

ORIGINAL

HIGHWAY, HEAVY & RAILROAD CONSTRUCTION AGREEMENT

between

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

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 181

April 1, 2023 March 31, 2026

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

DISTRICT OFFICES

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

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

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

**District Four
121 Cherrybark
Lexington, KY 40503
Phone (859) 278-8458**

**District Five
924 Clark Street
P.O. Box 1034
Paducah, KY 42003
Phone (270) 443-7766**

**District Six
1278 Porter Road
Catlettsburg, KY 41129
Phone (606) 739-0067**

**INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD)
One North Capitol Avenue, Suite 1000
Indianapolis, IN 46204-2026
Phone (317) 634-7547**

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AGREEMENT BY AND BETWEEN
INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD)
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 181

THIS AGREEMENT is made and entered into by and between the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD), acting as negotiating agent on behalf of members of the Division who signed this Agreement or facsimile thereof, party of the first part, known hereinafter as “EMPLOYER,” and the Operating Engineers Local Union 181, party of the second part, known hereinafter as the “OPERATING ENGINEERS LOCAL” or “UNION.”

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

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

1. BARGAINING AGENT. The Employer and Employers recognize the Union as the sole and exclusive bargaining agent of its Operating Engineers on all work covered by this Agreement.

The Union recognizes the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD), as the sole and exclusive bargaining agent for members of the Division who sign this Agreement, or a facsimile thereof, on all work covered by this Agreement.

2. NON-DISCRIMINATION. The Employer will not discriminate in hiring or during employment because of race, religion, color, sex, national origin, ancestry, age, handicap, veteran’s status or a qualified individual with a disability.

The Union will not discriminate in any respect including membership, training opportunities, or referrals because of race, religion, color, sex, national origin, ancestry, age, handicap, veteran’s status or a qualified individual with a disability.

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

3. EMPLOYEES COVERED. This Agreement shall have effect on and cover employees performing work in the area covered by Article 4 of this Agreement for the Employer and all job site equipment repairs and maintenance and all other job site work 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 Schedule “A” and any addition or 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 assisted by an employee covered by this Agreement.

This Agreement shall not cover or apply to Superintendents, Assistant Superintendents, General Foreman, Foreman, Timekeepers, Messenger Boys, Guards, Confidential Employees, and Office Help.

The Foreman and all above are Agents of the Employer and in no way shall be construed to be an Agent of the Union.

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.

4. AREA COVERED. This Agreement shall cover and apply to the territorial jurisdiction of Local 181. The territorial jurisdiction of Local 181 in Indiana shall be the following counties:

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

5. WORK COVERAGE. This Agreement shall cover the type of work as outlined in Articles 6, 7, and 9 and all job site equipment repairs and maintenance, and other job site work, which has been or may be awarded, to the International Union of Operating Engineers; provided, however, that this Agreement does not cover job site repair or maintenance performed by warranty and specialized mechanics who are not employees of the Employer.

For purposes of this paragraph, “job site equipment repairs and maintenance” shall include equipment repairs and maintenance performed at a location established for the sole purpose of repairing and maintaining equipment for a specific job in question.

For purposes of this paragraph, “other job site work” shall include work performed at a location within reasonable proximity to the job in question and for the sole purpose of performing part of that job.

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

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

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

7. HEAVY CONSTRUCTION AND RAILROAD CONTRACTING shall include the construction, or modification, or addition, or repair of railroad construction projects, railroad spurs, railroad bridges, train wrecks, grade separation involving a railroad, pile driving, piers, abutments, retaining walls, viaducts, pedestrian tunnels, subways, track elevation (excluding new elevated railroads), elevated highways, drainage projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, exclusive of dams and work incidental thereto on the Ohio River let by the Corps of Engineers, dikes, levees, revetments, channels, channel cut-offs, dredging projects and jetties; including the operation, maintenance, and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services, not including any such work let as a building contract.

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

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

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

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

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

10. ARBITRATION. It is specifically agreed by and between the parties hereto that there will be no lockouts, strikes, or stoppages of work of any sort as a result of any dispute involving matters which are the proper subject for arbitration hereunder.

All differences of opinion, disputes, and grievances, except those covered by Articles 11 and 12, are subject to this Article 10 and shall be handled and processed as follows: subject to the exclusions last above set out, there shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the Employer and the Union and/or between an Employer

and the Employee(s). With respect to such exclusion, if there is a stoppage of work, it shall not be a violation of this Agreement and the employees stopping work shall not cease to be employees, but shall be entitled to no compensation so long as such work stoppage shall continue.

If a difference of opinion or dispute arises between the parties, such difference of opinion or dispute shall be referred to and considered by representatives of the Employer and the Local Union within twenty-four (24) hours, Saturdays, Sundays, and holidays excluded. If this procedure fails of a satisfactory and prompt adjustment of the difference of opinion or dispute, it shall be immediately referred to a Board consisting of two (2) members, one to be appointed by the Employer and one by the Operating Engineers Local involved. If within forty-eight (48) hours, Saturdays, Sundays, and holidays excluded, after such difference of opinion or dispute is so referred to the Board, as so constituted, and they are unable to reach a decision, the Board shall appoint a third member. If the Board, as so constituted, is unable to agree upon a third member within a reasonable time not to exceed seventy-two (72) hours or at a later date by mutual agreement, after such difference of opinion or dispute is submitted, either the Union or the Employer, or both, shall request the Director of the Federal Mediation and Conciliation Service to appoint an impartial third (3rd) member. The parties shall jointly request of the third (3rd) member when he is appointed that the matter be expedited as rapidly as possible for hearing. The decision of the Board shall be in writing signed by a majority of the Board and delivered to the Employer and the Union and shall be final and binding upon all parties concerned in the dispute. The aforesaid Board shall be permanent, but its individual members may be changed at any time by their respective organizations. The members of the Board may receive such pay for their services as their respective organizations see fit to allow. Nothing herein contained shall prevent an employee from presenting his individual grievance as provided for and guaranteed by the Labor Management Relations Act of 1947.

There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between this and any other unit or units of organized labor, or between units of organized labor, or between any unit or units of organized labor and any other division of the Highway Industry.

11. PENALTY-WAGES. If any Employer fails to pay wages, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

12. PENALTY-PENSION, HEALTH & WELFARE, TRAINING FUND. If any Employer, after forty-eight (48) hours written notice of default, fails to pay Pension, Health and Welfare or Apprenticeship & Training contributions, the arbitration procedure herein provided for shall become inoperative and the Union shall have the right to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

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

13. UNION MEMBERSHIP.

All employees covered by this Agreement may apply for and to become members of and to maintain membership in the Union within eight (8) days of the following the beginning of their employment or the effective date of this clause, or the signing of this Agreement, whichever is the later. This clause shall be enforceable to the extent permitted by law.

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

Effective April 1, 2023 and thereafter during the life of this Agreement or any extension of same, the Employer shall pay to the International Union of Operating Engineers, Local 181, Health and Welfare Fund, the sum of nine dollars and twenty-five cents (\$9.25) per hour for each hour worked or paid for by employees covered by this Agreement when they are employed in the territorial jurisdiction of Local 181. Aforesaid contributions shall be paid by the fifteenth (15th) of the month following the month of accrual and failure to pay by the thirtieth (30th) of the month shall be considered a violation of this Agreement. The welfare fund shall be administered in accordance with the provisions of applicable law.

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

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

Upon written notice to the Employer from the Union at least 60 days prior to April 1, 2024, and April 1, 2025, the Employer agrees to increase its hourly contributions to the aforesaid Health and Welfare Fund in the amount specified by the Board of Trustees of the Health and Welfare Fund. The hourly wage scale then scheduled to go into effect shall be lowered in an amount equal to the increase in the hourly contributions to the Health and Welfare Fund.

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

Effective April 1, 2023 and thereafter during the life of this Agreement and any extension thereof, the Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of eight dollars and fifty cents (\$8.50) per hour for each hour worked or paid for while working in the territorial jurisdiction of Local 181. Said payments shall be made on the dates, in the manner and form, and in accordance with the rules and regulations as adopted by the Trustees of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

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

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

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

Upon written notice to the Employer from the Union at least 60 days prior to April 1, 2024, and April 1, 2025, the Employer agrees to increase its hourly contributions to the aforesaid Pension Fund in the amount specified by said notice. The hourly wage scale then scheduled to go into effect shall be lowered in an amount equal to the increase in the hourly contribution to the Pension Fund.

16. 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 IUOE Local 181 and its Fringe Benefit Funds to insure the payment of all wages, dues and fringe benefit obligations accruing under this Agreement. The Employer shall furnish a surety bond within fourteen (14) days after notice from IUOE Local 181 that such bond is required. The amount of each surety bond may be up to Two Hundred Thousand Dollars (\$200,000.00).

Section 2. The Fringe Benefit Funds and IUOE Local 181 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 (3) 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 required by the Union or Benefit Funds, the Employer will obtain such from a company acceptable to the Union and/or Benefit Funds specified in this Agreement, and the Union and Funds shall be the sole beneficiaries of the bond. The bond will be given to the Local Union or applicable Fringe Benefit Funds where it will be held.

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.

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

It is agreed that effective April 1, 2023, each Employer signatory to this Agreement, or facsimile thereof, will contribute to the Operating Engineers, Local 181 Apprenticeship and Training Fund eighty-five cents (\$0.85) per hour for each hour worked or paid for on all employees covered by this Agreement. Employer contributions shall be paid by the fifteenth (15th) of the month following the month of accrual and failure to pay by the thirtieth (30th) of said month shall be considered a violation of this Agreement.

Upon written notice to the Employer from the Union at least 60 days prior to, April 1, 2024, and April 1, 2025, the Employer agrees to increase its hourly contributions to the aforesaid Apprenticeship and Training Fund in the amount specified by said notice. The hourly wage scale then scheduled to go into effect shall be lowered in an amount equal to the increase in the hourly contribution to the Apprenticeship and Training Fund.

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

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

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

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

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

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

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

employees shall be made by the Employer. The Employer shall be the sole judge as to the qualifications of any applicant for employment.

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

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

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 all Operating Engineers successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course.

19. HIRING PROCEDURE. This hiring procedure is entered in to between _____ (herein referred to as the Employer) and Local Union No. 181, International Union of Operating Engineers (hereinafter referred to as the Union) in order to provide the Employer with a means of securing an efficient and competent working force on a non-discriminatory basis, and in order to minimize the evils of casual employment by securing a fair distribution of work among the workers represented by the Union. To these ends the Employer and the Union agree as follows:

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

2. In notifying the Union of its need for workers, the Employer shall specify to the Union (a) the number of workers required, (b) the location of the project, (c) the nature and type of construction or work covered under a collective bargaining agreement with this Local, (d) the work to be performed, and (e) such other information as may be necessary to enable the Union to make proper referral of applicants.

3. The Employer shall have the right to determine the competency and qualifications of men referred by the Union, and the right to hire or not hire accordingly. However, the Union shall maintain a "skills sheet" completed by the applicant showing the skills an applicant possesses. If on two (2) consecutive occasions in a calendar year an applicant is rejected or is removed from the job by an Employer because of lack of skill(s) and the skill(s) is one the applicant has placed on the skill sheet, and such rejection is confirmed in writing by the Employer setting forth the specific reason for the rejection, then the applicant shall no longer be referred to any jobs calling for that skill(s) until the applicant has retrained at the Training Center and been certified as having the required skill by the Training Director.

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

5. The Union shall register and refer all applicants for employment based on the priority groups listed below. Each applicant shall be registered in the highest priority group for which the applicant qualifies. The Union maintains separate referral lists in each District. An applicant may register in all Districts but should the applicant be referred from one District the applicant shall be removed from all other District lists and required to re-register upon subsequent unemployment.

GROUP A

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

GROUP B

All applicants for employment who have worked as an operating engineers for the past four (4) years and have been employed for an aggregate time of at least six (6) months during the last four (4) years by employers who are parties to Collective Bargaining Agreements with the union, not containing discriminatory referral provisions.

GROUP C

All applicants for employment who have worked as an operating engineers for the past two (2) years and who have maintained residence for the past year within the geographical area constituting the normal construction labor market (hereinafter defined).

GROUP D

All applicants for employment who have worked as an operating engineer for one (1) year.

GROUP E

All other applicants for employment.

6. The Union shall maintain a separate list for each of the five Groups set forth above, and shall list the applicants within each Group in the order in which they register as available for employment.

7. In referring applicants to the Employer, the Union shall first refer applicants in Group A in the order of their places on the list, and then refer applicants in the same manner successively from the lists for Groups B, C, etc. Any applicant who is rejected by the Employer shall be restored to their place on the list for the Group from which the applicant was referred, unless such rejection is based upon skills as set forth in paragraph 3. If an applicant is rejected by Employer or Employers two consecutive times in a calendar year, that applicant shall be placed at the bottom of the list. When an applicant is referred for employment and the employment does not exceed five (5) working days, such applicant shall retain his/her original out of work date. For each day worked past five (5) days (excluding Saturday, Sunday and official holidays, unless worked), the applicant's report-out date will be moved ahead one day for each day worked. An applicant should be aware that when referred to a few-day job, the applicant must call in and report out of work

immediately upon completion of the job so that the applicant can maintain his/her proper report out date. Once an applicant works past twenty (20) days shall be required to re-register upon subsequent unemployment. When the working applicant's employment terminates, the applicant shall be registered at the bottom of the appropriate Group list on which the applicant is entitled to be registered. In order to remain on the list, any applicant not referred to work in a six (6) month period shall be removed from the list and required to re-register. It is the responsibility of the applicant to know the day the applicant registered. If an applicant, upon being referred for employment in regular order, refuses to accept the employment two consecutive times in a calendar year such applicant's name shall be placed at the bottom of the Group list on which the applicant is registered.

8. Any applicant who notifies the referring Agent that the applicant is sick, injured, off due to death of family members, or on vacation, or has had some other emergency which in the referring Agent sole discretion believes warrants consideration shall maintain the same position on the list. Any sickness, injury which exceeds three (3) days must be verified by a physician.

9. If an applicant is referred to work and then quits employment without first notifying the referring Agent the applicant shall not be eligible to register or be referred for 10 working days.

10. Applicants who are working out of the Local's jurisdiction will be taken off of the out of work list, applicants who are dispatched or working in another jurisdiction must call their home district and report working.

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

12. The Union will use its best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the employer but assumes no obligation or responsibility for failure to locate such applicant. If the referring Agent attempts to contact an applicant for referral but is unable to do so, the referring Agent shall contact the next available applicant. If the referring Agent is unable to contact an applicant on two consecutive occasions in a calendar year the applicant will be moved to the bottom of the list.

13. The priorities of referral set forth in paragraph 5 above shall be followed except that in cases where the Employer requires and calls for employees possessing special skills and abilities, or the Employer's schedule requires a worker in close geographic proximity to the work being referred, the Union shall pass over any applicant on the register not possessing such special skills and abilities or not within a geographic proximity to the work.

14. The Union shall require all job applicants who have not previously registered to submit a resume of experience and qualifications on a form provided by the Union and complete the required "skills sheet".

15. In the event any job applicant is aggrieved with respect to the functioning of this hiring agreement that applicant may, within ten (10) days following the occurrence of

the event which constitutes the basis for the grievance, file with the person in charge of registration and referral a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer-Representative, a Union-Representative and an impartial Chairman appointed jointly by the Employer and Union, shall consider such grievance and render decisions which shall be final and binding on all parties. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with the Agreement. The Union's interpretation of these rules and the historical application are to be given deference, so long as such interpretation or historical application is not arbitrary and capricious.

16. The Union shall, and request the Employer also post in places, where notices to employees and applicants for employment are customarily posted, all provisions of this hiring hall Agreement. The Union is not responsible should the Employer fail to or refuse to post the hiring hall rules.

DEFINITIONS

17. (A) "Normal construction labor market" is defined to mean the following geographical area:

All of Kentucky except for Boone, Kenton, Campbell and Pendleton Counties.

The following counties in the State of Indiana: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick and Washington.

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

(B) Resident – means a person who has maintained a home in the above defined geographical area for a period of not less than one (1) year or who, having a permanent home in this area, has temporarily left with the intention of returning to this permanent home.

(C) Designated Union official shall mean such person or persons directed by the Business Manager to accept registrations and re-registrations.

(D) Referring Agent shall mean someone designated by the Business Manager to refer applicants consistent with these rules.

(E) Actual Day Worked shall mean any day in which an applicant works for a period over four (4) hours.

**NOTICE TO ALL INTERESTED PERSONS WHO SEEK EMPLOYMENT AT THE
TRADE OR CRAFT GENERALLY REFERRED TO AS
“OPERATING ENGINEERS”**

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

The “Hiring Procedure” provides that “Re-registrations for referral shall be accepted by the designated union official at any Union District office at any time during its customary office hours. New registrations shall be accepted by the designated union official at least once each week during office hours. Reasonable notice of new registration periods shall be posted by the Union in the Union offices and in any other place where notices to employees and applicants for employment are customarily posted.”

District No. 1 – 700 N. Elm St., Henderson, KY 42420

District No. 2 – 6500 Interchange Road N., Evansville, IN 47715

District No. 3 – 2902 Crittenden Dr., Louisville, KY 40209

District No. 4 – 121 Cherrybark Dr., Lexington, KY 40503

District No. 5 – 924 Clark St., Paducah, KY 42003

District No. 6 – 1278 Porter Road, Catlettsburg, KY 41129

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

19 - Any actions taken by employees or others resulting from the administration of the Hiring Hall will not result in any liability of any kind to any Employer covered by this Agreement.

20. CONTINUITY OF EMPLOYMENT. To safeguard continuity of employment and thus protect unemployment insurance for employees, it is agreed that the Union shall not have the right to transfer Operators or Assistant to Engineer from one Employer to another, or to replace an employed Operator or Assistant to Engineer with another unless the Employer agrees to do so; provided,

however, that the foregoing shall not permit the Union and/or the Employer, whether acting singly or in concert, by agreement or otherwise, to base any transfer or replacement upon membership or non-membership in the Union or upon any obligation or aspect thereof.

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

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

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

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

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

23. PRE-JOB CONFERENCE. Every Employer who is or becomes a party to this Agreement shall notify the appropriate Referral Office of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers on any project within the jurisdiction of the Operating Engineers on any project within the territorial jurisdiction of the Union, and the Employer shall inform the Union of the nature and classifications of Operating Engineers estimated to be required on the said project. The Employer shall meet with the Business Representative of the Union at a date, time, and place mutually agreeable for the purpose of holding a Pre-Job Conference. If an Employer wishes to request particular Key Operators for a project, it shall be discussed at the Pre-Job Conference. If, at a later date, work on said job or project is suspended for any length of time (such as winter months) or night shift is required, an additional Job Conference may be held, if requested, prior to the resuming of work or starting of night shift. In case of an emergency situation, the Employer may notify the Union of same, and the Employer and the Union may meet at a later date for the Pre-Job

Conference. All Pre-Job Conferences shall be reduced to writing, on the form attached hereto as Exhibit A, and signed by both parties. At such Pre-Job Conference, the Employer shall make arrangements for the referral of employees to the project in accordance with the contractual referral provisions.

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

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

24. 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 owner's safety rules and regulations.

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

26. SHIFT PROVISIONS. All provisions of the Agreement shall apply equally to all shifts with exceptions noted in Article 28 and 29. It is further agreed that there shall be no split shifts, nor shall an employee be required to work alone on a second or third shift if working alone would be considered hazardous; provided, however, that the purpose of this last mentioned provision is for safety alone and shall not be interpreted to require the employment of an additional engineer.

Shift provisions for projects set up on an **8-Hour Shift Schedule** at the Pre-Job Conference:

Articles 27, 28, and 29 of this Agreement shall apply.

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

If at the Pre-Job Conference the contractor elects to work on a 10-hour shift basis, the Employer shall continue this schedule except during November, December, January, February and March, during which months he may elect to work the 8-hour shifts in compliance with Articles 27, 28, and 29.

A. Single Shift. The Employer may work four (4) 10-hour shifts before overtime is paid and may use Friday as a "make-up" day provided that all work beyond ten (10) hours per day or forty (40)

hours per week or all work on Saturday is paid at the time and one-half (1-1/2) rate. Friday may be used as a make-up day only for inclement weather or in weeks with a holiday falling Monday through Thursday; otherwise time worked on Friday will be paid at the time and one-half (1-1/2) rate.

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

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

B. Two-Shift Operation. Where the Employer elects to work two (2) shifts, each such shift shall be not less than ten (10) hours. The first shift shall be entitled to a one-half (1/2) hour meal period at mid-point of shift. Second shift employees will be entitled to a one-half (1/2) hour paid meal period at mid-point of shift. The applicable base rate listed in Schedule "A" plus five percent (5%) shall be the basic straight time rate for all time worked or paid for on second shift.

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

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

29. THREE SHIFT OPERATION. On a three (3) shift job, the regular work day of the first shift shall consist of eight (8) consecutive hours commencing at 8:00 a.m., with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The regular work day of the second shift shall consist of eight (8) consecutive hours commencing at 4:00 p.m., with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The applicable base rate listed in Schedule "A," plus five percent (5%) shall be basic straight time rate for all time worked or paid for on second shift. The regular work day of the third shift shall consist of eight (8) consecutive hours commencing at 12:00 midnight, with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The applicable base rate listed in Schedule "A," plus 10 percent (10%) shall be the basic straight time rate for all time worked or paid for on the third shift.

30. REPORTING TIME. Employees shall report every work day unless otherwise notified by quitting time the previous day and shall receive two (2) hours pay at the applicable rate for

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

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

32. PREMIUM DAYS. When an employee is requested to report for work on Saturdays, Sundays, or holidays; his time shall be pursuant to the provisions set forth in Article 30, except he shall be paid the overtime rate of pay in accordance with Article 33.

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

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

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

34. REMAIN ON JOB. The employee shall remain on the job for the period for which he is entitled to be paid. If the employee leaves the job of his own accord, for reasons other than an industrial accident, he shall be paid only the hours actually worked. However, if for any reason the employee is required to remain on the job longer than the two (2) hours reporting time, he shall be paid in accordance with Article 30.

**35. ASSISTANT ENGINEER, HELPER, AND APPRENTICE EQUIPMENT
COVERAGE.**

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

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

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

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

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

37. BREAKDOWNS. It is agreed that when a machine breaks down and the Engineer is not assigned to other work covered by this Agreement, the Engineer and Assistant, if any, shall be retained at the regular rate of wages for the completion of the shift and shall assist a mechanic or mechanics, if any, assigned to repair such machine. When repair work on any machine continues for subsequent shifts and assistance is required, the Engineer assigned to the machine shall be retained to assist the mechanic or mechanics; if said Engineer is assigned to operate another machine, and assistance is required, an employee included in the bargaining unit covered by this Agreement shall be employed as a mechanic helper. Engineers assigned temporarily to another machine during said breakdown period

shall be considered assigned for the purpose of additional hours or days of work or until his regularly assigned machine is placed back into operation.

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

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

40. MINOR EQUIPMENT. When minor equipment is put in operation on a job or project and an Assistant to the Engineer is employed, such employee may operate up to four (4) pieces of minor equipment in addition to his regular machine at the combination rate as set forth in Article 42 and Schedule "A." In the event there is not an Assistant to the Engineer employed, and an Engineer assigned to other equipment is employed, such Engineer may operate up to four (4) pieces of minor equipment at the combination rate as set forth in Article 42 and Schedule "A" in addition to his regular machine, providing such equipment is within reasonable distance. If neither Assistant to the Engineer or an Engineer assigned to other equipment is employed on the job or project, and any minor equipment is put into operation, an Operating Engineer will be employed to operate said equipment.

Neither an Assistant to Engineer nor an Engineer assigned to other equipment will be permitted to operate more than four (4) pieces of minor equipment on combination rate.

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

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

MINOR EQUIPMENT DEFINITION. For the purpose of definition in Article 40, minor equipment shall be defined as air compressor of less than 210 cu. ft. capacity, pump, welding machine, conveyor, generator, and mechanical heater.

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

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

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

42. COMBINATION RATE. Combination rate shall mean fifty cents (\$0.50) per hour above the basic hourly rate of pay.

43. CHANGING MACHINES. Any Operator capable of performing the work may be shifted by the Employer to any machine and back again to the original machine, provided the Operator is paid the rate of wages applicable to the highest classification of work performed by him during such shift. Any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the regular assigned employee is not available for work, this clause shall not be operative. Changing employees from one machine to another shall not be used for the purpose of depriving another employee from additional hours or days of work. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

44. PAY PERIOD. The Employer shall pay all employees covered by this Agreement weekly and the payment shall be in full for the payroll period. Payment shall be made within six (6) days of the close of the payroll period, but not later than Friday, and shall be in cash or by check or direct deposit as authorized by each employee and as mutually agreed upon by the Employer and the Operating Engineers Local. Each weekly pay shall be accompanied by a statement listing the name of the employee and employer, the date, the number of hours worked, both straight and overtime, the monies deducted for what purposes said deductions were made.

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

If for any reason, the Employer is not able to pay the discharged employee in accordance with the preceding Article, such employee may, at his option, demand that the Employer mail the check to him the following day or may make arrangements to pick up such check; provided, however, that if he picks up the check, he shall receive two (2) hours show up time pay.

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

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

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

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

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

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

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

If a dewatering system or pumping operation contains maintenance free pumps, it shall be mutually agreed between the Employer and Business Representative that if no maintenance or

surveillance is required on the second or third shift, then the Union will not require the equipment to be manned during this time provided that if any personnel, including other trades' supervisory personnel or security personnel are required to provide surveillance of pumping system, then that person shall be an Operating Engineer.

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

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

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

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

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

52. KENTUCKY INDIANA PAC OF INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 181 CHECK-OFF.

The Employer agrees to deduct from the pay of the employees covered by this Agreement, when authorized by the Employee, ten cents (\$0.10) for each hour the Employee receives wages under the term of this Agreement on the basis of an individually signed voluntary authorized deduction form. It is agreed that these authorized deductions are for remittance to the Kentucky/Indiana PAC of the International Union of Operating Engineers, Local 181 and are not conditions of membership in the union nor of employment with my employer. It is further agreed that the Employee may withdraw this authorization at any time upon written notice to Employer. Payments made on separate check to Kentucky/Indiana PAC of the IUOE Local 181, accompanied by monthly reports reflecting Employee hours worked shall be remitted to P.O. Box 34 Henderson, KY 42419-0034 at the same time the Employer submits other benefits to the appropriate offices.

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 reasonable attorneys' fees.

The cost of administering the Deduction are incorporated into the economic package provided under the terms of this Agreement.

53. 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 (12th) 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 ICIAF.

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

Each employer agrees to pay to the Substance Abuse Testing (SAT) Program four cents (\$0.04) from April 1, 2023 to March 31, 2026 for each hour worked by each employee working under this Agreement. This ICISAT Substance Abuse Testing Program may be amended with mutual agreement.

The contributions to the SAT Program shall be deposited each month, or at such regular intervals as may be determined by the Indiana Constructors, Inc. – 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.

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

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

55. FAVORED NATION. In the event that any other employer or employer group reaches an Agreement with the International Union of Operating Engineers, Local 181 covering in any part the same work as this Agreement, that is in the opinion of the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) in any respect more favorable than this Agreement, then at the option of the Indiana Constructors, Inc. – (ICI-LRD) such more favorable provisions shall become a part of this Agreement, as of the effective date of the more favorable provision. The International Union of Operating Engineers, Local 181 shall notify, by certified mail, and within seven (7) calendar days of entering into any agreement with any other employer or employer group covering any part of the same work as is covered by this Agreement, the Indiana Constructors, Inc.- Labor Relations Division (ICI-LRD) and provide it with a copy of any other labor agreement now or hereafter negotiated with anyone else covering in any part the same work as this Agreement but containing any different terms or conditions.

Within seven (7) calendar days of entering into an “Assent of Participation”, “Memorandum of Agreement”, or other similar agreement, the International Union of Operating Engineers, Local 181 will notify, by certified mail, the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and provide the name and address of any employer or employer group who signs any such “Assent of Participation”, “Memorandum of Agreement” or similar agreement or who otherwise becomes bound to an agreement containing the same terms and conditions as this Agreement.

56. PROJECT AGREEMENT. It is mutually agreed that on projects for which no predetermined wage rate is established or a predetermined wage rate is less than the current Local 181 wage and fringe benefit package, contractors signatory to this Agreement may be given a Market Recovery Grant or Project Agreement, or Job-Site Agreement.

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

57. GENERAL PROVISIONS. This Agreement covers the entire understanding between the parties hereto. No oral or written rules, regulations, or understandings not incorporated herein will be of any force or effect upon any party hereto.

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

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

59. EFFECTIVE DATE. As part of this Agreement, it is agreed that the terms and conditions, including wage rates, of the preceding Collective Bargaining Agreement shall continue and remain in full force and effect from April 1, 2023 through March 31, 2026. Thereafter, the terms and conditions of this Agreement, including wage rates, shall be in full force and effect from April 1, 2023, if and when ratified by a majority of the members of the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD), who have authorized said organization and its Labor Committee to bargain with Local Union 181 and their duly authorized representatives and when ratified by the Union and signed by both parties and continued for the period next ensuing, expiring as of March 31, 2026. Provided, however, that the terms of this Agreement shall prevail on all work for which a bid is submitted during the existence of the Agreement and shall continue to prevail on all such work until completed. Provided further, that the wages and fringes stipulated herein effective April 1, 2023, shall be effective as of April 1, 2023, and shall continue to prevail until March 31, 2024, and shall be applicable for all work performed during that period; the wages and fringes stipulated herein effective April 1, 2024, shall be effective as of April 1, 2024, and shall continue to prevail until March 31, 2025, and shall be applicable for all work performed during that period; the wages and fringes stipulated herein effective April 1, 2025, shall be effective as of April 1, 2025, and shall continue to prevail until March 31, 2026, and shall be applicable for all work performed during that period.

In case either party to this Agreement wishes to change the Agreement, at least sixty (60) days notice in writing shall be given to the other party prior to the expiration date, which is March 31, 2026. If such notice is given, the parties will meet not less than sixty (60) days prior to the expiration date for the purpose of commencing negotiations for a new Agreement. In case no notice is given by either party, this Agreement shall continue in effect year after year until such notice is given at least sixty (60) days prior to any anniversary date, subsequent to the expiration date.

Except as provided above, the new Agreement effective April 1, 2023 through March 31, 2026, may be re-opened to negotiate adjustments in economics, if and when Federal Davis-Bacon Law or the Indiana State Prevailing Wage Law is repealed or modified to the extent that it would be a detriment to signatory contractors in being competitive on Highway, Bridge, Utility and Railroad projects.

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

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

Operating Engineers Local 181

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

JUNE 29, 2023

PARTY OF THE FIRST PART, "EMPLOYER"

American Contracting & Services, Inc.
Bowen Engineering Corporation
Calumet Civil Contractors, 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.
The Great Lakes Construction Co.
Harmon Construction, Inc.
HIS Constructors, Inc.
Hi-Way Paving, Inc.
The Hoosier Company, Inc.
CE Hughes Milling, Inc.
Insituform Technologies USA, LLC
Javelina Construction, Inc.
JBI Construction, Inc.
Kokosing Industrial, Inc.
LaPorte Construction Co., Inc.
Lutgring Bros., Inc.
R. L. McCoy, Inc.
McCrite Milling & Construction Co.
Mid-America Milling Co., LLC (MAMCO)
Midwest Mole, Inc.
Milestone Contractors, L.P.
Miller Bros. Const. Inc.
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.

Operating Engineers Local 181 (continued)

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)



Steven R. Crider, Chairman



Richard Hedgecock, President

PARTY OF THE SECOND PART, “OPERATING ENGINEERS, LOCAL 181”



Will L. Johnson, Jr., Business Manager



William Deaton, President



Andrew Tolliver, Recording Secretary

SCHEDULE "A"

Employees employed on the named machines or classifications as set out in this Schedule "A" shall be employed at the rates per hour for wages, health and welfare, pension and training as hereinafter in Class A-1, A, B, and C and the appropriate Apprentice Schedule.

CLASS A-1

Operating Engineers possessing 3rd party certification: (NCCCO) – National Commission for the Certification of Crane Operators or (OECF) – Operating Engineers Certification Program, U.S.Coast Guard approved Boat Pilot License will be paid Class A-1.

Cherry Picker – ALL	Overhead Crane
Crane or Derrick	Pile Drive – Skid or Crawler
Gantry	Rough Terrain Crane
Hoist 2-drum and over	Tower Crane
Hydraulic Boom Truck	Tug/Push Boat

Class A-1 Wages

EFFECTIVE DATE	WAGES	H/W	PENS.	TRNG.	ICIAF	SAT	GROSS
April 1, 2023	\$44.20	9.25	8.50	.85	.13	.04	\$62.97
April 1, 2024					.13	.04	\$65.97
April 1, 2025					.13	.04	\$68.57

CLASS A

Air Compressor in Manifold with throttle valves	Hydro – demolition equipment
Asphalt Plant Engineer	Keystone (Skimmer Scoop)
Auto Grade or similar type machine	Laser Screed
Auto Patrol	Loader – self propelled (belt chain wheel)
Backhoe – all	Locomotive Operator
Ballast Regulator (R.R.)	Mechanic
Bituminous Mixer	Milling Machine
Bituminous Paver	Mucking Machine
Bituminous Plant Engineer	Multi-bank Drill Operator
Bulldozer	Panel Board Concrete Plant-central mix type
Caisson Drilling Machine	Paver – Hetherington
Cherry Picker – all	Pile Driver – skid or crawler
Chip Spreader – self-propelled	Overhead Crane

SCHEDULE “A” (continued)

Cold grinder or similar type equipment	Road Paving Mixer
Concrete Mixer – 21 cu. ft. or over	Rock Breaking Plant
Concrete Pump – truck mounted	Rock Crushing Plant - portable
Core Drilling Machine	Roller – Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface
Crane or Derrick with any attachment including: Clamshell, dragline, shovel, backhoe, etc.	Roller – with dozer blade
Dredge Operator	Root Rake – tractor mounted
Drilling Machine on which the drill is a integral part	Rough Terrain Crane
Earth Mover – rubber tired (paddle wheel, 619, 631, TS24, or similar type)	Seaman Tiller
Earth Mover – rubber tired, tandem - 50 cents per hour additional	Self-Propelled Hydraulic Drill
Elevating Grader	Self Propelled Widener
Endloader – hilift shovel	Spider or Snorkel Crane
P.C.C. Formless Paver	Stump Remover – Tractor Mounted
Gantry	Surface Heater and Planer
Gator Tiller	Tandem Push Tractor – 50 cents per hour additional
Gradeall	Tower Crane
Gravel Processing Plant, portable	Tractor – boom, winch, or hoe head
Guardrail Post Driver Operator	Tractor – push
Head Greaser	Tractor with scoop
Hilift Shovel – endloader	Tractor Mounted Spreader
Hoist, 2-drums and over	Transfer Machine/Shuttle Buggy
Helicopter – Crew	Tree Mover
Hydraulic Boom Truck (Pittman)	Trench Machine (over 24”)
Hydraulic Boom Truck	Tug Boat Operator
	Welder
	Well Drilling Machine

Class A Wages

EFFECTIVE DATE	WAGES	H/W	PENS.	TRNG.	ICIAF	SAT	GROSS
April 1, 2023	\$42.20	9.25	8.50	.85	.13	.04	\$60.97
April 1, 2024					.13	.04	\$63.97
April 1, 2025					.13	.04	\$66.57

SCHEDULE “A” (continued)

Long Boom Pay:

- a. All crane operators operating cranes, including hydraulic cranes, with booms one hundred twenty five (125) feet and over including jib, shall be compensated an additional fifty cents (\$0.50) per hour over and above the “Class A-1” and “Class A” wage scale.
- b. All crane operators operating cranes with booms one hundred seventy five (175) feet and over including jib, shall be compensated an additional one dollar (\$1.00) per hour over and above the “Class A-1” and “Class A” wage scale.
- c. All crane operators operating cranes with booms two hundred seventy five (275) feet and over including jib, shall be compensated an additional one dollar and fifty cents (\$1.50) per hour over and above the “Class A-1” and “Class A” wage scale.
- d. Long Boom Pay, Tower Cranes: The length of the mast and boom combined shall be used in determining Long Boom Pay for Tower Crane.
- e. Piling Leads: All crane operators using piling leads, regardless of boom length, will receive an additional fifty cents (\$0.50) per hour on Long Boom Pay.

CLASS B

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

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

SCHEDULE "A" (continued)

Class B Wages

EFFECTIVE DATE	WAGES	H/W	PENS.	TRNG.	ICIAF	SAT	GROSS
April 1, 2023	\$39.55	9.25	8.50	.85	.13	.04	\$58.32
April 1, 2024					.13	.04	\$61.32
April 1, 2025					.13	.04	\$63.92

CLASS C

Air Compressor	Gunite Machine
Assistant to Engineer – Oiler	Hetherington Driver
Assistant Plant Engineer	Hetherington Helper
Automatic Dry Batch Plant	Hydra Seeder
Bituminous Distributor	Mechanic’s Helper
Bituminous Patching Tamper	Mechanical Heater
Belt Spreader	Minor Equipment Operator, 1 thru 4 pcs
Broom and Belt Machine	Outboard or InBoard Motor Boat
Brush Burner	Power Curing Spraying Machine
Chair Cart – Self-propelled	Power Saw – concrete, power driven
Coleman Type Screen	Pug Mill
Cold Grinder Oiler	Pull Broom, power type
Concrete Mixer – less than 21 cu. ft.	Slurry Seal Machine
Conveyor, portable	Spike Machine
Curb Machine	Spreader
Deckhand	Straw Blower or Brush Mulcher
Digger, posthole, power driven	Stripe Removal Machine
Farm Tractor- incl. farm tractor w/all attachments except backhoe, hilift endloaders	Striping Machine – paint, motor driven
Form Grader	Sub Grader
Form Tamper, motor driven	Throttle Valve
Generator	Tractaire with drill
Greaser Helper	Truck Crane and Multi-Drill Oiler-Driver
	Water Pump

SCHEDULE "A" (continued)

Class C Wages

EFFECTIVE DATE	WAGES	H/W	PENS.	TRNG.	ICIAF	SAT	GROSS
April 1, 2023	\$37.42	9.25	8.50	.85	.13	.04	\$56.19
April 1, 2024					.13	.04	\$59.19
April 1, 2025					.13	.04	\$61.79

MEMORANDUM OF PRE-JOB CONFERENCE – EXHIBIT A

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

Meeting Place _____ Date _____ Time _____

Contractor Rep. _____ Supt. _____

Type Project _____ Starting Date _____

Job Location _____

Field Office _____ Phone _____

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

Excavating and Grading _____

Masonry _____ Mechanical _____

Roofing _____ Mechanical _____

Structural _____ Painting _____

EQUIPMENT TO BE USED ON JOB OR PROJECT

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

Total _____

Bargaining Agreement _____ Highway Agreement _____

Underground Utility Agreement _____ Building Agreement _____

ADDENDUM TO

THE AGREEMENT

by and between

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

and

OPERATING ENGINEERS LOCAL 181

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 Prohibited 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 disorientations.

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 is alcoholic beverages being consumed by an employee on the premises.

o. Random Test -An unannounced test pursuant of an objective method for selection. Random test cost will be paid for by the ICISAT 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 professional.

q. Reinstatement- Refers to the requirements that a person who tested positive for prohibited items and/or substances under the ICISAT 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 as 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 a 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 (Benzoyllecgonine)	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 to be 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 and will not be eligible to register as applicant for referral 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 and will not be eligible to register as applicant for referral 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 a 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 and will not be eligible to register as applicant for referral 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, the Union and 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 for 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 Applicants 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 if outside Kentucky, call 800-626-7024; within Kentucky call 800-242-7076.

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. 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.

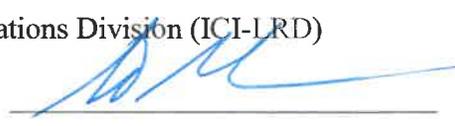
b. The contribution to the ICI SAT Program shall be deposited each month, or at regular intervals as may be determined by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD), to the depository designated by Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and such contributions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

c. The activities shall be determined by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and shall be financed from the payments provided for herein. The Employer expressly ratifies and adopts the ICI SAT policy. By execution of this

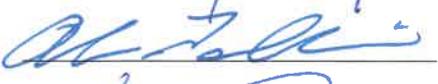
Agreement, the employer ratifies all actions taken by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) within the scope of its authority.

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 Abuse Testing Program has been ratified, signed and sealed as of 7-7-23, by the International Union of Operating Engineers, Local 181.

<u>W.L. dph cfr</u> _____	_____
 _____	_____
<u>William Deaton</u> _____	_____

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 Prospective 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 181 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.

