

ORIGINAL

**INDIANA HIGHWAY AND UTILITY AGREEMENT**

**BETWEEN**

**INDIANA CONSTRUCTORS, INC. - LABOR  
RELATIONS DIVISION (ICI-LRD)**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 841.**

**THIS AGREEMENT is made and entered into** by and between Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) acting as negotiating agent on behalf of Division members specifically authorizing these negotiations, and subject to ratification by a majority of these members who have authorized the ICI-LRD to be their agent in these negotiations, party of the first part, known hereinafter as "EMPLOYER", and the Operating Engineers Local Union 841, 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.

**WITNESSETH:**

**THAT, WHEREAS,** it is believed to be of mutual advantage that a workable agreement shall exist between and among the Employers and the Union in the employment of Operating Engineers on all classes of public works engaged in by the employers in the Counties of the State of Indiana hereinafter listed; and

**WHEREAS,** the constitutional right of the employers to hire labor and the constitutional right of workmen and employees to labor for such compensation as may be agreed upon are mutually understood and respected by the Parties hereto; and

**WHEREAS,** unreasonable demands by organized labor and unreasonable requirements by employers of labor are believed to be of equal hardship to and upon the welfare of the people and upon the communities wherein the employers and employees reside, and that Operating Engineers should be paid and should be willing to work on a scale and basis commensurate with their skill and knowledge of their trade and in keeping with the wages and the standard of living in the communities wherein their work is performed.

**IT IS THEREFORE UNDERSTOOD AND AGREED** by and between the Parties hereto as follows:

## **ARTICLE 1 - BARGAINING UNIT**

The Employers recognize the International Union of Operating Engineers, Local Union No. 841, as the exclusive representative for the purpose of Collective Bargaining for all employees whose work is described, classified and set forth in this Agreement. The Union recognizes the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) as the exclusive Representative for the purpose of Collective Bargaining for the area they represent whose work is described, classified and set forth in this Agreement.

It is agreed and understood that the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) shall in no event be bound as principal or be held liable 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.

The Union recognizes the above named Division of the association, collectively, as the bargaining agent for such Employers who so authorized them. Individual employers who have not so authorized the above named association may assume the benefits and obligations of this agreement by executing a copy hereof or by otherwise agreeing to do so in writing.

## **ARTICLE 2 - WORK COVERED**

This Agreement generally covers: all construction work commonly referred to as highway/heavy and utility construction, as more specifically described below.

### **1) Highway**

Highways, streets, bridges, airports and grading, drainage and waterlines work let in connection with highways, streets, bridges and airport projects within the project limit.

### **2) Heavy**

Heavy construction, railroad, flood control projects and levees except such work as let with building projector within the building project limit.

### **3) Utility**

Sewers, waterlines, gas lines, lagoon type disposal plants, underground utility, except such as are incidental to street and highway improvements, wind and solar farms, all excavating and grading in connection with housing, subdivision and residential work.

### **4) Local Production of Materials**

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.

## 5) Definitions

An industrial project shall mean all work done on the premises of the owner building such industrial plants. 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 classification.

This agreement shall have effect and cover employees performing work covered by Article 2 of this agreement for the employer and all job site equipment repairs and maintenance which has been or may be awarded to the International Union of Operating Engineers and without limiting the foregoing all classifications of employees listed in Article 7 and any additions thereto during the life of this agreement provided however, that this agreement does not cover warranty and specialized mechanics who are not employees of the employer. Such mechanics may perform job site repair or job site maintenance; if assistance is needed, they shall be assisted by an employee covered by this agreement.

## 6) Exceptions

This agreement shall not apply to permanent sand and gravel pits, rock quarries, permanent ready mix concrete plants and/or material yards and permanent asphalt plants.

## **ARTICLE 3 - TERRITORY**

This agreement shall cover and apply to the following counties in the State of Indiana:

Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, and Warren.

## **ARTICLE 4 - JURISDICTION**

Operating Engineers have jurisdiction for all who are engaged in erecting, dismantling, and repairing, operating or assisting in operating, erecting, dismantling, of the repairing of all hoisting and portable machines, all refrigerating machines or units and engines used on open and heavy construction work; all hoisting and portable machines and engines used in or upon wrecking, digging, boring, building, and erecting foundations, buildings, tunnels, and subways, dams, reservoirs, disposal plants, bridges, railroads, streets (paving and repair), road building construction (including grading and repair), sewers, water, gas and oil lines, allotment development construction, harbor and river dredging, the construction and repair of all docks, wharves, piers, shipyards and sea walls; all permanent sand, gravel and stone pits; quarries and material yards, sand rock and gravel screening machines, motor generators (when used for welding and cutting or for converting or transforming electric currents, irrespective of their motive power); all machines used to sweep, clean and remove debris and snow from streets and roads; all mine hoists, telfers, grab buckets, pumps, siphons, pulsometers, generators, concrete mixers (irrespective of capacity), concrete pumps of all sizes and capacities, stone crushers, air compressors, all water-test and blasthole drilling machines; all sand blasting and other machines; and boilers used in the cleaning and washing of buildings, all boilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of all material, or heating water, or furnishing steam for the operation of all machines, engines and other appurtenances herein specified; all locomotives, tractor and truck type cranes, all derricks, boom hoists (of all description and capacities), and automatic hoists; house and elevators (permanent and temporary) used for hoisting building material or

lowering debris or carrying workmen from floor to floor in building under construction and repair, all street rollers, steam and other motive power shovels, all LeTourneau and other types of scoops, pull shovels, mucking machines, draglines and cableways; all clam shell and orange peel buckets when used in connection with any machine or with derrick or boom hoist for excavating, handling, storing, loading or unloading materials; all land and floating pile drivers, floating derrick barges and boats, floating and self-propelled dredges and rock drilling plants, all dinkey and standard locomotives, derrick cars, tractors, all tractor propelled machinery, all power and elevator graders, scarifiers, bulldozers, Barber Green Loaders, all trenching and ditching machines, all mechanical hoe-type machines, back fillers and conveyors; all cranes and derricks, machines, engines and boilers used in asphalt and concrete mixing plants and all other engines and machines (irrespective of motive power) used on building and construction work, or in the loading, unloading, or storage of commodities at or in terminals.

## **ARTICLE 5 - 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, whichever is the later. This clause shall be enforceable only to the extent permitted by law.

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

Any employee discharged under the provisions of the first paragraph of this Article 5 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, current quarterly dues and any applicable working dues assessment, as negotiated, and the Union shall issue receipt therefor. Upon presentation of such receipt to the Referral Office as evidence of such tender, the employee shall be permitted to register as if he had never been discharged for such nonpayment.

Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

In no event shall the Employer be required to pay higher rates of wages or be subject to more unfavorable working rules than those established by the Union for any other Employer engaged in similar work.

The Union agrees to indemnify, and hold harmless the Employer from any and all liability, damages, attorneys' fees, settlements, and all other costs that may attach to it by virtue of this Article 5.

## **ARTICLE 6 - SUBCONTRACTORS**

The Employer agrees that he, or any of his subcontractors on the job site, will not contract or subcontract work to be done within the occupational jurisdiction of the Union, at the site of construction, alteration, painting, or repair of a building structure, or other work, except to a person, firm or corporation, party to a current labor agreement with the Union, providing the subcontractor is given the opportunity to sign the same agreement as the prime contractor.

## ARTICLE 7 - CLASSIFICATIONS, WAGES AND CONTRIBUTIONS

All employees shall take the classifications with respect to their work and duties, and shall receive the hourly rate of pay established for each classification as shown by Craft Classifications and Rate of Pay.

### CRAFT CLASSIFICATIONS

#### GROUP A

Air Compressor (Over 600 cu. ft.)	Testing, Caissons, shaft, or any similar type	Power Cranes
Air Compressors (2)	Elevating Machines	Power Curing Spray Machine
Air Compressors hooked in Manifold	Excavator	Power Sub Grader
Asphalt/Bituminous Paver	Farm Tractor with Attachment	Pug Mill
Asphalt Planer	Finishing Machine	Push Tractors
Asphalt/Bituminous/Bulk Cement/Concrete Plant Engineer	Forklift (except when used for landscaping)	Refrigerating Machine
Asphalt Rollers	Formless Paver	Rock Crusher Plant
Auto Grade and/or C.M.I. or similar	Freezing Operator	Rollers on Earth (Large)
Auto Patrol	Gradalls	Root Rake
Backhoe and/or Pavement Breaker attachment	Gravel Processing Machine	Ross Carrier, Straddle Buggy, or similar type
Back Filler	Head Equipment Greaser	Scoopmobiles
Ballast Regulator (R.R.)	Helicopter Crew (3)	Self-Propelled Chair Cart
Bituminous Mixer	Hydra Ax	Self-Propelled Curb Machine (Concrete or Asphalt)
Boiler Operator	Hydra Seeder	Self-Propelled Pavement Breaker
Boom Tractor	Hydro Crane	Self-Propelled Power Boom
Boom Truck	Hydro Excavator	Self-Propelled Widener
Boring Machine	Lift System (4-point, Power, similar)	Shovels (Power or Hydraulic)
Brush Mulcher	Loaders (Track or Rubber Mounted, or similar type machine)	Snooper Truck Operator
Bulldozer	Locomotives (Dinkey or Standard)	Soil Cement Machine,
Bull Float	Lull	Soil Stabilizer (Seaman Tiller and similar types of equipment)
Cableways	Marine Scoops	Span Saw (and similar types)
Cherry Picker	Mechanic	Straw Blower
Chip Spreader	Mesh Placer	Stump Remover
Concrete Bump Grinder Machine	Milling Machine (Concrete or Asphalt)	Super Swinger or similar
Concrete Mixers with Skip	Motor Patrol	Tournadozer
Concrete Pump (Truck or Skid Mounted)	Mucking Machine	Tournamixer
Concrete Spreader	Mud Cat	Tournapull (Scraper)
Crawler Placer	*Off-Road Haul Trucks (or similar)	Tower Cranes
Creter Crane (Rotec)	One Drum Hoist w/Tower or Boom	Tower Machines
Derricks	Overhead Cranes	Tractor Operating Scoops
Directional Drill	Piledriver (skid or crawler)	Tree Mover
Ditching Machine with Dual Attachment	Pipe Bending Machine	Truck Cranes
Draglines	Pipe Cleaning Machine	Tug Boat Operator
Dredge Engineer or Operator	Pipe Wrapping Machine	Two Drum Machine
Dredging Equipment	Post Driver (Guard Rail or Solar)	Welder
Drilling Machine, including Well	Power Blade	Winch Truck

\*Off-Road Haul Trucks not to conflict with Memorandum of Understanding between the International Union of Operating Engineers and International Brotherhood of Teamsters dated May 12, 2000

## WAGE RATES PER HOUR

**EFFECTIVE:**      **4-1-2023**      **4-1-2024**      **4-1-2025**

**\$36.95**      \_\_\_\_\_      \_\_\_\_\_

### **GROUP B**

Air Compressor 600 cu. ft. and under	Engine Tenders	Painting Machine (motor driven)
Air Tugger	Farm Tractor	Post Hole Digger – Machine mounted
Air Valves or Steam Valves	Fireman	Pull Broom (Power Type)
Asphalt Plant Fireman	Flex Plane	Siphons and Pulsometer
Assistant Asphalt Plant Engineer	Fork Lift (when used for landscaping)	Slurry Seal Machine
Assistant Concrete Plant Engineer	Form Grader	Snooper Truck Helper
Assistant Engineer	Form Tamper	Spike Machine (R.R.)
Brush Burner	Generators (two to four)	Striping Machine (motor driven)
Bulk Cement Plant Equipment Greaser	Greaser Helper	Switchman
Cement Blimps	Guniting Machine	Temporary Heat
Concrete Mixers without Skips	Mechanical Heaters	Throttle Valve
Concrete Saw (Self Propelled)	Mud Jack	Track Jack
Conveyors	Multiple Tamping Machine (R.R.)	Tube Float
Curbing Machine	One Drum Machines (without Tower or Boom)	Vacuum Truck (Super Sucker)
Deck Hands	One Water Pump	Wagon Drill
Distributor Operator on Trucks	One Welding Machine	Water Pumps, within 400 feet
Ditching Machine under 6"	Outboard or Inboard Motor Boat	Welding Machines
Elevators when used for hoisting material		

## WAGE RATES PER HOUR

**EFFECTIVE:**      **4-1-2023**      **4-1-2024**      **4-1-2025**

**\$30.70**      \_\_\_\_\_      \_\_\_\_\_

**Increase of \$3.00 per hour effective 4/1/24, and \$2.60 per hour effective 4/1/25, may be distributed as designated by the Union.**

- A. Contributions to the Health and Welfare Fund, Pension Fund, Apprenticeship and Training Fund and Qualified Savings Plan Trust Fund shall be paid on all hours worked or paid at the applicable listed rates as follows:

<b><u>EFFECTIVE</u></b>	<b><u>HEALTH AND WELFARE</u></b>	<b><u>PENSION</u></b>	<b><u>QUALIFIED SAVINGS PLAN</u></b>	<b><u>APPRENTICESHIP AND TRAINING</u></b>	<b><u>WORKING DUES DEDUCTION</u></b>
<b>4/1/2023</b>	\$11.85	\$8.50	\$4.30	\$1.35	3.5% of Gross**
<b>4/1/2024</b>	\$ _____	\$ _____	\$ _____	\$ _____	**See Below
<b>4/1/2025</b>	\$ _____	\$ _____	\$ _____	\$ _____	**See Below

**\*\*Working Dues Deduction – 3.5% of gross wages.**

- B. All equipment listed in the above classifications will be manned by Operating Engineers irrespective of motive power.
- C. The parties agree that Operating Engineers covered by this Agreement who are operating certain types of cranes shall work through the Joint Apprenticeship & Training Program of Local 841 to attain crane certification. Further, the parties agree that only the National Commission for the Certification of Crane Operators (NCCCO) and/or the Operating Engineers Certification Program (OECF) or any other certification program that satisfies OSHA section 1926.1427(d) will be recognized as the certifying authorities. All Operators with certification that satisfies the above requirements shall receive two dollars (\$2.00) per hour above the Group A rate of pay for operating all cranes requiring such certification.
- D. This agreement contemplates that as and when equipment not listed is about to be introduced on a job site, the Employer and the Union will promptly negotiate an appropriate rate, classification and working rule for its operation no less than five days after the equipment is put to work.
- E. Employees operating all booms from 149 Ft. to 199 Ft. including jib, shall receive an additional one dollar (\$1.00) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and fifty cents (\$1.50) per hour above the regular rate.
- F. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.
- G. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.
- H. Engineers shall wash out boilers and make all necessary repairs to their machines and shall receive the rates of wages applying to that day for the same. No employee shall be allowed to perform any duties outside of his class of work. The installing or removing of machinery, pipe fitting, electrical, and repairing necessary to operate same is considered his class of work.
- I. Underground work - Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate listed in Article 7.
- J. No foreman or supervisor shall be allowed to operate, repair, or maintain any mechanical equipment when such operation takes the job of an employee covered by this agreement except when there are four (4) or less Engineers on a crew, then an Operating Engineer operating equipment on that crew may act as Foreman, provided however that the foreman designated be a member in good standing of Local 841, and shall be covered under the current fringe benefit package of this Agreement as outlined in Article 7. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

Foreman/Operating Engineer shall not be permitted to change to a machine that another employee covered by this Agreement has been operating unless the latter has been discharged for just cause, and the Union has been notified of such discharge, or in the event of reduction in force layoff for a minimum of three (3) consecutive working days.

Such individual, however, shall neither have the authority to nor shall they exercise any of the functions customarily exercised by supervisors within the meaning of the National Labor Relations Act. In no way shall such individual be deemed to be an agent of the Union.

All Operating Engineers employed in a supervisory capacity may be covered under the Wage and Fringe benefit package as outlined in Article 7.

- K. The wage and benefit provisions set forth elsewhere in this Agreement establish the minimum to be provided to any individual employee. The payment of wages in excess of the stipulated amounts, whether for composite crews, supervision, special skills, or other reasons, and/or the payment of additional benefits in the form of travel costs, per diems, vehicle allowances, or other expenses, to any employee shall be at the exclusive discretion of the Employer.

## **ARTICLE 8 - HEALTH & WELFARE**

It is mutually agreed by the Parties of this agreement that the Party of the First Part covered herein shall become and/or continue to be a Party of the Health and Welfare Fund established by the International Union of Operating Engineers, Local Union No. 841. The contribution by the Party of the First Part shall be as provided in Article 7, provided such Health and Welfare Plan meets all the requirements of State and Federal Laws and Regulations including the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) applicable thereto and is approved pursuant to the Internal Revenue Code.

## **ARTICLE 9 - PENSION FUND**

It is mutually agreed by the Parties to this agreement that the Party of the First Part covered herein shall become and/or continue to be a Party of the Central Pension Fund established by the International Union of Operating Engineers, Local Union No. 841. The contribution by the Party of the First Part shall be as provided in Article 7, provided such Pension Fund meets all the requirements of State and Federal Laws and Regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

## **ARTICLE 10 - APPRENTICESHIP AND TRAINING**

It is mutually agreed by the Parties to this agreement that the Party of the First Part covered herein shall become and/or continue to be a Party of the Joint Apprenticeship and Training Trust established by the International Union of Operating Engineers, Local Union No. 841, provided such Joint Apprenticeship and Training Trust meets all the requirements of State and Federal Laws and Regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

The rates of pay for Local No. 841 Apprentices are based on a percentage of Group A wage rates as established in this Collective Bargaining Agreement. The percentage figures are based on the following six (6) periods:

First Period -	1,000 hours .....	70%
Second Period -	1,000 hours .....	75%
Third Period -	1,000 hours .....	80%
Fourth Period -	1,000 hours .....	85%
Fifth Period -	1,000 hours .....	90%
Sixth Period -	1,000 hours .....	95%

The rate of pay shall be for the proper period, but at no time more than the classification of the machine being operated.



The pay rate of all Apprentices shall be for the proper period of Training as determined by the Joint Committee and as stipulated in the Apprenticeship Agreement.

#### **ARTICLE 11 - I.U.O.E. LOCAL 841 QUALIFIED SAVINGS PLAN TRUST**

The Employer hereby agrees to accept and be bound by the terms and conditions of the International Union of Operating Engineers Local No. 841 Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such Plan Rules and Regulations that may be established from time to time, provided said Trust Agreement and Plan Rules and Regulations are established and maintained in accordance with applicable State and Federal Laws and Regulations and that such Plan or Fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to accept as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer further agrees to pay contributions into said Plan or Fund in such amounts set forth in Article 7 of this Agreement.

It is mutually agreed by the Parties to this Agreement that the I.U.O.E. Local 841 Qualified Savings Plan Trust shall be established and maintained as a defined contribution plan rather than as a defined benefit plan, as defined under the terms of ERISA. Accordingly, contributing Employers shall have no liability to said Plan or Fund beyond the obligation to make such contribution payments as set forth in Article 7 of this Agreement and the Agreement and Declaration of Trust of the I.U.O.E. Local 841 Qualified Savings Plan Trust, as amended from time to time.

#### **ARTICLE 12 - FRINGE BENEFIT FUNDS**

In the event the Board of Trustees determines the necessity of an increased employer contribution and in the event said Board notifies its appropriate Local Union and the Employer of such determination and the effective date, said contribution shall be increased in the amount determined by the Board of Trustees. It is agreed that the Board of Trustees will notify Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) in writing of any such increase sixty (60) days prior to April 1 during the life of this Agreement. Any increase in employer contribution pursuant to this Article shall result in a corresponding decrease of the same amount in the straight time hourly rate.

#### **ARTICLE 13 – IUOE LOCAL 841 PAC FUND**

During the term of this Agreement, upon receipt of voluntarily signed deduction authorization forms from covered employees, the Employers will deduct from the wages of such employees ten cents (\$.10) per hour worked (“Deduction”), and shall pay the Deduction to the International Union of Operating Engineers, Local 841 PAC Fund (“Local 841 PAC”), PO Box 2157, Terre Haute, IN 47802.

It is agreed that the Deduction is not a condition of membership in the International Union of Operating Engineers, Local 841, or of employment with Employers, and that the Local 841 PAC will use such monies in making political contributions and expenditures. Payments to the Local 841 PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 841, shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the Local 841 PAC at the above address.

The Union agrees to indemnify and hold harmless the Employers from any claim, suit, cause of action, or otherwise with regard to creation of this Deduction, its administration, or any act or action in

connection therewith, and such indemnity and agreement to hold harmless shall include, but not be limited to, the payment of the Employers' costs and attorneys' fees. The costs of administering the Deduction are incorporated into the economic package provided under the terms of this Agreement.

#### **ARTICLE 14 - WORKING DUES ASSESSMENT (DEDUCTION)**

Upon receipt of an Employee's voluntary written authorization which shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever occurs sooner, and irrespective of the Employee's union membership, the Employer shall check off and deduct from wages each payroll period during the term of this Agreement such amount as listed in Article 7, Sub Section C, as working dues as part of membership obligation to Local Union No. 841. Said deduction shall be made from earned pay on each regularly scheduled pay day and shall be remitted to Local Union No. 841 together with all necessary health and welfare, pension, annuity and apprenticeship and training contributions, but by separate check and with a report of hours.

Authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year, unless proper notice of revocation is given, which notice must be in writing given to the Employer and the Local Union not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period of one (1) year, or each successive collective bargaining agreement between the Employer and the Local Union, whichever occurs sooner. In case no such notice is given, the authorization shall continue in effect from year to year until such notice is given.

#### **ARTICLE 15 - WORKING HOURS**

The regular work day shall consist of eight (8) consecutive hours commencing between 7:00 and 8:00 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.

Employees shall be paid one and one-half (1 1/2) times the regular rate of wages for all hours worked in excess of eight (8) hours per day or forty (40) hours in any five day week and employees shall be paid one and one-half (1 1/2) times the regular rate of wages for all hours worked on Saturday.

All time shall be paid for by the hour and half hour. Any fractional part of a half hour shall be a half hour.

#### **ARTICLE 16 - HOLIDAYS**

The following holidays, together with Sundays, shall be regarded as legal holidays and double time rate shall be paid for all work performed on these days or as otherwise mutually agreed.

New Years' Day, Memorial Day (Decoration Day), Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day, or Days recognized as such.

Holidays that fall on a Sunday shall be observed on the Monday immediately following. If a holiday falls on any day other than a Sunday, it shall be observed on that day.

There shall be no work of any kind performed on Labor Day except to save life or property.

## ARTICLE 17 - REPORTING & GUARANTEED HOURS

A. The employee shall report every work day unless notified by the Employer by 5:00 A.M. the same day, or as otherwise mutually agreed, and if not so notified shall receive two hours pay at the applicable rate for that day, but must remain on the job if requested. If he starts to work he shall be paid four hours and if he works over four hours he shall receive eight hours pay.

**Inclement weather:** (a) If an employee starts to work he shall be paid for four (4) hours, and if he works more than four (4) hours he shall receive a full day's pay. Unless, however, work is stopped due to inclement weather, equipment breakdown or restrictions placed on employer beyond his control, such as State imposed traffic restrictions on hours worked during Holiday period, in which case employees shall be paid for actual hours worked, but not less than two (2) hours pay, unless otherwise agreed to between the Employer and the Business Representative prior to the start of work.

B. The engineer may be required by the Employer to remain on the job for the pay period to which he is entitled. If the operator leaves the job on his own accord he shall be paid only for the hours he actually worked. However, if he is sent home by the Employer or his representative he shall be paid in accordance with the preceding paragraph.

C. Whenever an employee starts to work on Saturday, Sunday or Holidays or days observed as such, he shall be paid at least four (4) hours at the applicable premium rate of pay. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday or Holidays the employee shall be paid at the applicable premium rate of pay for the actual hours worked. Unless, however, work is stopped because of inclement weather, equipment breakdown or restrictions placed on employer beyond his control, such as State imposed traffic restrictions on hours worked during Holiday period, in which case employees shall be paid at the applicable premium rate of pay for actual hours worked, but not less than two (2) hours pay, unless otherwise agreed to between the Employer and the Business Representative prior to the start of work.

## ARTICLE 18 - SHIFT WORK

Where the Employer elects to work two shifts, each such shift shall not be less than eight (8) hours, and in no case have less than three consecutive working days, or the Employee will be paid at the rate of one and one-half times the regular rate of pay for whatever shifts they do work.

On a two (2) shift job, if the Employer elects to start the first shift prior to 7:00 A. M. both shifts shall be entitled to a one-half (1/2) hour paid meal period. If the Employer elects to start the first shift at 7:00 A. M., or later, the first shift will be treated then as a normal single shift, but the second shift will be paid a fifty cents per hour premium and be entitled to a one-half (1/2) hour paid meal period.

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 meal period of one-half (1/2) hour on the employer's time. The regular work day of the second shift shall consist of eight (8) consecutive hours commencing at 4:00 P. M. with a meal period of one-half (1/2) hour on the Employer's time, plus fifty cents (\$.50) per hour premium. The regular work day of the third shift shall consist of eight (8) consecutive hours commencing at 12:00 midnight with a meal period of one-half (1/2) hour on the Employer's time, plus fifty cents (\$.50) per hour premium.

There shall be no split shifts.

It may be mutually agreed upon between a representative of the Company and a representative of the Union that a rotating shift of four men instead of three men can be used when operating on a seven day per week continuous shift basis.

Under special job conditions, the commencement time may be varied by mutual agreement between the Employer and an authorized representative of the union. Work, which for reasons beyond the control of the Employer, or at the Employer's discretion, cannot be performed on the first or day shift, may be performed on a special shift work and the rate of pay shall be in accordance with the applicable wage rate per classification plus \$1.50 per hour.

## **ARTICLE 19 - EMERGENCY WORK**

In the event an employee has completed his regular shift and left the site of the work and is called back to perform work of emergency nature, such employee shall be paid at least two (2) hours at the applicable overtime rate.

## **ARTICLE 20 - ASSISTANT ENGINEERS**

There must be a fireman or assistant engineer on all cranes, CMI or similar equipment, backhoes, skimmer scoops, clamshells, draglines, shovels, locomotive cranes, caterpillar cranes, pile-drivers, derricks, dual drum paver, ditching machine (24" or over), portable rock crushers and gravel processing machines. An assistant engineer need not be employed on cranes, clamshells or draglines when used for batching materials nor on cherry pickers or self-propelled gradalls on work covered by this agreement.

Assistant engineers need not be employed on hydraulic crane type backhoes of three and one half cubic yards or less, provided however, that where no assistant engineer is employed the Operator shall receive one (1) hour at overtime rate per shift to service and maintain said equipment, unless operator is allowed one (1) hour per shift to service and maintain equipment during his straight time hours.

## **ARTICLE 21 - ASPHALT PLANT CREWS**

It is agreed that Portable or Semi-Portable Roadside Asphalt Plant Crews with Panel Boards shall consist of a maximum of two (2) engineers on Asphalt Plants which shall be Plant Engineer and Assistant Plant Engineer, and Crane Operator or Highlift Operator, if crane, highlift or similar type equipment is used to charge the plant. The Plant Engineer shall be in charge of the plant, under the supervision of the Employer's representative, provided however, that an asphalt plant may be operated without a minimum crew at the plant or on the lay down crew and without any restrictions on changes of machines when engaged on other than highway or street work and producing less than 500 tons of asphalt per day.

## **ARTICLE 22 - DEWATERING**

A dewatering system is defined as a combination of one or more pumps of any type, size, or motive power, including well point pumps, well pumps, ejector or educator pumps in combination with wells, well points, sump, piping and/or other appurtenances irrespective of motive power to control water by header systems on any and all types of construction work covered by this Agreement. The complete installation, operation and necessary maintenance work, including all piping, shall be performed by Operating Engineers. A dewatering system shall be operated by pump operators at all times the dewatering system is in operation, unless the pump is an automatic pump. In the event the pump is an automatic pump, it shall be operated by

pump operators during the entire regular day time shift, and all monitoring, work or operation of the pump, at all other times shall be performed by pump operators. A violation of this clause by an employer shall result in a pump operator being paid his applicable rate of pay for a minimum of eight (8) hours.

### **ARTICLE 23 – MECHANICS – REPAIR WORK**

It is agreed that when a machine breaks down and repair work is begun thereon by the mechanic, the engineer shall be retained to assist the mechanic at the regular rate of wages for the completion of the shift.

In case repair work on a machine is of some length or there is a delay in waiting for parts, the engineers regularly assigned to a particular machine may be retained on the job or placed on another piece of equipment provided there is no other engineer assigned to said piece of equipment otherwise, it shall be optional with the Employer, if engineers are retained for any length of time while any assistance the mechanic needs shall be the engineer assigned to operate the machine being repaired or another employee in the Bargaining Unit covered by this agreement.

If by mutual agreement the mechanic is to use his own truck in the performance of his duties he shall receive one dollar and fifty cents (\$1.50) per hour over and above the regular rate of pay, and fuel, to be paid on a separate check.

When repair work is being done on a crane and the engineer thereon is retained to do such repairs or to assist the mechanic, the assistant engineer shall also be retained as a mechanic's helper until the completion of the shift.

### **ARTICLE 24 - MASTER MECHANIC**

Master Mechanic - A Master Mechanic shall be employed by the Employer where twenty (20) or more employees in the Bargaining Unit are employed on any one project by any one Employer. Master Mechanics are employed for their knowledge in the repair and maintenance of various machines used in the construction industry, and shall also work with tools of the trade relating to the repair and maintenance on all machines coming within the jurisdiction of the Bargaining Unit. They shall also have a working knowledge of the qualifications of the men working for their Employer. Such individual or individuals shall not exercise any of the functions customarily performed by supervisors as defined in the National Labor Relations Act, as amended. In no way shall the Master Mechanic be deemed to be an agent of the Union. He shall receive fifty cents (\$.50) per hour above the rate for Group A.

### **ARTICLE 25 - JURISDICTIONAL DISPUTES**

A. The Employer agrees to assign work to the Operating Engineers that has customarily been recognized as being under their jurisdiction and the Employer and the Union both agree to abide by any and all Jurisdictional Dispute Board decision in the event of any jurisdictional dispute.

The Parties hereto agree that in the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to the Jurisdictional Dispute Board for settlement of jurisdictional disputes for settlement in accord with the plan adopted by the Building Trades Department of the AFL-CIO. The Parties hereto further agree that they will be bound by any decision or award of the Jurisdictional Dispute Board. There shall be no stoppage of work or slow-down arising out of any such dispute.

B. The Union shall not concede any portion of the work herein defined to any other craft or organization

without first securing the written consent of a duly authorized Representative of the Employers and no individual Employer shall concede any portion of the work herein defined without first securing the written consent of the Union and said duly authorized representative of the Employers.

## **ARTICLE 26 - EQUIPMENT PREFERENCE**

The engineers, or crew, regularly assigned to a piece of equipment shall be given preference when this piece of equipment is required to do work on regular work days, Saturdays, Sundays, Holidays, or other overtime. Said machine shall set idle at least one work day before being re-assigned unless Operator is reassigned or terminated.

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 operating engineer who was told not to report to 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. This does not apply in case of an emergency. When an employee registers at the Referral Office, such employee shall be considered terminated by his former Employer.

## **ARTICLE 27 - CHANGING MACHINES**

The employee may not make more than one (1) complete change of equipment during the first half of any shift, and not more than one (1) additional complete change during the second half of any shift, provided that no operator may be required to operate more than three (3) pieces of equipment in any one (1) shift, and that the higher rate shall prevail for the full day's work. A complete change is defined as moving from an original machine, to another machine, and back to the original machine. The parties may, by mutual agreement, provide that the foregoing limitations are inapplicable due to project circumstances.

## **ARTICLE 28- COMBINATION RATE**

A. An engineer is permitted to operate two to four pumps, or a small mixer and a pump, or two to four welding machines, or two air compressors when under 200 cu. ft. capacity, or two large air compressors of over 200 cu. ft. capacity when hooked in manifold, or one to five mechanical heaters.

B. An operator shall be permitted to operate one throttle valve at the combination rate.

C. Combination rate shall mean premium pay of one dollar (\$1.00) per hour above the applicable hourly rate of pay.

It is understood and agreed as follows: When one air compressor under 200 cu. ft. capacity, or one pump, or one welding machine or one conveyor or self-propelled concrete saw is to be put into operation for a period of no longer than a total of four hours any one work shift and an assistant engineer is employed on the job, the assistant engineer (apprentice engineer) may operate the one machine for the period (four hours or less) at the combination rate. When there is no assistant engineer (apprentice engineer) on the job, an engineer shall be employed to operate any of the mentioned machines of this Article regardless of the amount of time the machine is to be operated. Where more than one of the mentioned machines of this Article is operated, an engineer shall be employed to operate the machines at the combination rate.

## **ARTICLE 29 - PAYMENT OF WAGES**

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 841. The employer may pay by Direct Deposit with written consent from the employee.

When an employee is laid off, he shall be paid in full at the payroll office on the job site, or by check mailed within twenty-four (24) hours, providing there is no payroll office set up on the job site, unless other arrangements are made at the pre-job conference. Employees who are discharged for just cause or who voluntarily quit of their own accord shall be paid in full at the close of the regularly scheduled payroll period in which they were terminated. Any employee shall receive two (2) hours additional pay for every day, excluding weekends and holidays that his check is late. If an employee is required to come back to the job site to pick up his check, he shall receive two (2) hours pay for doing so.

Each employee when paid shall receive a slip (check stub) showing the employee name, employer name, date of pay period, number of straight and overtime hours, his straight time hourly rate and all deductions and payments required by law or this Agreement.

## **ARTICLE 30 – COMFORT, CONVENIENCE, & SAFETY**

The Employer shall furnish to the employee fresh iced water and individual drinking cups at the job site, sanitary facilities, and provide an adequate amount of water to keep the dust down.

The Employer shall provide suitable shelter to protect the employees from falling materials and inclement weather, such as hard hats, and winter fans, heat housers, umbrellas, etc., and the Employer shall furnish a safe and suitable storage place for tools and otherwise meet reasonable safety standards.

Each Operating Engineer shall be required to successfully complete the Ten Hour OSHA Construction Safety and Health Course every three (3) years to maintain their safety awareness and competence. Employers may request referral of Operating Engineers who have completed the Ten Hour OSHA Course and refuse Operating Engineers who have not completed the course without penalty. Furthermore, the Operating Engineers shall use its training facility to insure that all Operating Engineers successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course.

Employees are required to furnish their own rain suits and boots and shall be held responsible for all tools and equipment issued to them.

Employees are required to furnish a crescent wrench, pliers, screw driver, and such tools as necessary for minor adjustments.

## **ARTICLE 31 – TRANSPORTING EQUIPMENT**

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.

## **ARTICLE 32 – 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 without unduly hindering the progress of the work.

## **ARTICLE 33 – TRANSPORTATION OF EMPLOYEES**

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

## **ARTICLE 34 – INJURIES AND FIRST AID**

The Employer shall maintain adequate first aid kits on all jobs where employees covered by this agreement are employed.

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.

In case of injury sustained by an employee in the course of employment, the Employer shall furnish to the Business Manager of the Union a written notice of injury.

## **ARTICLE 35 – EMPLOYEES' RIGHTS**

It is agreed that it will not be a violation or breach of this Agreement if any employee covered refuses to cross a picket line or refuses to enter the premises of an Employer or Contractor, if such refusal does not constitute a violation of Sub-section 303(a) of the Labor Relations Act, 1947.

## **ARTICLE 36 – PRE-JOB CONFERENCE**

Every Employer who is or becomes Party to this agreement shall notify the Business Manager of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers of any project within the territorial jurisdiction of the Union, and the Employer shall inform the Business Manager of the nature and classifications of Operating Engineers estimated to be required on the said project. The Employer shall meet with the Business Manager or Business Representative of the Union at a date, time and place mutually agreeable for the purpose of holding a pre-job conference. All pre-job conferences shall be reduced to writing on Local Union 841 current Memorandum of Pre-Job Conference forms and signing by



both Parties. Any questions concerning the application of the agreement shall be resolved at such pre-job conference and the Employer shall make arrangements for the referral of engineers to the project in accordance with the contractual referral provision.

A. Any other provision in this agreement to the contrary notwithstanding, the Employer shall have the right to bring to any particular job or project a key man (one), if the Employer deems necessary or appropriate. The Employer shall identify key man at the initial pre-job conference. Such key man shall be dispatched through the Referral Office.

B. A key man shall be a member in good standing of the Operating Engineers, but may be affiliated with some other local other than the one in which the particular job or project is located.

C. A key man shall be personally responsible for Registration Fees, Travel Service Dues and any applicable working dues as negotiated. Upon the failure of key man to comply with requirements set forth above, the Employer agrees upon request from the Union to discharge said key man.

D. Even on those jobs or projects where Employer has designated a key man to be dispatched, the first Operating Engineer on the project shall be a member of Local 841.

E. Assistant Engineers and Apprentices shall not be considered as key men.

### **ARTICLE 37 – BONDING**

Section 1. Every Employer who employs members of the Union and agrees to be covered or maintain the provisions of this Agreement may be required by the Union to give a surety bond payable to the International Union of Operating Engineers Local Union 841 Fringe Benefit Funds to insure the payment of fringe benefit obligations accruing under this Agreement. The Employer shall furnish a surety bond within fourteen (14) days after notice from the International Union of Operating Engineers Local Union 841 Fringe Benefit Funds that such is required. The amount of the surety bond may be up to \$200,000.

Section 2. The Fringe Benefit Funds may require an Employer to give 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 the Employer has not worked within the Union's geographical jurisdiction under this Agreement during any of the immediately preceding twelve (12) months.

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

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

## ARTICLE 38 - REFERRAL OF APPLICANTS

**Section 1.** When the Employer performs work covered by this Agreement in the area covered by Local Union No. 841 the following shall apply:

The Employer will obtain all employees through the Referral Offices of the Union in accordance with the non-discriminatory provisions governing the operating of the Union's Referral Offices as set forth in full herein:

**Hiring Procedures.** When an Employer calls a Referral Office for operating engineers they shall be referred in a non-discriminatory manner as follows:

A.) Satisfactory and competent operating engineers will be furnished in accordance with the provisions of this Agreement and the Regulations governing Referral Offices, Section B of this Agreement, within twenty-four (24) hours of the time they are requested if they are available and if for any reason they cannot be or are not furnished within such period, the Employer may employ any person but shall notify the Referral Office within twenty-four (24) hours of the commencement of such Employment. In cases where the Union does not have twelve (12) or more hours to fill an order for referral for a short job (10 or less working days) the Union may consider applicants on the register based on proximity to the job site in order to promptly fill the order.

B.) When an Employer needs key operating engineers there shall be a pre-job conference at which the classification to be filled by such employees, and the number of employees in each classification and the times of the commencement of their employment or the operational stages of the job or project at which their employment shall commence, shall be determined. Thereafter upon written request of an Employer, signed by a representative of the Employer on a job or project and delivered to the Referral Office servicing such job or project stating that such Employer desires that a named person or persons be referred in a classification or classifications agreed to at such pre-job conference, such person or persons shall be referred without regard to the provisions of Article 36, Section 3, (A), (B) & (C) of this Agreement and the Employer shall hire such person or persons so referred.

C.) In the event no person with the requisite experience is available, the Employer ordering such person shall not be free to hire directly a person to operate such piece of equipment or perform such work who has had less experience than the experience called for in the order.

D.) Nothing contained herein shall deny the Union the right to non-discriminatorily select any registrant for referral on the basis of experience in the industry, qualifications, certifications, or skills regardless of the registrant's place on the registration list, in order to fill an Employer's job order requesting such qualifications, certifications, and/or skills.

**Section 2. Regulations Governing Referral Office.** For the purposes of this Article only the following Referral Offices for referral to Employer for jobs in the area covered by this Agreement shall be recognized:

Referral Office No. 1 - located at 6801 South  
U.S. Highway 41, Terre Haute, Indiana Phone 812/299-1177

Referral Office No. 2 - located at 1602 Main Street,  
Vincennes, Indiana Phone 812/882-9508

Referral Office No. 3 - located at 616 South Oakwood,  
Oakwood, Illinois Phone 217/354-4858

**Section 3.** Each Referral Office shall maintain the following lists on which persons not currently employed in the highway, general building and heavy construction industry may register for referral at any time during normal business hours at that Referral Office. No person shall be allowed to register out of work if they have not been laid off.

**A. List 1** is for persons not currently employed, who are seeking active employment, i.e., each Operating Engineer who has worked as an Operating Engineer for an employer and/or employers who are parties to Collective Bargaining Agreements with the Union on work as defined in Article 4 of this Agreement within the Local's territorial jurisdiction for a period of four (4) years, i.e., forty-eight months (48) or more preceding this registering for referral, with at least 3,000 verifiable operating engineer hours during the preceding forty-eight (48) months.

**B. List 2** is for persons not currently employed, who are seeking active employment, i.e., each Operating Engineer who has worked as an Operating Engineer for an employer and/or employers who are parties to Collective Bargaining Agreements with the Union on work as defined in Article 4 of this Agreement within the Local's territorial jurisdiction for a period of less than four (4) years, i.e., forty-eight months but more than one (1) year, i.e., twelve (12) months preceding this registering for referral, with at least 1,000 verifiable operating engineer hours during the preceding forty-seven months.

**C. List 3** is for persons not currently employed, who are seeking active employment, i.e., each Operating Engineer who has worked as an Operating Engineer for an employer and/or employers who are parties to Collective Bargaining Agreements with the Union on work as defined in Article 4 of this Agreement within the Local's territorial jurisdiction for a period of less than one (1) year, i.e., twelve (12) months preceding this registering for referral.

**D. List 4** is for all other persons seeking active employment.

**E.** Separate lists shall be kept for Apprentices and on the same basis as for the Operating Engineers. However, an apprentice who has been expelled or otherwise been removed from the Apprenticeship Program for cause shall be ineligible for referral for a period of time not to exceed ten (10) years, or until the individual completes the Apprenticeship Program, whichever occurs first.

**F.** An Operating Engineer who, while employed or registered for referral becomes incapacitated by reason of injury or illness shall for all purposes of these referral procedures be considered employed or available for employment for the full period of incapacity, for up to four (4) years if a List 1 or List 2 registrant, and for up to three (3) years if a List 3 or other registrant seeking employment.

**G.** All officers and Business Representatives of the Union, Instructors employed by the Training Site, and those military personnel who are actively serving in a branch of the military who have had experience in any one or more of the Occupational Classifications of work covered by this

Agreement, shall be deemed to have been continuously employed at the trade for purposes of this Article.

**H.** The Union reserves the right to periodically review registrants' referral cards and, for any good and non-discriminatory reason, to require from registrants proof of experience on the equipment the registrant has listed; and/or it may require the registrant, as a condition of referral, to submit to a skills test administered by the Apprenticeship Program.

**I.** The Union may require any registrant, who is discharged for incompetence three (3) times in the previous two (2) years on the same type of equipment, to be skills tested by the Joint Apprenticeship Committee.

**Section 4.** No person seeking active employment may register for Referral as an Operating Engineer and as an Apprentice at the same time.

**Section 5.** All persons seeking to register for active employment shall be responsible for calling the referral office, or offices, personally and setting forth their names, address, email address (if applicable) and telephone number and classifications of work sought and their experience therein and may change such classification or classifications at any time before being referred. An employee who has been on call for seven consecutive days shall be deemed to be laid off and must re-register and be re-dispatched per the terms of this Article 38.

**Section 6.** In referring, each Referral Office shall refer those on List 1 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 2 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered for work and thereafter those on List 3 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 4 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered and available for work.

**Section 7.** Subject to Section 1A, Section 8, A and B, Section 9 A through C; and Section 11 of this Article 38, all registrants on Lists 1 through 3 shall be referred in accordance to their registered out of work date. The name of a registrant so referred shall be stricken from the list if the job to which the registrant is referred lasts ten (10) calendar days. However, if employee quits without just cause, that employee will go to the bottom of applicable list forfeiting his or her right to the ten (10) calendar day rule.

**Section 8.** Regardless of anything in these Regulations to the contrary, the following shall apply to all registrants on Lists 1 and 2:

**A.** The Employer may request, by name, the referral of any Operating Engineer who is registered for employment, and the Union shall make such referral, provided, said individual has been employed as an Operating Engineer by the requesting contractor within eighteen (18) months. The registrant must have been on the referral list 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.

B. In the event the requested Operating Engineer is not registered or not available for work at the time of the receipt of a written request, the Referral Office shall so notify the Employer as soon as possible, and the twenty-four (24) hour period provided in Section 1, A shall not commence to run until receipt by the Referral Office of either a request for an unnamed qualified registrant by classification or a further request for a named Operating Engineer who is registered and available for work at the time of the receipt of the written request.

**Section 9.** Subject to the exceptions set forth in these referral procedures, all persons on List 3 and 4 shall be referred in accordance with their registered out of work date, and when referred, their names shall be stricken from the list, provided however, that upon written request of a signatory Employer, signed by a representative of the Employer on a job or project and delivered to the Referral Office embracing such job or project stating that such Employer desires, on the basis of past satisfactory service, that a named List 3 or 4 registrant be referred to such job or project, such Referral Office shall refer such List 3 or 4 registrant only after the following conditions have been met:

A. No employee shall be laid off or discharged to make room for such person.

B. The Employer shall not request a List 3 or 4 registrant unless he has in his employ four (4) or more persons classified as Operating Engineers working in the area covered by this Agreement, provided said registrant was last employed as an Operating Engineer by the requesting Employer, and said registrant has been on the referral list for five (5) or more calendar days, and provided said registrant was employed as an Operator by the requesting Employer within eighteen (18) months preceding the Employer's request.

C. In the event the named person is not registered or not available for work at the time of the receipt of a written request, the Referral Office shall so notify the Employer as soon as possible, and the twenty-four (24) hour period provided in Section 1, A shall not commence to run until receipt by the Referral Office of either a request for an unnamed qualified registrant by classification or a further request under this Section 9, A and B for a named person who is registered and available for work at the time of the receipt of the written request.

D. Registration on Lists 1 through 3 shall be valid for 98 days (14 weeks) from the date of registration. Such registration can be renewed between the 84th and the 99th day after re-registration and such renewal shall be valid for an additional 98 days from the original registration date. A registrant may renew his registration as often as necessary until his name is stricken from the list by the reason of accepting employment in the highway, general building and heavy construction industry, or by failure to renew his registration within the time provided.

**Section 10.** An Employer may transfer an employee to a jointly owned Company, provided he notifies the Referral Office prior to the transfer.

A. When an individual Employer rents or leases equipment, an employee of the lessor operating the equipment may be transferred to the payroll of the lessee, but shall be considered an employee of the lessor for the purpose of these non-discriminatory hiring procedures, provided, such employee has been referred in accordance with these non-discriminatory hiring procedures and shall have been in the employ of the lessor, or a lessee of the lessor, for the five (5) working days next preceding the date of the rental of the equipment, and the Referral Office servicing the job or project on which such equipment is to be used is notified in writing by the lessee before

twelve o'clock noon of the day prior to the first day such equipment is to be used on the job or project, and provided further, that such employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or replacement.

**Section 11.** The Employer may reject any registrant referred by a Referral Office for employment for any non-discriminatory reason consistent with its right to be the judge of the qualifications of the Operating Engineers it chooses to hire, the Employer having the sole right of hiring.

**Section 12.** Upon being referred, the registrant shall proceed to the job at once. When call is made to a Referral Office for operating engineers to report to work on day of request a reasonable time shall be allowed for traveling from the Referral Office to the job site. A registrant who fails without good cause to report for work when referred on the shift to which referred or within the time agreed to if referred to work on the day of request shall not be eligible for referral for seven (7) days thereafter. When a registrant is requested by Employer to be referred on the day of request, and the registrant referred does report for work that same day, he shall be paid for his full shift if he reports during the first half of the shift and works the balance of the shift or for the half shift, if he reports during the second half of the shift and works the balance of the shift.

**Section 13.** In the event any job applicant is aggrieved with respect to the operation of this Referral Procedure he may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the Referral Office a written statement setting forth the grievance charged. Forms for the submission of such grievance shall be available at Referral Offices. An Appellate Tribunal shall be established consisting of a Representative of the Union, the Employer and an Impartial Chairman appointed jointly by the Union and the Employer. The Union and the Employer will each appoint their representative within two days after the grievance has been filed, and these two Representatives, within two days after their appointment will appoint the Impartial Chairman. The Tribunal will then meet and render a decision within ten (10) days and such decision shall be final and binding on both parties.

**Section 14.** The Union and the Employer and each Referral Office of the Union in carrying out the provisions of this Agreement with respect to Article 38 of this Agreement and the registration and referral of persons seeking active employment, will not discriminate either in favor of or against such registrants, or persons seeking to register by reason of membership in or non-membership in any Union, nor shall the carrying out of the provisions of this Agreement with respect to referral and the registration and referral of persons seeking active employment be based on, or in any way affected by Union membership. The Employer shall not discriminate either in favor or against persons seeking active employment or any of them by reason of membership or non-membership in any Union or by reason of acting on behalf of or in opposition to any Union.

**Section 15.** An employee who, while employed on the type or kind of craft work of Operating Engineers, or who was or is transferred by an Individual Employer to a job or project outside the area covered by this Agreement, and was or is there employed by such individual employer or by a Joint venture with which said individual employer is associated on the type or kind of craft work covered by this Agreement, shall for all purposes of this Article 38 be considered to have been employed or registered for employment in the area covered by this Agreement for the period of such services outside of the area covered by this Agreement.

**Section 16.** The Union recognizes its obligations and therefore assumes full responsibility to each

applicant for any loss or damage resulting from any such discrimination or other violation of law by the Union in its operation of the Referral Offices.

In the event the Union or the Employer uses the Referral Procedure for the purpose of coercing the Employer and employees then an Employer can file a written complaint with the Union which complaint will be subject to the Grievance and Arbitration Procedure as set forth in Article 41 of this Agreement.

In the event an Arbitration Board so set out in Article 41, finds that the Local Union involved was in violation of this Section with any one Employer, thereafter that Employer involved may resort to any course that he may choose for the recruitment of needed employees, and that Local Union shall not have preferential rights for the referral of employees to this Employer throughout the remaining time of this Agreement, or during the time the Employer remains in the area of the Local Union involved.

It is understood and agreed that this Article does not alter or waive any of the rights of the Local Union in the event an Employer violates the basic collective bargaining Agreement.

**Section 17.** The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no restriction as to the use of machinery, tools or appliances, however, this Article and Section shall not in any way alter, suspend or nullify any of the provisions previously established in this Agreement.

**Section 18.** All provisions of this Referral Procedure shall be posted in places where notices to employees and applicants for employment are customarily posted.

## **ARTICLE 39 - JOB STEWARDS**

A. The Business Manager or Business Representative of the Union may select an employee on each shift in operation on a job or project to serve as Job Steward.

a. In addition to his regular assigned work, the Job Steward shall be permitted to perform, during working hours, the duties set forth in B of this Article. The Union agrees that such duties shall be performed expeditiously as possible, and the Employers agree to allow Job Stewards a reasonable amount of time for the performance of such duties.

b. The Business Manager or Representative of the Union shall notify the Employer, or his representative, in writing, of the appointment of Job Steward, and the Employer shall notify the Union of his termination.

B. The Job Steward shall be limited to and shall not exceed the following duties and activities:

a. Check the referral of each employee referred under the terms of this agreement to his Employer before such employee commences work or as soon thereafter as practical.

b. Report to his Business Manager or Representative all violations of this agreement.

c. Report to his Business Manager or Representative any employee covered by this agreement

who, during his shift, leaves the job site without giving the Employer and the Job Steward prior notice.

C. The Job Steward shall not:

a. Stop the Employers work for any reason.

b. Tell any workmen, or any employee covered by this agreement, that he cannot work on the job.

D. Infraction of either of the two rules set forth in C above shall be cause for immediate dismissal of the Job Steward without any prior notice.

#### **ARTICLE 40 - VOLUNTARY SUSPENSION OF WORK**

If work is voluntarily suspended by the employer all employees shall be deemed to be laid off if such suspension lasts seven (7) calendar days. It is hereby understood that this clause has no application to work suspension caused by labor disputes.

#### **ARTICLE 41 - ARBITRATION**

There shall be no stoppage of work on account of any difference of opinion or dispute as to the proper interpretation and/or application of this agreement. Any dispute shall be handled in the first instance by a representative of the Union and a representative of the Employer, and if they fail to reach a settlement within five (5) work days, it shall be referred to a Board of Arbitration composed of two (2) persons appointed by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD), and two (2) persons appointed by the Union. If unable to reach a majority decision promptly, the four (4) so appointed shall select a fifth member. In the event the four (4) so appointed arbitrators are unable within two (2) work days to agree upon the fifth arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) from which the fifth member shall be selected. A majority decision of the Board of Arbitration shall be final and binding upon both Parties.

The Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any section of this agreement. It shall not, however, be empowered to enter negotiations for a new agreement, changes in the wage scale or jurisdictional disputes.

It shall not be a violation of this agreement for the Union to take strike or any legal action against an Employer who fails or refuses to pay wages due employees or is delinquent in the payment of contributions required hereunder. Provided, that prior to taking such action, the Union gives at least three (3) days prior notice to Employer involved and to the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD).

#### **ARTICLE 42 - WORKMEN'S COMPENSATION**

The Employer shall carry Workmen's Compensation Insurance in a company or association authorized under applicable state laws and regulations to insure the liability to pay compensation under Indiana Workmen's Compensation Act.



### **ARTICLE 43 - UNEMPLOYMENT COMPENSATION**

The Employer shall make all contributions required under the Indiana Unemployment Compensation Act. Whenever an Employer shall not be subject to the provisions of such act because of the number of employees in the employing unit, he shall nevertheless, pursuant to the provisions of said Act, make election to be subject thereto.

Any employee covered by this agreement shall be considered to have been hired and employed in Indiana. The employment of such person shall be governed by the laws of Indiana.

### **ARTICLE 44 - COMPLETENESS OF AGREEMENT**

This agreement is intended to cover all matters of wages, hours and other conditions of employment, including insurance benefits, welfare funds, pension or benefit plans or related subjects and during the balance of the terms of this agreement, the Employer will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this agreement. Any rights or privileges of the Union or the Employer not herein specifically waived shall be retained.

### **ARTICLE 45 – DISCRIMINATION**

There shall be no discrimination by any Employer or the Union by reason of race, creed, color, sex, veteran's status or national origin and the Employer and Union will comply with all applicable laws and regulations, both State and Federal, provided however, that nothing herein last above set out shall require the Employer or the Union to violate any provision of the Labor Management Relations Act and any Amendments thereto.

Whenever any words are used in this agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply. Whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and whenever any words are used in the plural, they shall also be construed to include the singular.

### **ARTICLE 46 - SAVINGS & SEPARABILITY**

Any provision contained herein that is contrary to or held to be in violation of the Labor Management Relations Act, 1947, or any Federal or State law now in force or hereafter enacted, or hereinafter becoming effective shall be void and of no force or effect, and this contract shall be construed as if said provisions herein were not a part hereof, 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, 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 contract shall remain in effect only so long as said law, amendment, order or regulation continues in force, or until the expiration of this agreement, whichever event shall first occur.

## **ARTICLE 47 - DURATION AND TERMINATION**

The new agreement effective April 1, 2023 through March 31, 2026 may be reopened 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 the date of notice to reach an agreement. If at the end of the sixty (60) day period no agreement has been agreed upon, the contract shall expire on the next anniversary date. Each party shall have reserved to itself its full economic and legal options, including but not limited to, strike or lockout.

The provisions of this agreement shall be in full force and effect beginning the first day of April, 2023 until the thirty-first day of March, 2026. Except as provided above, if either Party to this agreement desires a change in this agreement or to terminate this agreement, they shall notify the other Party in writing by registered mail of such desire during the month of December, 2025. If such written notice is not properly given, this agreement shall continue in full force and effect each year thereafter until such notice is given.

## **ARTICLE 48 - INDUSTRY ADVANCEMENT FUND**

**Section 1** — Each Employer is to contribute to the Indiana Constructors Industry Advancement Fund ("ICIAF"), or to a successor fund approved by the ICIAF Committee, THIRTEEN CENTS (\$0.13) per hour, or whatever amount the ICIAF Committee determines is appropriate from time to time, for each hour worked by each Employee working under this Agreement.

**Section 2** — The contribution to ICIAF shall be deposited no later than the twelfth (12<sup>th</sup>) of the following month for the preceding month, or at such other regular intervals as may be determined by the ICIAF committee to the depository designated by the ICIAF committee and such contribution shall be reported on such forms as may be designated by the ICIAF committee.

**Section 3** — The activities of ICIAF shall be determined by the ICIAF Committee and shall be financed from the payments herein provided. The Employer expressly ratifies and adopts the ICIAF Policy Statement. The Employer expressly acknowledges the substantial benefits that are rendered to it as a result of 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.

**Section 4** — The Employer hereby agrees that the designated representative of the Indiana Constructors, Inc. - Labor Relations Division (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 of an audit, or if a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of the audit and/or collection, including reasonable attorney's fees, incurred by the Indiana Constructors, Inc. - Labor Relations Division (ICI- LRD) and/or ICIAF. It is further understood that such Employer shall be obligated to pay any delinquent contributions to ICIAF with interest charged at the rate then applicable to Internal Revenue Service collection of

delinquent and/or unpaid taxes.

**Section 5** — It is expressly agreed and understood that no Employee, Employer or Union has any vested or proprietary interest in, or right to, any sum constituting a part of such Industry Advancement Fund ICIAF.

#### **ARTICLE 49 - SUBSTANCE ABUSE TESTING PROGRAM**

A. Each employer agrees to pay to the Substance Abuse Testing (SAT) Program four cents (\$.04) from 4-1-2023 to 3-31-2026 for each hour worked or paid for by each employee working under this agreement.

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

C. 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.

D. 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.

#### **ARTICLE 50 - NOTICES**

Notices hereunder shall be deemed to have been adequately given if served upon the persons named below at the address indicated:

Notices to the Union shall be addressed to: Attn:

Business Manager  
International Union of Operating Engineers Local  
Union No. 841  
P. O. Box 2157  
Terre Haute, Indiana 47802

Notices to the Employers shall be addressed to:

ATTN: President  
Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)  
One North Capitol, Suite 1000 Indianapolis,  
IN 46204-2026

Notices to an individual Employer shall be to his principal permanent business address.  
In witness whereof, the Parties hereto have caused this agreement to be approved, ratified, and signed by the duly authorized officers of the parties hereto.

Signed this 21 day of June, 2023.

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL UNION NO. 841**



  
Tom Ridge, Business Manager

EMPLOYERS AUTHORIZING INDIANA CONSTRUCTORS, INC. - LABOR RELATIONS DIVISION (ICI-LRD) TO COLLECTIVELY BARGAIN WITH OPERATING ENGINEERS LOCAL UNION 841 FOR JOB SITE HIGHWAY, HEAVY, RAILROAD, AND UTILITY CONSTRUCTION WORK AND WHO HAVE, PURSUANT TO SUCH WRITTEN AUTHORITY VOTED AND RATIFIED THIS AGREEMENT EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2026:

American Contracting & Services, Inc.  
Bowen Engineering Corporation  
Calumet Civil Contractors, Inc.  
CE Hughes Milling, Inc.  
Crackers Demo, LLC  
Crider & Crider, Inc.  
C-Tech Corporation, Inc.  
James H. Drew Corporation  
E & B Paving, Inc.  
Earth Images, Inc.  
Feutz Contractors, Inc.  
Fox Contractors Corp.  
Gradex, Inc.  
HIS Constructors, Inc.  
Hi-Way Paving, Inc.  
The Hoosier Company, Inc.  
Insituform Technologies USA, LLC  
Javelina Construction, Inc.  
Kokosing Industrial, Inc.  
LaPorte Construction Co., Inc.

R. L. McCoy, Inc.  
McCrite Milling & Construction Co.  
Mid-America Milling Co., LLC (MAMCO)  
Midwest Mole, Inc.  
Milestone Contractors, L.P.  
Milestone Contractors South  
Mt. Carmel Stabilization Group, Inc.  
Pemberton Davis Electric, Inc.  
Phend & Brown, Inc.  
Poindexter Excavating, Inc.  
Pontem Contractors, Inc.  
Rieth-Riley Construction Co., Inc.  
J. H. Rudolph & Co., Inc.  
Slusser's Green Thumb, Inc.  
Specialties Company, LLC  
S T Construction, Inc.  
Walsh Construction Company  
Walsh Construction Company II, LLC  
WB Koester Construction, LLC

**INDIANA CONSTRUCTORS, INC. - LABOR RELATIONS DIVISION (ICI-LRD)**

**MEMORANDUM OF UNDERSTANDING MARKET RECOVERY AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 841 AND INDIANA CONSTRUCTORS, INC. - LABOR RELATIONS DIVISION (ICI-LRD) for the purpose of making the contractors signatory to this Agreement more competitive in a market that is now beyond the realm of possibility and to create added jobs for the unemployed members of International Union of Operating Engineers Local 841.

It is agreed the wage rate for work being performed and defined in Group A of Article 7 of the Indiana Highway and Utility Agreement (Agreement) negotiated by and between the Parties shall be as mutually agreed to by the Contractor and the Union, on a project-by-project basis.

It is further agreed that the Union, at their discretion, may instead offer financial assistance, based on estimated man hours and/or other criteria, on certain projects falling within the scope and intent of this Memorandum of Understanding.

This Memorandum of Agreement does not include projects having a pre-determined wage setting. However, on certain projects deemed to be advantageous by both parties to do so and with notice to the Union, by mutual consent of the Parties, said project may be within the scope and intent of the Agreement.

Local 841 agrees to work with the contractors on projects that do not fall under Davis Bacon or have no predetermined wage or prevailing wage. We may offer the option of four tens (4 – 10”s) or even a “freeze” on the hourly wage rates for a year provided the contractor absorbs the fringe benefit increases. This may be implemented in situations where the signatory contractors are bidding against non-union contractors.

Provided that if a Market Recovery Agreement is reached between the Contractors and any other craft performing work on said project then the percentage rate paid to the Operating Engineers covered by this Memorandum shall be not less than that paid to any other craft. The Union may cancel this Agreement as to a particular contractor if in its sole judgment the Union believes the said Contractor has violated or abused this Agreement. Provided further, should difference of opinion arise pertaining to work covered by this Memorandum of Agreement, difference of opinion shall be settled in accordance with Article 41 (Arbitration) of the Agreement. All other terms and conditions of the Agreement shall apply.

This Agreement shall not apply to projects already in progress nor to projects having been bid prior to signing of same. The provisions of this Agreement shall be in full force and effect beginning the first day of April 2023 until the thirty-first (31st) day of March, 2026. If either party to this Agreement desires a change in this Agreement or to terminate this Agreement, they shall notify the other Party in writing by registered mail of such desire during the month of December 2025. If such written notice is not properly given, this Agreement shall continue in full force and effect each year thereafter until such notice is given.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved and signed by the duly authorized officers of the parties hereto.

Entered into and signed this 21 day of June 2023.

**For I.U.O.E., Local 841**

**For Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)**



## **LETTER OF UNDERSTANDING**

### **PERMANENT ASPHALT PLANTS**

#### **INTENT**

It is the intent of the parties to protect their mutual interest in maintaining competitive opportunities for a construction company such as the Employer who employs members of the Operator's Industry.

#### **GENERAL PROVISIONS:**

A. **WORK COVERED** – This Agreement specifically includes the operation and maintenance of all Permanent Asphalt Plants, currently located or may be located in the territorial jurisdiction of Local 841.

This Agreement does not cover warranty and specialized mechanics who are not employees of the employer. Such Mechanics may perform job site repair or job site maintenance if assisted by an employee covered by this Agreement.

This Agreement does not cover recycling operations located at or near Permanent Plant Site or temporary Asphalt Plants established, or reopened to be established, in the vicinity of the work for the sole purpose of supplying asphalt materials to be incorporated into the work on a designated project(s). (Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)-Operators Union, Local 841 Agreement-Article 2 Work Covered).

#### **B. CLASSIFICATIONS, WAGES & CONTRIBUTIONS –**

Group A – Permanent Asphalt Plant Operators

Group A – minus \$1.00 – Endloader Operator

Group B – Assistant Asphalt Plant Operator

Group I, Asphalt Plant Operator wage rate in this agreement will always be paid in accordance with the Group A wage rate listed in the current negotiated Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)-Operators Union, Local No. 841 Agreement.

Group II, Endloader Operator wage rate in this agreement will always be paid \$1.00 per hour less than the Group A rate in accordance with the Group I wage rate listed in the current negotiated Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)-Operators Union, Local No. 841 Agreement.

Group III, Assistant Plant Operator wage rate in this agreement will always be paid in accordance with the Group B wage rate listed in the current negotiated Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)-Operators Union, Local No. 841 Agreement.

It is understood and agreed, when the permanent asphalt plant is not operating for one week or more, a non-productive rate of equal to the Group B wage rate in the current negotiated Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)- Operators Union, Local No. 841 Agreement will be paid plus benefits. The permanent plant operator is to receive \$1.00 more. (Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)-Operators Union, Local No. 841 Agreement-Article 7 – Classifications, Wages, and Contributions)

**C. STRIKES, STOPPAGES:**

During the life of the Agreement, there will be no strikes, work stoppages, interruptions or impeding of the work during the contract, or during contract negotiations. It is understood and agreed that all wages and conditions settlements will be retroactive as stipulated in the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) - Operators Union, Local No. 841 Agreement. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.

D. The employer will retain the right to determine Permanent Asphalt Plant manning requirements, however, all employees will be members of Operating Engineers.

**For I.U.O.E., Local 841**



**For the Employer**



ADDENDUM TO  
THE AGREEMENT

by and between

**INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD)**

**and**

**OPERATING ENGINEERS LOCAL 841**

**SUBSTANCE ABUSE TESTING PROGRAM**

**I. POLICY STATEMENT.**

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 following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees covered by this Agreement.

**II. DEFINITIONS.**

- a. Accident - Any event resulting in injury to a person or property to which an employee contributed as a direct or indirect cause.
- b. Accredited Laboratory - A laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for testing of Prohibitive Items & Substances.
- c. Adulteration - To degrade a test sample by substitution or addition of other ingredients in an effort to mask the presence of unauthorized drugs. An adulterated test shall be considered a positive test.
- d. Annual- Employees are to be tested at least every 12 months. The Indiana Constructors, Inc. Substance Abuse Testing (ICISAT) Program will identify and notify employees when their annual test is due. When an employee exceeds twelve (12) months without a test of any kind (pre-employment, random, etc.) their ICISAT card status will be changed to “expired”. Those employees identified by the ICISAT Program as not being tested in the previous 12 months will be instructed to report to an ICISAT approved collection site and provide a urine sample within a time period of three (3) days. The employees card status will be changed back to “valid” if they provide a sample within 3 days, that sample is suitable for testing and the ICISAT test results of their urine sample are negative. Annual test cost will be paid for by the ICISAT Program, provided ICISAT authorized the test and the test was taken at an ICISAT approved clinic. If the employee is laid-off at the time the annual testing is required and the employee was authorized by the ICISAT to take the test and the employee’s test results are negative, the ICISAT Program will pay the laid-off employee twenty-five dollars (\$25) for travel time to the ICISAT designated clinic. It is understood that such testing will occur on the laid-off employee’s time.



- e. Diluted Sample - Urine samples which the laboratory reports as unacceptable with regards to measured levels of creatinine or specific gravity will be considered diluted samples. The employee shall be required to provide another urine sample for testing.
- f. Employees - All individuals who are covered by this Agreement, provided that individuals referred for employment by the Union under the hiring provisions of the Agreement are considered "Applicants" until they are hired and put to work by the Employer.
- g. 10-panel Test - Describes a laboratory test conducted by a SAMHSA certified laboratory for the presence of one or more of the ten drugs or classes of drugs described under the definition of "Prohibited Items and/or Substances" and listed in Section IV.1.b. of the Indiana Constructors, Inc. Substance Abuse Testing Program (ICI SAT Program). A 10-panel Test may include more or less than 10-panels based on technology available to the SAMHSA; provided however, the drugs or classes of drugs detected will comply with the ICI SAT Program.
- h. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- i. "Medical Review Officer (MRO)" - The MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate positive substance abuse test results together with the individual's medical history and any other relevant biomedical information. The MRO is the individual responsible for receiving laboratory results.
- j. Not Suitable for Testing - A urine sample that the Medical Review Officer (MRO) determines as not meeting the requirements for a valid test. After consultation with the employee, a retest may be required.
- k. Pre-employment test - Participating contractors may require prospective employees to take a test, per paragraph t., to determine if an applicant qualifies per this program for employment.
- l. Premises - All construction job sites for which the Employer has responsibility. This includes all job areas, offices, facilities, land, buildings, structures, and all company vehicles used in the performance of covered work.
- m. Probable Cause - Probable cause shall be defined as observable abnormal or erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- n. Prohibited Items and/or Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, drug paraphernalia in the personal possession of or being used by an employee on the premises. Also prohibited are alcoholic beverages being consumed by an employee on the premises.
- o. Random Test - An unannounced test pursuant to an objective method for selection. Random test cost will be paid for by the ICI SAT Program.
- p. Rehabilitation Program - An Employer approved confidential counseling service, designed to help employees resolve problems that involve alcohol or drug abuse, staffed by certified and credentialed human services professionals.

q. Reinstatement - Refers to the requirements that a person who tested positive for prohibited items and/or substances under the ICI SAT Program must satisfy before he is eligible to return to work.

r. Retest - A second separate test necessitated by an adulterated or intentionally diluted sample or a test considered not suitable for testing. A retest that is considered an adulterated or a diluted sample (whether diluted intentionally or unintentionally), or as a test not suitable for testing shall be considered a positive test. Costs of retesting necessitated by an unintentionally diluted and/or a test considered not suitable for testing will be paid for by the ICI SAT Program. Costs of retesting an adulterated or intentionally diluted sample will be paid for by the individual.

s. Substance Abuse Professional (SAP) - A SAP is a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of disorders relating to alcohol and drug abuse.

t. Test - Is defined as the collection of an individual's urine specimen and the subsequent 10-panel analysis of that specimen, with the testing cutoffs established in accordance with applicable federal standards or workplace industry standards when applicable federal standards are not in place. For alcohol, a test is defined as the collection and analysis of an individual's breath specimen in accordance with testing cutoffs established in accordance with applicable federal standards; most often a specimen analyzed by a breathalyzer listed on the US DOT's Conforming Products List. Specimen collection procedures will be designed to respect employee privacy, while protecting the accuracy and integrity of the specimen provided by each employee. Current collection and testing procedures generally follow those established for federally-mandated DOT testing.

### III. CONFIDENTIALITY.

a. All parties to this program should encourage any employee with a substance abuse problem to accept assistance in dealing with the problem. All parties will take the necessary actions to assure the problem is handled in a confidential manner.

b. When test is required, the specimen will be identified by a code number associated with a Chain of Custody Form to insure confidentiality of the employee. The employee must witness this procedure.

c. Results will be reported to the Employer and the Union by the MRO.

### IV. RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES.

1. RULES - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site, or during working hours.

b. Report to work with above the measurable amount of the following prohibited substances in their system.

Initial test analyte	Initial test cutoff	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	15 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL	100 ng/mL
Codeine/Morphine	2000 ng/mL	2000 ng/mL
Hydrocodone & Hydromorphone	300 ng/mL	100 ng/mL
Oxycodone & Oxymorphone	100 ng/mL	100 ng/mL
6-Acetylmorphine	10 ng/mL	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Amphetamines	500 ng/mL	250 ng/mL
Methamphetamine	500 ng/mL	250 ng/mL
MDMA (Ecstasy)	500 ng/mL	250 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	300 ng/mL
Methadone	300 ng/mL	300 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Ethanol (Alcohol)	.04% w/vol	.04% w/vol

New drugs may be added as they are determined to be illegal or considered to be prohibited items and/or substances by mutual agreement.

2. Discipline - When the Employer has probable cause to believe an employee is under the influence of a prohibited substance, for reason of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay subject to the test results.

If the test results prove negative, the employee shall be returned to work with back pay. In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who refuse to cooperate with testing procedures will be subject to immediate termination. If an individual does not provide a suitable specimen within two hours (2 hours), it will be considered a refusal and treated as a positive test result and the individual will be subject to immediate termination.
- c. Employees found to be in the possession of prohibited items and/or substances will be terminated.
- d. Employees found selling or distributing prohibited items and/or substances will be terminated.
- e. Employees who test above the measured amount of prohibited items and/or substances as provided for in IV.1.b. while on duty, or while operating a company vehicle, will be subject to termination.

f. First Positive Test Result: The provisions below apply to an employee who is tested pursuant to this policy and who receives a positive test result.

1) Consequence for First Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO of the positive test result.

2) Reinstatement: Employee is not eligible for work until he has taken, at his own expense, a 10-panel test, at an approved clinic and the results of this test have been analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b .and the ICI SAT Program, Union and Employer have received the certified negative test results.

3) Sporadic Testing of Reinstated Employees: A reinstated employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.

g. Second Positive Test Result: The provisions below apply to an employee who has previously tested positive, and tests positive a second time pursuant to such random testing, sporadic testing or any other testing under this policy:

1) Consequence for Second Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.

2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed an SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT Program, Union and Employer have received the results of a 10-panel test, a copy of the letter written by the SAP and a copy of the rehabilitation program successful completion letter, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.

3) Sporadic Testing of Reinstated Employees: A reinstated employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT program.

h. Third and additional Positive Test Results: The provisions below apply to an employee, who tests positive three or more times pursuant to such random testing, sporadic testing or any other testing under this policy:

1) Consequence for Third and Additional Positive Test Results: The employee is subject to immediate termination upon notice to the Employer by the MRO, of the positive test result and he will not be eligible for reinstatement for a period of six (6) months from date of the positive test.

2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed a SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT

Program, the Union and the Employer have received the results of a 10-panel test, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.

3) Sporadic Testing: A reinstated employee, who has previously tested positive three (3) or more times, is subject to unscheduled sporadic testing for two (2) years from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.

3. Prescription Drugs - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Employer will consult with the employee to determine if a reassignment of duties is necessary. If a reassignment is not possible, the employee will be relieved of duties until released as fit for duty by the prescribing physician, at which time the employee shall be reinstated to his former employment status if work for which he is qualified is available at that time.

If the employee is tested and the test is positive, and the employee has not previously informed the Employer of the use of prescription drugs, the employee may be suspended for two weeks and is subject to unscheduled sporadic testing for six months.

4. Grievance-All aspects of this program shall be subject to the grievance procedure spelled out in the Collective Bargaining Agreement.

## **V. DRUG/ALCOHOL TESTING.**

The parties to this program agree that under certain circumstances the Employer will find that it is necessary for testing to be conducted for prohibited items and/or substances pursuant to the following procedures.

a. A pre-employment drug and alcohol test may be administered to all Applicants. The Applicant will be placed on the payroll and put to work pending receipt of the drug and alcohol test. Such employment shall be probationary in the sense that continued employment of the individual shall be contingent upon successful passage of the drug and alcohol test.

b. All employees shall be subject to random testing.

c. A test may be administered in the event there is probable cause to believe that the employee has reported to work under the influence of a prohibited item and/or substance, or is or has been under the influence of a prohibited item and/or substance while on the job; or the employee has violated this drug program. During the process of establishing probable cause for testing, the employee has the right to request his on-site steward to be present, if available.

d. Testing may be required if an employee is involved in a work place accident/incident or injury.

e. Test results from all ICISAT testing will be entered into the ICISAT database. The employee's annual test date will be automatically updated with negative test result entries.

f. Employees may also be tested on a voluntary basis.

g. Sporadic testing as provided in IV.2. may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a two (2) year period. Each Applicant or Employee to be tested will be required to sign a Consent and Chain of Custody Form, assuring proper documentation and accuracy. If an Applicant or employee refuses to sign a Consent Form authorizing the test, ongoing employment by the Employer will be terminated.

The employee shall be paid for the time lost for the following tests to be conducted, only if the test results are negative, Random, Post Accident, Incident and Probable Cause.

The Employer will permit the employee who is required to take a drug test to obtain a "split sample," and the employee may request the laboratory to send the "split sample" to an accredited laboratory of his choosing, at his own expense, as described in IV.2. The test result of the split sample must be released to the Employer within a maximum of five (5) working days. If the split sample test result is negative, the employee may be returned to work on the same job site providing work for which he is qualified is still available. Any employee who successfully challenges the accuracy of a positive test result shall be reimbursed for his cost for the second testing and any time loss from work up to a maximum of five (5) work days. If the split sample tests positive, then the employee shall be subject to immediate termination. Drug and alcohol testing will be conducted by an accredited laboratory and may consist of either blood or urine tests, or both, as required. Blood tests (for drugs and alcohol) will be utilized for post-accident investigation only if a urine or breathalyzer test cannot be administered.

## **VI. IDENTIFICATION CARD.**

- a. An ICI SAT identification card will be issued to each person who tests negative in a valid test. The card will contain the Applicant's name, photo and a unique ICI SAT database identification number. The ICI SAT card will be valid until the employee tests positive. The employee shall carry their valid ICI SAT card whenever they are on a job. Failure to produce the ICI SAT card on request by the Employer or their agent may cause the employee to be suspended until the card is presented or until it is verified by the testing agency that the employee's last test was negative. Replacement of a lost or damaged ICI SAT card shall be at the employee's expense.
- b. New hires, with an ICI SAT identification card. If an Applicant has a valid employee ICI SAT card, they will present the card for photocopying to the prospective Employer when they present themselves for employment. The Employer shall have the right to further validate the ICI SAT card by contacting the agency responsible for insuring the employee's ICI SAT card is presently valid.
- c. New hires, employment shall be probationary and continued employment shall be contingent upon successful passage of the drug and alcohol test.
- d. When tested for any reason, the employee may be asked to provide their ICI SAT card to the testing agent.

## **VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he may have a substance abuse

problem, the Employer may assist in locating a suitable SAP and rehabilitation program for treatment. The Employer will inform the employee that medical benefits may be available under the Health and Welfare Program. For Benefit information call 877-299-3699.

If treatment necessitates time away from work, the Employer may provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program may be reinstated to his former employment status, if work for which he is qualified is available at that time. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this program.

### **VIII. COST**

Except as previously noted, the costs of the tests associated with the program will be paid for by the Employer. The cost of a rehabilitation program and consultation with a SAP will be the responsibility of the employee.

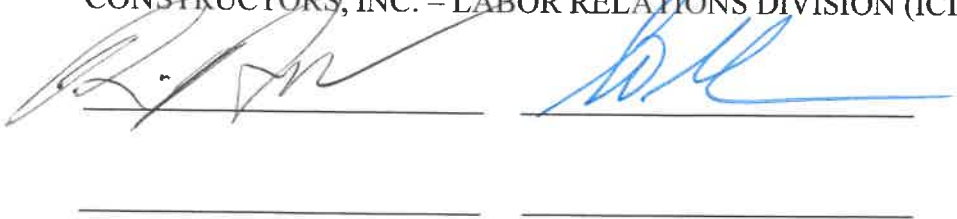
### **IX. SUBSTANCE ABUSE TESTING PROGRAM.**

a. Each employer agrees to pay to the Indiana Constructors, Inc. Substance Abuse Testing Program ("ICI SAT") four (\$0.04) cents for each hour worked by each employee working under this Agreement from 4-1-2023 to 3-31-2026. Each Employer who participates in the ICI SAT Program is strongly encouraged to contribute to the Indiana Constructors Industry Advancement Fund (ICIAF). This ICISAT Substance Abuse Testing Program may be amended with mutual agreement.

b. The contribution to the ICI SAT Program shall be deposited each month, or at regular intervals as may be determined by the ICI SAT Program, to the depository designated by the ICI SAT Program and such contributions shall be reported on such forms as may be designated by the ICI SAT Program.

c. The activities shall be determined by the ICI SAT Program and shall be financed from the payments provided for herein. The Employer expressly ratifies and adopts the ICI SAT policy. By execution of this Agreement, the Employer ratifies all actions taken by the ICI SAT Program within the scope of its authority.

This Substance Abuse Testing Program has been ratified, signed and sealed as of  
JUNE 29, 2023 by the Negotiating Committee, INDIANA  
CONSTRUCTORS, INC. - LABOR RELATIONS DIVISION (ICI-LRD)



This Substance and use Testing Program has been ratified, signed and sealed as of 6-21-23  
by the International Union of Operating Engineers, Local No. 841.



SUBSTANCE ABUSE TESTING PROGRAM AUTHORIZATION FOR  
CONSENT TO DRUG AND ALCOHOL ANALYSIS  
AND  
AUTHORIZATION FOR RELEASE OF RESULTS

I, the undersigned, \_\_\_\_\_, do hereby authorize the testing of my body fluids and/or breath for employment reasons and understand and agree that the results of any such testing will be turned over to the Employer and the Union, further that the testing procedures will be limited to tests for prohibited and illegal drugs and controlled substances and alcohol.

I understand that the results of these tests may be used for employment and disciplinary reasons and hereby authorize the release of such information from the laboratories to the designated Employer and Union Representatives.

I further certify that any urine specimen collected from me is mine and not adulterated or altered in  
Any manner.

I have been advised that matters affecting me relative to the interpretation or application of the Drug Policy are subject exclusively to the grievance and arbitration procedure under my Collective Bargaining Agreement.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Time: \_\_\_\_\_



## **LETTER OF UNDERSTANDING**

LETTER OF UNDERSTANDING FOR THE AGREEMENT by and between Indiana Constructors Inc. – Labor Relations Division (ICI-LRD) and Operating Engineers Local 841 concerning the Substance Abuse Testing Program.

In regard to the Substance Abuse Testing Program, it is understood between the parties that under this program, the following guidelines will be followed when a person tests positive:

### **First Positive Test**

Results in immediate termination.

#### **For Reinstatement:**

Provide a negative 10-panel test result as interpreted by an MRO. Sporadic testing for one (1) year following reinstatement.

### **Second Positive Test**

Results in immediate termination.

#### **For Reinstatement:**

Be evaluated by an SAP.

Complete an SAP recommended rehabilitation program.

Secure written release from the SAP to return to work.

Provide a negative 10-panel test result as interpreted by an MRO. Sporadic testing for one (1) year following reinstatement.

### **Third and Additional Positive Test**

Results in immediate termination; not eligible for reinstatement for six (6) months.

#### **For Reinstatement:**

Be evaluated by an SAP.

Complete an SAP recommended rehabilitation program.

Secure written release from the SAP to return to work.

Provide a negative 10-panel test result as interpreted by an MRO.

Sporadic testing for two (2) years following reinstatement.

FURTHER it is understood that any costs associated with the SAP, MRO, Rehabilitation Program, and testing required to be reinstated, are the employee's responsibility.