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

Plaster Tenders  
Mason Tenders  
Mortar Mixers  
Welders (acetylene or electric)  
Cutting Torch or Burner  
Cement Gun Operators  
Scaffold Builders when working for Plasterers  
Scaffold Builders when working for Masons  
Fork Lift Operator  
Asbestos Abatement, handling and removal  
Hazardous Materials, handling and removal  
Lead Abatement, handling and removal  
Lead Base Paint Remover

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

**CATEGORY III (b)** shall include GUNITE OR SHOT-CRETE NOZZLE LABORER (including sewers), FIRE

**STOP EQUIPMENT OPERATOR, CONSTRUCTION SPECIALIST** and will be paid one dollar (\$1.00) over the basic rate.

**CATEGORY IV** shall cover **LABOR FOREMAN** and will be paid fifty cents (\$.50) per hour over the highest paid laborer under his lead.

**CATEGORY IV** shall cover **HOD CARRIER FOREMAN** and will be paid one dollar (\$1.00) per hour over the basic rate.

**CATEGORY IV** shall cover **GENERAL FOREMAN** and will be paid one dollar and twenty cents (\$1.20) per hour over the basic rate.

**CATEGORY IV** shall cover **HOD CARRIER GENERAL FOREMAN** and will be paid one dollar and forty cents (\$1.40) per hour over the basic rate.

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

**CATEGORY VI** shall cover the following rates paid over and above basic rate:

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

Caisson Bottom Man-\$2.00 over base rate

Caisson and Tunnel Work in Compressed Air:

0-15 pounds - \$1.00 over base rate

16-20 pounds - \$1.50 over base rate

21-26 pounds - \$2.00 over base rate

27-33 pounds - \$3.00 over base rate

34 & over - \$4.00 over base rate

**CATEGORY VI (a)** shall include **DYNAMITE MEN** and will be paid one dollar and seventy-five cents (\$1.75)

per hour over the basic rate.

**CATEGORY VII** shall cover High Time pay for Stacks & Chimneys:

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

### **UTILITY COVERAGE**

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

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

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

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

**FRINGE BENEFITS: ALL ZONES AND ALL LOCALS:**  
(UTILITY):

<b>EFFECTIVE DATE</b>	<b>H&amp;W</b>	<b>PENSION</b>	<b>TRAINING</b>
04 01 03	\$3.50	\$1.85	\$.25
04 01 04	*	*	*
04 01 05	*	*	*

\*Refer to ICI Heavy, Highway Agreement for 2004 and 2005 rates.

**UTILITY RATES:** Base rate as listed below: For all other wages and classification rates, refer to the ICI Heavy, Highway Agreement.

### **CATEGORY I**

#### **EFFECTIVE DATE**

04 01 03	\$19.12
04 01 04	*
04 01 05	*

\*Refer to ICI Heavy, Highway Agreement for 2004 and 2005 rates.

## **ARTICLE XXVIII**

### **General Savings Clause**

**Section 1.** Any provision contained herein that is contrary to or held to be in violation of the Labor Management Relations Act of 1947 as amended, or of any other law now in force or hereafter enacted, or hereafter becoming effective, shall be void and of no force or effect, and this Agreement shall be construed as if said void provision herein were not a part thereof, it being intended, however, that the other provisions of this Agreement shall not be affected thereby. It is further agreed that should compliance with any law or amendment thereof, or any order or regulation issued thereunder, now or hereafter in force and effect, prohibit the carrying out of any of the provisions of this Agreement, then to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended, effective on the effective date of such law, order, or regulation. Such amendment to this Agreement shall remain in effect only so long as said law, amendment, order or regulation continues in force, or until the expiration of this Agreement, whichever event shall first occur.

## ARTICLE XXIX

### Substance Abuse Program

The Union and the Associated General Contractors of Indiana, Inc. Southwestern Branch and/or signatory Employer hereby agree that the drug and alcohol testing program developed by the joint efforts of the Lower Ohio Valley Building Trades Committee and the area contractors' associations is incorporated by reference herein and made a part hereof this contract.

## ARTICLE XXX

### Apprentices – Mandatory Apprentice Language

**Section 1.** New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

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

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

	Hours of Credit	Wage Rate
1st period	0-1000 hours	75% of journeyworker rate
2nd period	1001-2000 hours	85% of journeyworker rate
3rd period	2001-3000 hours	95% of journeyworker rate



4th period      3001-4000 hours   100% of journeyworker rate

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

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

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

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

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

## **ARTICLE XXXI**

### **Voluntary LIUNA, Local #561 PAC Fund**

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

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

## **ARTICLE XXXII**

### **Effective Date**

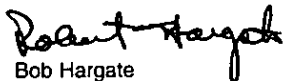
THIS AGREEMENT shall be in full force and effect from April 1, 2003 and shall continue in effect for the periods mentioned herein, expiring as of March 31, 2006.

In case either Party to this Agreement wishes to change the Agreement, at least sixty (60) days notice shall be given to the other Party prior to the expiration date. In case no such notice is given by either Party, the Agreement shall continue in effect from year to year until such notice is given at least sixty (60) days prior to the anniversary date.

**PARTY OF THE FIRST PART**  
ASSOCIATED GENERAL  
CONTRACTORS OF INDIANA, INC.  
SOUTHWESTERN BRANCH



Harlan Batteiger  
Moderator



Bob Hargate  
Director of Labor Relations

**PARTY OF THE SECOND PART**  
LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
STATE OF INDIANA DISTRICT  
COUNCIL on behalf of its  
AFFILIATED LOCAL UNION #561



Jeffrey W. Lee

Secretary Treasurer/Bus Mgr



Barry Russell

Bus Mgr LIUNA Local #561

**LOCAL UNION #561  
EVANSVILLE**

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

Business Manager – Barry Russell  
Secretary Treasurer & Field Representative – Harlin Scott  
Recording Secretary & Field Representative – Kenny Overton  
Vice President & Field Representative – Donnie Angel  
Field Representative – Steve Wilson

315 Taylor Avenue, Evansville, Indiana 47713  
Phone: 812-425-3191  
Fax: 812-425-2421

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

**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

Edward Smith, Assistant to the General President,  
Vice President & Midwest Regional Manager

Laborers' International Union of North America  
State of Indiana

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

**DIRECTORY**  
**LABORERS' INTERNATIONAL UNION**  
**OF NORTH AMERICA**

Laborers' International Union of North America  
State of Indiana District Council  
425 S 4th Street  
Terre Haute, IN 47807  
Phone (812) 235-6083  
Fax (812) 232-4420  
E-mail INLDC@aol.com

Jerry W. Lee, Secretary Treasurer & Business Manager

Michael J. Short, Field Representative & Organizer

**LOCAL UNION 41**  
**HAMMOND**

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.

Richard Greene, Business Manager  
Rudy Sparks, Field Representative  
Rick Henson, Field Representative  
Wm Kevin Roach, Field Representative

6415 Kennedy Avenue  
Hammond, IN 46323  
Phone (219) 844-1315  
Fax (219) 844-1325

**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.

Mike Demonja, Business Manager  
Dale Keene, Field Representative  
Agustin Carreon, Field Representative  
Michael Campbell, Field Representative  
Frank Bova, Jr., Field Representative

253 South Washington Street  
Valparaiso, IN 46383  
Phone (219) 464-0695  
Phone (800) 858-7631  
Fax (219) 465-7682

### **LOCAL UNION 120 INDIANAPOLIS**

Geographical Jurisdiction of Marion and Shelby Counties, Indiana.

W Gene Daniels, Business Manager  
Nathaniel Clancy, Field Representative  
Gary Coss, Field Representative  
David Frye, Field Representative  
Herb Gilmore, Field Representative  
Sherman Watkins Jr, Field Representative  
Chris Brickey, Apprenticeship Coordinator  
Francisco Arana, Organizer

1520 North Riverside Drive East  
Indianapolis, IN 46202  
Phone (317) 634-8551  
Fax (317) 685-1237

### **LOCAL UNION 204 TERRE HAUTE**

Geographical Jurisdiction of Clay, Fountain, Greene,

Hendricks, Owen, Parke, Putnam, Sullivan, Vermillion,  
Vigo and Warren Counties, Indiana.

Charles Toth, Business Manager and Secretary-Treasurer  
James Ridge, Field Representative  
Bobby Earle, Field Representative

401 Poplar Street  
Terre Haute IN 47807  
Phone (812) 232-0989  
Fax (812) 232-0980  
E-mail laborers@gte.net

**LOCAL UNION 213  
FORT WAYNE**

Geographical Jurisdiction of Adams, Allen, DeKalb,  
Huntington, Noble, Steuben, Wabash, Wells and  
Whitley Counties, Indiana.

John Suarez, Business Manager  
Leroy Jackson, Jr., Field Representative  
Mark Jarrell, Field Representative

5700 S Anthony Blvd  
Fort Wayne IN 46806  
Phone (260) 744-5255  
Phone (260) 744-5355  
Fax (260) 745-7601

**LOCAL UNION 274  
LAFAYETTE**

Geographical Jurisdiction of Benton, Boone, Carroll,  
Cass, Clinton, Montgomery, Pulaski, Tippecanoe and  
White Counties and covering Kokomo Indiana, Fulton,  
Howard, Miami and Tipton Counties, Indiana.

eland Mallory, Secretary-Treasurer & Business Manager  
m Terry, President & Field Representative  
ick Williams, Field Representative



1734 Main Street  
Lafayette, IN 47904  
Phone (765) 742-4876  
Fax (765) 423-4709  
Kokomo Branch      Phone (765) 457-4453  
                                 Fax (765) 457-8245

**LOCAL UNION 561**  
**EVANSVILLE**

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

Barry Russell, Business Manager  
Kenneth Overton, Recording Secretary & Field Representative  
Harlin Scott, Secretary-Treasurer & Field Representative  
Donald Angel, Vice-President & Field Representative  
Steve Wilson, Field Representative

315 Taylor Avenue  
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Vincennes Branch Phone (812) 882-1555

**LOCAL UNION 645**  
**SOUTH BEND**

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

Glenn Williams, Business Manager  
Ed Barrier, Field Representative

2015 W Western Avenue, Suite 140  
South Bend, IN 46629

Phone (574) 287-2967  
Fax (574) 287-2968  
E-mail local645@aol.com

**LOCAL UNION 741  
BLOOMINGTON**

Geographical Jurisdiction of Bartholomew, Brown, Dearborn, Decatur, Franklin, Jackson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Ohio, Orange and Ripley Counties, Indiana.

Roger Kent, Business Manager  
Rick Bryant, Field Representative  
Bobby Minton, Field Representative  
Carl Hazlewood, Field Representative

7745 South Fairfax Road  
Bloomington, IN 47401  
Phone (812) 824-2605  
Fax (812) 824-2185  
E-mail LIUNALOCAL741@MSN.COM  
Columbus Branch Phone (812) 372-2211  
Lawrenceburg Branch Phone (812) 537-5128

**LOCAL UNION 795  
NEW ALBANY**

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

Jesse L. Faulkenburg, Secretary-Treasurer & Business Manager  
Fred Bowles, Field Representative  
Robert S. Norrington, Field Representative

1213 State Street  
New Albany IN 47150  
Phone (812) 944-6473  
Fax (812) 944-6474  
E-mail laborers795@aol.com

**LOCAL UNION 1047**

**RICHMOND**

Geographical Jurisdiction of Fayette, Henry, Rush,  
Wayne and Union Counties, Indiana.

Russell Pierson, Business Manager  
Jack Baker, Field Representative

1010 South 9th Street P O Box 38  
Richmond, IN 47374  
Phone (765) 966-2005  
Fax (765) 966-7080

**LOCAL UNION 1112**

**MUNCIE**

Geographical Jurisdiction of Blackford, Delaware,  
Grant, Hamilton, Hancock, Jay, Madison and Randolph  
Counties, Indiana.

Rudy Rudisill, Business Manager  
Earl Redwine, Field Representative  
Kevin Rudisill, Field Representative

115 West 20th Street  
Muncie IN 47302  
Phone (765) 282-5815  
Fax (765) 286-7150

## DIRECTORY OF LOCALS BY COUNTIES

COUNTY	LOCAL	COUNTY	LOCAL
Adams .....	213	Howard .....	274
Allen .....	213	Huntington .....	213
Bartholomew .....	741	Jackson .....	741
Benton .....	274	Jasper.....	41
Blackford .....	1112	Jay .....	1112
Boone .....	274	Jefferson .....	795
Brown .....	741	Jennings .....	741
Carroll .....	274	Johnson .....	741
Cass .....	274	Knox .....	561
Clark .....	795	Kosciusko.....	645
Clay .....	204	LaGrange.....	645
Clinton .....	274	Lake-West Half .....	41
Crawford .....	795	Lake-East Half .....	81
Crittenden, KY.....	561	LaPorte .....	81
Daviess.....	561	Lawrence .....	741
Dearborn .....	741	Madison .....	1112
Decatur.....	741	Marion .....	120
DeKalb .....	213	Marshall .....	645
Delaware .....	1112	Martin .....	741
Dubois .....	561	Miami .....	274
Elkhart .....	645	Monroe.....	741
Fayette .....	1047	Montgomery .....	274
Floyd.....	795	Morgan.....	741
Fountain .....	204	Newton .....	41
Franklin.....	741	Noble .....	213
Fulton .....	274	Ohio .....	741
Gibson .....	561	Orange .....	741
Grant .....	1112	Owen .....	204
Greene .....	204	Parke .....	204
Hamilton.....	1112	Perry.....	795
Hancock.....	1112	Pike .....	561
Harrison .....	795	Porter .....	81
Henderson, KY .....	561	Posey .....	561
Hendricks.....	204	Pulaski .....	274
Henry .....	1047	Putnam.....	204

## DIRECTORY OF LOCALS BY COUNTIES

COUNTY	LOCAL	COUNTY	LOCAL
Randolph .....	1112	Vanderburgh .....	561
Ripley .....	741	Vermillion .....	204
Rush .....	1047	Vigo .....	204
St Joseph.....	645	Wabash .....	213
Scott .....	795	Warren .....	204
Shelby .....	120	Warrick .....	561
Spencer .....	561	Washington .....	795
Starke .....	81	Wayne .....	1047
Steuben .....	213	Webster, KY .....	561
Sullivan.....	204	Wells.....	213
Switzerland .....	795	White .....	274
Tippecanoe .....	274	Whitley .....	213
Tipton .....	274		
Union .....	1047		
Union, KY.....	561		

**-NOTES-**

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