

HIGHWAY, HEAVY RAILROAD AND  
UNDERGROUND UTILITY CONTRACTING

AGREEMENT

ORIGINAL

between

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

and

TEAMSTERS JOINT COUNCIL NO. 69

April 1, 2022, to March 31, 2027

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AGREEMENT  
between  
INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD)  
and  
TEAMSTERS JOINT COUNCIL NO. 69

PREAMBLE

This Agreement is made and entered into on the date hereinafter set forth, by and between the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) hereinafter referred to as the "ICI-LRD", acting as negotiating agent on behalf of Division members specifically authorizing these negotiations, as evidenced by a list thereof attached hereto, and subject to ratification by a majority of these members who have authorized the ICI-LRD to bargain with the Teamsters Joint Council No. 69, as well as any other member of the ICI-LRD who shall hereafter authorize the ICI-LRD to bargain with the Teamsters Joint council 69, the said members and/or their successors, being hereinafter referred to as the "Employer", and the Teamsters Joint Council No.69 hereinafter referred to as the "Teamsters Joint Council 69", acting as negotiating agent on behalf of all Local Unions, as affiliated with the Teamsters Joint Council No. 69, including, but not limited to Local No. 135, Local No. 215, Local No. 364, and Local No. 414 of the Teamsters Joint Council No. 69, affiliated with the International Brotherhood of Teamsters, the said Local Unions being hereinafter referred to as the "Union".

**Section 1.** The membership of the ICI-LRD, as bound by this Agreement, is composed of numerous contractors engaged in the work as set forth in ARTICLE 2 of this Agreement in the State of Indiana, all of whom may employ persons to work in job classifications covered by this Agreement. The membership of the Council is composed of various Local Unions of the International Brotherhood of Teamsters, heretofore mentioned, all of which Local Unions represent employees of various Employer-members of the ICI-LRD, which employees work in job classifications covered by this Agreement.

**Section 2.** Recognizing that separate collective bargaining by and between each Local Union of the Council and individual contractor-member of the ICI-LRD would involve only those employees of one contractor-member represented by the Union, the parties realize and recognize that the result thereof could be the creation of numerous separate collective bargaining agreements with various and sundry standards of wages, hours and working conditions. This, in turn, could create a situation which might tend to prevent contractors from competing for available work on the basis of like labor costs and might also tend to create inequities and inequalities among employees doing the same type of work in the same area. In order to avoid such undesirable circumstances, but primarily for the purpose of achieving the uniformity and stabilization, as much as possible, of wage rates and working conditions in that part of the State of Indiana covered by this Agreement, the parties hereto desire and intend this Agreement to be an area multi-employer, multi-union negotiated Agreement, established for the classes of employees involved, who work in the same area and on the work covered by this Agreement, of identical wages, hours and working conditions, regardless of the contractor for whom they work or the Local Union which represents them, except only as herein provided.

**Section 3.** As a means of accomplishing the objective and purposes heretofore stated, the ICI-LRD has been authorized to negotiate, subject to ratification by a majority vote of authorizing members, the terms and provisions of this Agreement for and on behalf of its active members who have authorized the ICI-LRD to bargain with the Teamsters Joint Council No. 69 and its affiliated Locals, and the Teamsters Joint Council 69 has likewise been authorized to negotiate the terms and provisions of this Agreement for and on behalf of the Local Unions affiliated with it.

**Section 4.** This Agreement is negotiated on behalf of the Employers by the ICI-LRD, but it is agreed and understood that said ICI-LRD shall, in no event, be bound as principal in any manner for breach of this contract by any Employer, except as may be hereinafter provided.

**Section 5.** This Agreement is negotiated on behalf of the Unions by the Teamsters Joint Council 69, but it is agreed and understood that said Teamsters Joint Council 69 shall in no event, be bound as principal in any manner for any breach of this contract by any Union, except as may be hereinafter provided.

**Section 6.** It is further agreed that the liability of each Employer and the liability of each Local Union shall be several, and not joint.

## **ARTICLE 1 RECOGNITION**

**Section 1.** The ICI-LRD, and/or any individual Employer, agrees to recognize the Teamsters Joint Council No. 69, and/or its successors in any capacity whatsoever, as the sole and exclusive multi-union collective bargaining representative for and on behalf of all employees working on the job classifications covered by this Agreement.

**Section 2.** The Teamsters Joint Council 69, and the Local Unions affiliated therewith, agree to recognize the ICI-LRD as the sole and exclusive multi-employer collective bargaining representative for its active members who have authorized said ICI-LRD to bargain with Teamsters Joint Council No. 69 and its affiliated Locals for all work covered by this Agreement.

**Section 3.** It is understood that, in order to insure orderly procedure in the administration of the terms of this Agreement, the ICI-LRD and the Teamsters Joint Council 69 shall be fully authorized and empowered to act for and on behalf of the Local Unions and the ICI-LRD, that is, its ICI-LRD active members who have authorized the said ICI-LRD to bargain with the Teamsters Joint Council 69, and to bind them by actions taken in connection with this Agreement.

**Section 4.** So there will be no misunderstanding in the coverage and administration of this Agreement, any person who draws wages from the Employer for work covered by this Agreement, or any owner-driver operating or driving his own vehicle, and/or the driver operating such vehicle, hauling directly for, or leased directly to the Employer, shall be considered to be an employee of the Employer.

## ARTICLE 2

### SCOPE - COVERAGE

**Section 1.** This Agreement covers all highway construction, etc., as set forth in this ARTICLE 2, in the State of Indiana, except for work performed in Lake and Porter Counties; and no modification, amendments, riders, supplements or sub-agreements shall be executed or applicable with respect to such construction in the State of Indiana, unless such are approved and issued by the ICI-LRD and Teamsters Joint Council 69.

**Section 2. WORK COVERED.** This Agreement shall cover the following classifications of work:

(a) **HIGHWAY CONSTRUCTION** shall include construction, modification, additions or repairs of roads and streets and construction incidental thereto; alleys, guard rails, landscaping, fences, parkways, parking areas, parking lots, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways; sewers, water lines and underground utilities incidental to the above defined construction. Airports, as used herein, shall mean airports and flight strips, grading, drainage, and paving, exclusive of building construction.

(b) **HEAVY CONSTRUCTION, RAILROAD CONTRACTING AND UNDERGROUND UTILITY CONTRACTING** shall include the construction, or modification, or addition, or repair of railroad construction projects, railroad bridges, grade separations involving a railroad, pile driving, piers, abutments, retaining walls, viaducts, pedestrian tunnels, subways, track elevation (excluding new elevated railroads), underground utility lines, elevated highways, drainage projects, sanitation projects, (excluding sewage disposal plant projects), aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, sewers, water lines, water supply projects, water power development, hydroelectric development, transmission lines, locks, dams, dikes, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed, 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.

(c) The hauling of construction materials to, from and on the job site by the Employer, including all subcontractors, trucking companies who contract with the Employer, and all owner-operators who contract with, lease, or rent to the Employer for the hauling of such materials.

(d) This Agreement shall include all employees transporting materials, including stockpiling and/or performing work in classifications covered in ARTICLE 9. It is understood that no part of this subparagraph (d) shall include the hauling of materials to a job covered by this Agreement by any Employer or anyone else not signatory to this Agreement, but shall include any work performed in actual construction covered by this ARTICLE 2, and if any such construction work is performed by one other than the Employer herein defined, then such actual construction work shall be considered as subcontracted by the Employer herein in accordance with the pertinent provisions of this

Agreement. This Section 2 (d) shall become effective on all work on which a bid is submitted after May 1, 1971.

(e) EXCEPTION ...This Agreement shall not apply to buildings.

### **ARTICLE 3 UNION SECURITY**

**Section 1.** All present employees of an Employer who are members of a Local Union affiliated with the Teamsters Joint Council 69 on the effective date of this Section 1 shall remain members of said Local Union in good standing as a condition of continued employment. All present employees of an Employer, who are not members of a Local Union, and all employees who are hereafter hired by an Employer, shall become and remain members in good standing of a Local Union as a condition of continued employment on and after the eighth (8th) calendar day following the beginning of their employment, or on and after the eighth (8th) calendar day following the effective date of this Section 1, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, as amended, but not retroactively.

**Section 2.** In the event that it may be considered that any employees of an Employer may not be required to comply with Section 1, above, then it is expressly provided and agreed that such employees of an Employer who are members of a Local Union on the effective date of this Section 2 shall remain members of said Local Union in good standing as a condition of continued employment, and in such event as above provided, all present employees of the Employer who are not members of a Local Union, and all employees who are hereafter hired by the Employer, shall become and remain members in good standing of a Local Union as a condition of continued employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this Section 2, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, as amended, but not retroactively.

**Section 3.** The obligation of employees to become members of a Local Union shall be construed to mean and consist of the obligation of such employees to tender and pay, or offer to pay, the applicable uniform initiation fee and uniform and periodic dues to the Local Union involved. Such obligation shall not be construed to require payment to more than one Local Union in any one month. Any controversy or question that develops with respect to which Local Union is entitled to such initiation fee or dues, or with respect to which Local Union an employee should belong, or to which an employee should pay such initiation fee or dues, shall be resolved by the Teamsters Joint Council 69 and notice to such effect shall be given the ICI-LRD, the Employer, the Local Unions and the employee involved.

**Section 4.** In the event of the failure of any employee to pay the uniform initiation fee and/or periodic dues for any one month, as above provided, then, upon written notice from a Local Union to the Employer of such employee to such effect shall obligate the Employer to discharge such employee forthwith. In the event of the failure of any employee to become a member of a Local Union and/or to pay the uniform initiation fee and/or periodic dues, as above provided, then, upon written notice from a Local Union to the Employer of such employee to such effect, and to the further effect that membership in the Local Union was available to such employee on the same

terms and conditions available to other members, shall obligate the Employer to discharge such employee forthwith.

**Section 5.** In the event an Employer has received written notice, as above outlined, and such Employer fails to discharge such an employee for failure to become or remain a member, all as above provided, said Employer shall be considered in direct violation of this Agreement. If the Employer has reason to believe that the Local Union has not complied with the above provisions, then within seventy-two (72) hours after receiving a notice from a Local Union, excluding Sundays and holidays, the Employer shall investigate and meet with the Local Union to adjust or comply with the requirements of such notice. If an adjustment, agreement or settlement is not reached with respect to such a notice within seventy-two (72) hours from the time the Employer received the same, then a Local Union shall have the express right to resort to full economic recourse, such as to strike, picket, etc., in support of its demands, notwithstanding any other provisions in this Agreement; provided, however, that prior to resorting to strike or picketing, the Teamsters Joint Council 69 shall notify the ICI-LRD at least seventy-two hours prior to the strike in order to give the Association an opportunity to discuss the matter with the Employer.

**Section 6.** In the event any of the provisions of the aforementioned Sections 1 to 5 inclusive shall be determined to be inoperative for any reason whatsoever, then the following provisions shall be come immediately in full force and effect, to wit:

- (a) Membership in a Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in a Local Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- (b) Membership in a Local Union is separate, apart, and distinct from the assumption by one of his equal obligations to the extent that he receives equal benefits. A Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of a Local Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- (c) In accordance with the policy set forth under subparagraphs (a) and (b) of this Section 6, all employees shall, as a condition of continued employment, pay to a Local Union, the employees exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of a Local Union, which shall be equal to a Local Union's regular and usual initiation fees and its regular and usual dues. For present employees such payments shall commence eight (8) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start eight (8) days following the date of employment, but in no event earlier than eight (8) days after the execution date or effective date of this Agreement, whichever is later.

**Section 7.** It is understood that the above language of Article 3, Sections 1, 2, 3, 4, 5 and 6 is only effective to the extent it is permitted by Indiana State and Federal law.

## **ARTICLE 4**

### **REPRESENTATION**

**Section 1.** The Business Representative of a Local Union shall have the right and privilege to visit any jobs for the purpose of investigating the work operations of any Employer under this Agreement and/or to enforce the provisions of this Agreement, provided the Business Representative shall use every precaution to avoid delays in the progress of the job. The Employer recognizes the right of a Local Union to designate a Job Steward and Alternate Steward to handle such Local Union business as may from time to time be delegated to them by a Local Union.

**Section 2.** In the instance where a job is being performed by an Employer within the confines of a government or private area, then the Employer shall make reasonable effort to make provisions for permitting access to such job site by the Business Representative of the Local Union involved.

## **ARTICLE 5**

### **SUBCONTRACTING**

**Section 1.** The Employer may hire or contract for the use of operated trucks, be they from a fleet owner, another contractor or an owner-driver, provided they do not replace his regular employees, where he has the necessary equipment available, it being understood that an Employer has the right to move equipment to the jurisdiction of another Local Union as long as such equipment is actually used in the jurisdiction of another Local Union.

**Section 2.** A subcontractor shall mean any person, firm, or corporation, other than a single owner- driver, who agrees with an Employer or with a subcontractor of an Employer, to perform any part or portion of the construction work covered by this Agreement or any part or portion of "on site" work on a construction project.

**Section 3.** No Employer will subcontract any work that is covered by this Agreement to any subcontractor that does not pay his employees at least an amount equal to the cost of wages and fringe benefits set forth in this Agreement. It shall be the responsibility of the Employer signatory hereto to have and obtain documents acceptable to the Union showing the wages and costs of fringe benefits paid by a subcontractor to its employees.

**Section 4.** In the event an Employer signatory hereto violates this Article, or in the event an Employer signatory hereto does not obtain wage benefit cost information acceptable to the Union within forty-eight (48) hours after the request therefore, the Union may commence a lawsuit against the Employer, notwithstanding any other provision in this Agreement. If a lawsuit is commenced against the individual Employer, the Union shall be entitled to both injunctive relief and damages as awarded by the court.

**Section 5.** Hauling of construction materials on the job site with dump trucks must be done by a contractor who is signatory to a written collective bargaining agreement with the Union or is willing to become signatory.



## **ARTICLE 6**

### **WORK PRESERVATION**

**Section 1.** Notwithstanding anything else contained in this contract, the Employer and the Union agree that historically, and as a matter of clear and consistent practice, the work of operating trucks loaded with materials, from any source, where such trucks either dump into or connect with a spreader box to get materials on a roadbed has always been covered by this contract.

**LETTER OF UNDERSTANDING** concerning work preservation: (SEE MEMORANDUM OF UNDERSTANDING attached.)

## **ARTICLE 7**

### **SAVINGS CLAUSE (WORK PRESERVATION)**

**Section 1.** In the event that during the term of this contract any Employer or individual files any sort of charge, any grievance, any litigation or any sort of claim, contending there is anything invalid or illegal about any provision of this contract, the Teamsters Joint Council 69 reserves the right to notify all individual signatory contractors of the opening of specified provisions of this contract for negotiations. Said provisions can be any and all clauses specified by the Teamsters Joint Council 69 and negotiations are required to commence within ten (10) days of the notice. Negotiations may continue for up to thirty (30) days with respect to all clauses specified by the Teamsters Joint Council No. 69, and at the end of said period, absent agreement, the Teamsters Joint Council No. 69 has the right to go on strike and engage in all other legal and economic recourse in support of its demands.

## **ARTICLE 8**

### **PRE-JOB CONFERENCE**

**Section 1.** There shall be a pre-job conference between the Employer and the Business Representative of the Local Union in whose territory the work is to be performed. Questions concerning the application of this Agreement shall be resolved at this meeting. It is the responsibility of the Employer to notify the Union of a pre-job conference when he has a job in the jurisdictional area of the Union.

**Section 2.** The Employer subletting any portion of a job shall notify the Union and have a pre-job conference at which pre-job conference all Employers shall affirm that all sub- contractors will be in compliance with ARTICLE 5 of this Agreement. If an Employer refuses to meet for a pre- job conference, he shall forfeit all of his rights to the grievance procedure set forth in this Agreement, and the Local Union shall have the right to strike and picket said Employer, the provisions of the no- strike clause in this Agreement notwithstanding.

**Section 3.** The Employer subletting any portion of a job shall notify the Local Union of such subletting and the identities of such subcontractor or subcontractors, and the Employer shall affirm that all subcontractors will be in compliance with ARTICLE 5 of this Agreement.

**Section 4.** In the event the Local Union, through its Business Representative, and the Employer are unable to reach agreement, the issue shall be referred, within five (5) days, to the Teamsters

Joint Council No. 69 and the ICI-LRD to settle the dispute and their joint decision shall be final and binding on all parties concerned.

**Section 5.** When a project or job is within the territory of more than one (1) Local Union, the determination of the division of employees for representation purposes shall be made by an agreement between the Local Unions and the Employer or Employers involved. In the event the Local Unions and the Employer or Employers are unable to reach such an agreement, the issue shall be referred, within five (5) days, to the Teamsters Joint Council No. 69. The Teamsters Joint Council No. 69 shall meet with the Employer or Employers involved and/or the ICI-LRD to settle the dispute and their joint decision shall be final and binding on all parties concerned.

**Section 6.** When an Employer fails to meet for a pre-job conference, after notification by the Employer in accordance with Section 1 above, he automatically forfeits his right to the grievance procedure, and at the commencement of the job or work covered by this Agreement, the Local Union involved may resort to a strike and picketing of the Employer, the provisions of the no-strike clause contained in ARTICLE 15 of this Agreement notwithstanding; provided, however, that prior to resorting to strike or picketing, the Teamsters Joint Council No. 69 shall notify the ICI-LRD at least seventy-two (72) hours prior to said strike in order to give the ICI-LRD an opportunity to discuss the matter with the Employer.

## ARTICLE 9 WAGES AND JOB CLASSIFICATIONS

	<u>WAGES PER HOUR</u>				
	<u>4/1/22</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Drivers on Single Axle Straight Trucks	\$32.17	\$33.02	\$33.86	\$34.69	\$35.52
Drivers on Single Axle "Dog Legs"	\$32.27	\$33.12	\$33.96	\$34.79	\$35.62
Drivers on Tandem Trucks or "Dog-Legs"	\$32.27	\$33.12	\$33.96	\$34.79	\$35.62
Drivers on Tandem Trucks over 15-ton payload	\$32.37	\$33.22	\$34.06	\$34.89	\$35.72
Drivers on Tandem "Dog-legs" Trucks	\$32.42	\$33.27	\$34.11	\$34.94	\$35.77
Drivers on Single Axle Semi Trucks	\$32.37	\$33.22	\$34.06	\$34.89	\$35.72
Drivers on Farm Tractors hauling material	\$32.37	\$33.22	\$34.06	\$34.89	\$35.72
Drivers on Tri-Axle Trucks	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82
Drivers on Tandem Axle Semi Trucks	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82
Drivers on Tandem-Tandem Semi Trucks	\$32.52	\$33.37	\$34.21	\$35.04	\$35.87
Truck Leadman (see footnote 1.)					
Drivers on equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tornarockers, Acey Wagons, or similar equipment 12 cu. yds. and under	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82
Over 12 cu. yds.	\$32.52	\$33.37	\$34.21	\$35.04	\$35.87
Employers truck mechanics and welders on work covered by this Agreement as defined in ARTICLE 2	\$32.52	\$33.37	\$34.21	\$35.04	\$35.87
Drivers on Mobile Mixer Trucks	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82

Drivers on Mixer Trucks, all types	\$32.37	\$33.22	\$34.06	\$34.89	\$35.72
Drivers on Single Axle Fuel Trucks	\$32.17	\$33.02	\$33.86	\$34.69	\$35.52
Drivers on Tandem Axle Fuel Trucks	\$32.32	\$33.17	\$34.01	\$34.84	\$35.67
Drivers on Single Axle Water Trucks	\$32.22	\$33.07	\$33.91	\$34.74	\$35.57
Drivers on Tandem Axle Water Trucks	\$32.32	\$33.17	\$34.01	\$34.84	\$35.67
Drivers on Semi Water Trucks	\$32.42	\$33.27	\$34.11	\$34.94	\$35.77
Drivers on Sprinkler Trucks	\$32.42	\$33.27	\$34.11	\$34.94	\$35.77
Drivers on Heavy Equipment-Type Water	\$32.42	\$33.27	\$34.11	\$34.94	\$35.77
Over 5,000 gallons	\$32.52	\$33.37	\$34.21	\$35.04	\$35.87
Drivers on Trucks Pulling Tilt-Top Trailer:					
Single Axle	\$32.37	\$33.22	\$34.06	\$34.89	\$35.72
Tandem Axle	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82
Tri-Axle	\$32.52	\$33.37	\$34.21	\$35.04	\$35.87
Drivers on Low-Boys, Single Axle	\$32.37	\$33.22	\$34.06	\$34.89	\$35.72
Drivers on Low-Boys, Tandem Axle	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82
Drivers on Low-Boys, Tandem-Tandem Axle	\$32.52	\$33.37	\$34.21	\$35.04	\$35.87
Drivers on Low-Boys, Tandem-Tri-Axle	\$32.57	\$33.42	\$34.26	\$35.09	\$35.92
Drivers on Low-Boys, Tri-Quad Axle	\$32.72	\$33.57	\$34.41	\$35.24	\$36.07
Drivers on Bituminous Distributors, Two-Man	\$32.32	\$33.17	\$34.01	\$34.84	\$35.67
Drivers on Bituminous Distributors, One-Man	\$32.42	\$33.27	\$34.11	\$34.94	\$35.87
Drivers on Semi-Bituminous Distributors (See Footnote 2.)					
Drivers on truck-mounted Pavement Breakers	\$32.37	\$33.22	\$34.06	\$34.89	\$35.72
Drivers on Winch Trucks or A-Frames when					
for transportation purposes	\$32.27	\$33.12	\$33.96	\$34.79	\$35.62
Drivers on Batch Trucks, wet or dry:					
3 (34E) batches or less	\$32.17	\$33.02	\$33.86	\$34.69	\$35.52
over 3 (34E) batches	\$32.27	\$33.12	\$33.96	\$34.79	\$35.62
Drivers on Tri-Axle Batch Trucks	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82
Drivers on pickup trucks shall be employees					
within the bargaining unit covered by this					
agreement when hauling tools, materials and					
supplies, parts, and equipment, to and from and					
on the job site, except when used by Employer					
supervisory personnel for their own					
transportation or workmen, or the transportation					
of a workman and his tools on the job site, or for					
the use of a mechanic for the transportation of					
himself, his tools and repair parts	\$32.02	\$32.87	\$33.71	\$34.54	\$35.37
Helpers, Greasers, Tire men, Warehouseman					
-job site, and employees tending batch boards	\$32.57	\$33.42	\$34.26	\$35.09	\$35.92
Acey Wagon up to and including 3 buckets	\$32.57	\$33.42	\$34.26	\$35.09	\$35.92
Acey Wagons over 3 buckets	\$32.67	\$33.52	\$34.36	\$35.19	\$36.02
Drivers on Quad-Axle Truck	\$32.67	\$33.52	\$34.36	\$35.19	\$36.02
Drivers on Articulating Dump	\$32.67	\$33.52	\$34.36	\$35.19	\$36.02
Drivers on Wrecker	\$32.02	\$32.87	\$33.71	\$34.54	\$35.37
Grease and Maintenance Truck for servicing					
equipment covered by this Agreement on					
work covered by this Agreement:					
Single Axle Truck	\$32.17	\$33.02	\$33.86	\$34.69	\$35.52
Tandem Axle Truck	\$32.27	\$33.12	\$33.96	\$34.79	\$35.62
Tri-Axle Truck	\$32.47	\$33.32	\$34.16	\$34.99	\$35.82
Teamster- Laborer Combination Man	\$33.77	\$34.62	\$35.46	\$36.29	\$37.12
All Trucks pulling pups (See Footnote 3.)					

- (a) All maintenance, repair work or mechanical work performed on the job site on the equipment covered by this Agreement shall be done by employees covered by this Agreement.
- (b) Where more than one type of equipment is operated by an employee in one (1) working day, he shall be paid for the whole day at the highest rate applicable to the equipment used that day.
- (c) Wage rates for equipment not listed above will be negotiated by the ICI-LRD and the Teamsters Joint Council No. 69 within twenty (20) days from the date of notification by either the ICI-LRD or the Teamsters Joint Council No. 69 of the request for negotiations with rates to be effective as of the date such equipment was first put into use.

If a wage rate is not agreed upon by the ICI-LRD and the Teamsters Joint Council No. 69, the equipment will be taken out of service at the end of the twenty (20) day period. An individual Employer violating this procedure is subject to any and all economic and legal recourse the Union wishes to use, notwithstanding the provisions of ARTICLE 15 of this Agreement.

**Footnote 1.** A driver assigned by the Employer to direct or inform other drivers what to do shall be designated as working Truck Leadman and his compensation shall be at the rate of Fifty Cents (\$ .50) per hour above the rate of equipment he is operating.

**Footnote 2.** Drivers on Semi-Bituminous Distributors shall be paid Ten Cents (\$ .10) per hour above the applicable semi rates.

**Footnote 3.** All trucks pulling pups - Twenty-five (\$ .25) per hour above the rate of pay for the power unit.

**Footnote 4.** A Local Union and Employer may agree to a number of combination men, if any, and the details of employment at the pre-job conference for a job within the Local Union's jurisdiction.

## ARTICLE 10 INDUSTRY ADVANCEMENT FUND

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

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

**Section 3.** The activities of the ICIAF shall be determined by the ICIAF Committee and shall be financed from the payments herein provided for. The Employer expressly ratifies and adopts the ICIAF Policy Statement. The Employer expressly 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 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 attorneys' fees, incurred by the 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.

## **ARTICLE 11 SAFETY TRAINING EDUCATIONAL FUND**

**Section 1.** Beginning April 1, 2022, each Employer agrees to pay the Indiana Teamsters Safety Training and Educational Trust Fund Fifty Cents (\$ .50), for duration of contract, for each hour worked by each employee (capped at Fifty (50) hours per week for each employee) working under this Agreement. This benefit is payable for all combination men, including those who chose Laborers benefits.

**Section 2.** Drivers who are new and have no experience driving commercial trucks on construction jobsites, shall be paid a probationary rate of 80%/hour for their first construction season (calendar year) and during their first Thirty (30) days they shall have no seniority, and may be sent back to the Hall without recourse to the Agreement's grievance and arbitration provisions if the employer is dissatisfied with the probationary employee's operation of a commercial truck. This initial Thirty (30) day period can be extended an additional Thirty (30) days of no seniority, with mutual agreement

## **ARTICLE 12 WORKING HOURS AND OVERTIME**

**Section 1.** (a) Employees shall be paid one and one-half (1 1/2) times the applicable rate of wages for all hours worked in excess of eight (8) hours per day and/or forty (40) hours in any week, Monday through Friday. There shall be no pyramiding of overtime.

(b) Employees shall be paid in accordance with the following provisions:

(i) Employees shall report every workday unless otherwise notified by quitting time the previous day, or as agreed to at the pre-job conference, and shall receive two (2) hours' pay at the straight-time rate for reporting. However, the employee may be required to remain on the job for the two (2) hour period to perform whatever nonproductive work may be assigned to him. If he starts nonproductive work and exceeds the two (2) hour period, he shall be guaranteed four (4) hours. If he exceeds the four (4) hours, he shall be guaranteed eight (8) hours. If he starts productive work, he shall be paid for four (4) hours. If he works over four (4) hours, he shall be

paid for eight (8) hours. If a rain or snowstorm starts during the workday, the guarantee shall be two (2) hours, four (4) hours, six (6) hours and eight (8) hours.

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

(c) Regular time shall be paid to all employees required to work through their meal periods.

(d) Employees who work on Saturday shall be paid time and one-half (1 1/2) at the applicable rate.

(e) The following holidays together with Sundays, shall be considered as legal holidays: Labor Day, New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day, or days observed as such. When work is done on any of those days, it shall be paid for at the rate of double time.

(f) If there is only one (1) shift and that shift is working at night (this is not a 2 or 3 shift job) then a One Dollar and Fifty cents (\$1.50) per hour premium shall be added to the base truck rate paid to each employee applied to each hour worked.

(g) Work may be performed in shifts at the election of the individual Employer, but in no case for less than three (3) consecutive working days. The starting time for a two-shift job may be designated by the Employer and the regular rates shall prevail.

The starting time on a three-shift job shall be 8:00 A.M., which shall be regarded as the first shift on the calendar day. Where two or more shifts are worked, five (5) days of seven and one-half (7 1/2) hour shifts from Sunday midnight to Friday midnight shall constitute a regular week's work. Any time worked in excess of regular shift hours shall be paid for at one and one-half (1 1/2) times the basic hourly rate of wages.

(h) If an employee is required to report at a location other than his initial reporting location in any given day, he will be paid travel pay at the applicable rate of pay for the time traveling between reporting locations when he is not operating Employer equipment.

(i) When employees, who are sent for equipment, parts, or other material are compelled to stay overnight in performance of their assigned duties, they shall receive reimbursement for food and lodging upon presentation receipted bills for same.

(j) This Agreement shall not apply to superintendents, master mechanics, non-working foremen, watchmen, timekeepers, ticket writers, and/or clerks, except those employees working pursuant to ARTICLE 21 of this Agreement.

**Section 2.** At the pre-job conference, the Employer will designate Option A (eight (8) hours per day workweek) or Option B (ten (10) hours per day workweek). Option B may only be used on jobs where the other major crafts are working under Option B.

Each start shall constitute the use of ten (10) hour workday option. The contractors shall be allowed a maximum of four (4) straight-time starts Monday through Friday. Time and one-half (1 1/2) shall be paid for all workdays after the four (4) starts have been used.

On the ten (10) hour workday, the contractor will pay the overtime after ten (10) hours per day or

forty (40) hours per week. The employee will be paid for two (2) hours for show-up at the straight-time rate. When the employee starts to work, he shall be paid for five (5) hours.

If the employee works more than five (5) hours, the employee shall be paid for ten (10) hours worked. If a rain or snowstorm causes the job to be shut down, five (5), eight (8), or ten (10) hours may become the guarantee.

So, there is no misunderstanding, employees who work on Saturday shall be paid one and one-half (1 1/2) times the applicable rate. Employees who work on Sunday or legal holidays shall be paid double time.

Ten (10) Hour Option B  
Examples

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
10 (start)	10 (start)	10 (start)	10 (start)	OT	OT
10 (start)	10 (start)	10 (start)	2 Show-up	8 (start)	OT
			Rain	2 OT	
2 show-up	10 (start)	10 (start)	10 (start)	8 (start)	OT
Rain				2 OT	
10	5	2	10	10	OT
(1 start)	(2 start)	3 Show-up	(3 start)	(4 start)	
5	8	5	10	OT	OT
(1 start)	(2 start)	(3 start)	(4 start)		

### ARTICLE 13 OWNERS - DRIVERS - EMPLOYEES

**Section 1.** Any owner-driver operating or driving his own vehicle and/or driver operating such vehicle, hauling directly for, or leased directly to the Employer shall be considered an employee of the Employer under this Agreement and shall be included within the terms and conditions of this Agreement. Separate checks shall be issued by the Employer (a) for the equipment service and (b) for the driver's wages. No deduction shall be made from the equipment service check to compensate a driver for any other monetary provisions contained in this Agreement. Wage checks of an owner-driver and of the driver operating the equipment of an owner-driver shall be itemized.

**Section 2.** The minimum service rate per hour for equipment shall be as follows:

	<u>04/01/17</u>
Single Axle Straight Trucks	\$18.85
"Dog-Legs", Single Axle	\$21.35
Tandem Trucks	\$24.30
Tandem "Dog Legs"	\$26.05
Tri-Axle Trucks	\$29.50
Tandem Axle Semi Trucks	\$29.50
Tandem-Tandem Semi Trucks	\$31.50

**Section 3.** It is further agreed that the intent of this clause and this entire Agreement is to assure

the payment of the Union scale of wages as provided in this Agreement, and to prohibit the making and carrying out of any plan, scheme, or device to circumvent or defeat the payment of wage scales provided in this Agreement.

**Section 4.** The Employer shall have the sole right to determine the kind, type, or mechanical condition of such trucks as may be required.

**Section 5.** Trucks performing utility work or non-production work to be negotiated locally.

## **ARTICLE 14 SENIORITY**

**Section 1.** Seniority rights for employees shall prevail as hereinafter set forth. Seniority shall be broken only by discharge, voluntary quit, or more than one (1) year layoff for employees with a home base seniority. In the event of a layoff, an employee so laid off shall be given ten (10) days' notice of recall from the date of notice received by the employee by either certified mail at his last known address or by telephone if the Employer can personally reach the employee by telephone. Further, the employee must contact the Employer within three (3) days after receipt of either mail or personal phone notice and advise the Employer as to his availability for recall, which cannot be inconsistent with the above ten (10) days' provision, provided, that if the employee cannot be reached by the Employer by calling his last known telephone number, the Employer may start to work the next senior employee without violating any provisions of this Agreement. In the event an employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

### **DEFINITIONS**

"Principal Office" is defined as the office where company (corporation, partnership, etc.) headquarters are located.

"Home Base" is defined as the office where the Employer dispatches or assigns employees for its daily construction operations on a continuing basis.

"Project" is defined as a particular site of construction for a particular owner.

The Employer shall establish seniority lists for employees assigned to home base(s) in the area of jurisdiction where company's principal office is located. The Employer may establish home bases outside the area of jurisdiction where his principal office is located. When an Employer establishes such home base(s), the Employer shall notify the Local Union where the home base is being established and Employer will also notify the Union that has jurisdiction where the company's principal office is located.

Where Employer has more than one home base within the geographical jurisdiction of a Local Union, the application of seniority shall be by mutual agreement between the Union and the Employer and reduced to writing. Employees hired for a particular project will gain home base seniority unless otherwise agreed by the Union and the Employer.

**Section 2.** Seniority shall prevail among employees of the Employer within the area of jurisdiction of the Local Union where the Employer has his principal office or home base. Seniority shall also prevail among employees of an Employer in areas outside of the jurisdiction



of the Local Union where the Employer has his principal office or home base on project-by-project basis, for the duration of a particular project, as set forth in the Sections below.

So, there is no misunderstanding, the parties' intent in writing this Section is that if an Employer completes a project and later returns to an area outside the principal office or home base of the Employer to work or start a new project, the Employer shall not be obligated to recall employees who worked on a previously completed project.

**Section 3.** The Employer agrees when performing work in the jurisdiction of another Local Union, the first employee working under this Agreement shall be from the Local Union which has jurisdiction in which the work is being performed and shall hold top seniority for all purposes irrespective of the thirty percent (30%) ratio as outlined below.

An Employer must take to work in the jurisdiction of other Local Union, according to their seniority, up to thirty percent (30%) of his employees working on "company" owned equipment, who are willing to go to work in the jurisdiction of other Local Unions, where the company does not have its principal office or home base(s) for the purpose of performing a project or projects. Those thirty percent (30%) who go shall have among themselves seniority in accordance with their seniority standing with their home base. Such employees as described above shall hold top seniority except as provided elsewhere in this ARTICLE 14. Seniority shall prevail among employees of the Employer outside the jurisdiction of the Local Union where his home base(s) on a project basis in accordance with Sections 2, 4, 5, 6, and 7 of this ARTICLE 14.

The foregoing provisions of this Section 3 do not apply to a full-time employed mechanic of the Employer. The full time employed mechanic of the Employer shall be permitted to work in any Local Union covered by this Agreement.

In the event an agreement in writing can be reached and executed at a pre-job conference between an Employer and a Local Union in whose jurisdiction the work is to be performed, the above-mentioned thirty percent (30%) may be increased to another but definite agreed percent. In the pre-job conference, the Local Union will give sincere consideration to the first man on the job when specialized equipment of operations are involved.

**Section 4.** Employees shall acquire seniority after performing work on eight (8) days in any consecutive forty-five (45) day period with seniority to be effective as of the first day the employee worked during such period. The employee shall not be terminated arbitrarily to avoid seniority. Employee shall be probationary until employee has worked eight (8) days.

A current seniority list with names and dates of hire will be posted by the Employer in a conspicuous place on his premises and a copy sent to the Local Unions involved.

## **Section 5.**

- (a) Employees shall be put to work daily in accordance with their seniority. However, the employee must demonstrate to the satisfaction of the Employer his qualification to operate the equipment to be manned.
- (b) When an Employer has two or more jobs within the jurisdiction of the same Local Union where Employer has established home base and one of the jobs is delayed for two (2)

days or more, a senior employee from the delayed job shall have the right to exercise his seniority on one of the other jobs after the second day and in accordance with Section 1.

- (c) When an Employer has two (2) or more projects within the jurisdiction of a Local Union where Employer does not have a home base, there shall be no bumping between projects until a particular project is completed, then employees may exercise their seniority rights.

**Section 6.** For day to day operating purposes, layoff and recall purposes, there shall be two (2) separate seniority lists to the extent an Employer has employees in each of such two (2) categories; namely, (1st) a separate seniority list for drivers of "company" owned equipment, (2nd) a separate seniority list for owner-operators, drivers for an owner-operator, owner-driver and drivers of equipment owned by fleet owners. What has been known as a driver for an owner-operator shall be a fleet driver. There shall be no bumping from one seniority list to another seniority list. "Company" owned equipment shall not be taken out of service but shall be required to be operated by the Employer, if any employees on the "company" owned equipment seniority list are available for work. Employees with seniority on the "company" owned equipment seniority list shall be put to work and continue to work during any time that like or similar work is being performed on the job site by other employees, including employees of the subcontractor; and provided further, the "company" owned equipment shall not be taken out of service while any owner-operator, or owner-operator equipment or driver of any leased equipment, or driver of any subcontractor or fleet owner may still be on the payroll of the Employer; provided, however, that as to the (2nd) seniority list above described, and regardless of such (2nd) seniority list, the Employer shall have the sole right to determine the kind or type of trucks or equipment as may be required.

**Section 7.** When it becomes necessary to reduce working force, the last employee hired in his respective category shall be laid off first, and when the forces are again increased, the employees in their respective categories are to be returned to work in reverse order in which they were laid off.

**Section 8.** Any Employer abuse of the project seniority clause shall give the right to the Joint State Grievance Committee to revoke project seniority.

**Section 9.** This language applies to Local 135 only.

Effective April 1, 1999, all current employees will be grandfathered with their seniority time as of that date. Any new hires after that date will have individual job site seniority or home base seniority which will run from January 1st through December 31st of each year.

After April 1, 1999, job site seniority or project seniority will be for that job only, even though that job or project may last more than one year.

A current seniority list with names and dates of hire will be posted by the Employer in a conspicuous place on his premises and a copy sent to the Local Union involved.

All employees hired prior to April 1, 1999, will be on the seniority list until they terminate their employment by leaving the company or retirement.

**Section 10.** This language applies to Local 215, Local 364, Local 414, and Local 716.

Effective April 1, 2004, all current employees will be grandfathered with their seniority time as of that date. Any new hires after that date will have individual job site seniority or home base seniority which will run from January 1st through December 31st of each year.

After April 1, 2004, job site seniority or project seniority will be for that job only, even though that job or project may last more than one year.

A current seniority list with names and dates of hire will be posted by the Employer in a conspicuous place on his premises and a copy sent to the Local Union involved.

All employees hired prior to April 1, 2004, will be on the seniority list until they terminate their employment by leaving the company or retirement.

### **LETTER OF UNDERSTANDING**

It is understood between the Indiana Constructors, Inc. (now Highway, Heavy, and Utility Division - ICA, Inc.) and the Indiana Conference of Teamsters (now Teamsters Joint Council No. 69) that examples of the negotiated intent of ARTICLE 14, section 6, is as follows:

1. Employees of contractor may not bump employees of sod, fence, guard rails, barricades, etc., subcontractor.
2. Contractor has twenty (20) employees hauling sub-base, blacktop, etc., and ten (10) trucks of subcontractor, owner-operator, fleet owners, etc., are also hauling, then drivers of subcontractor, owner-operator, fleet owners, etc., shall not work unless contractor's employees are also working.
3. Employee with single axle truck hauling aggregate to sub-surface drainage is not entitled at the end of his workday to force his Employer to utilize him and the single axle truck on another phase of work on the job site such as subcontractor, owner-operators, fleet owners, etc., hauling sub-base, asphalt, etc.

These examples are not all inclusive but an attempt to resolve the day-by-day problems on the job site.

S/Robert W. Gast

INDIANA CONSTRUCTORS, INC. (now Highway, Heavy, and Utility Division - ICA, Inc.)

S/Loran W. Robbins

INDIANA CONFERENCE OF TEAMSTERS (now Teamsters Joint Council No. 69)

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

**Section 1.** There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the parties to this Agreement relative to settlement of grievances, unless such is expressly authorized in some other Article of this Agreement. If the difference of opinion or dispute cannot be adjusted promptly between the Steward representing the Local Union, and the foremen, representing the Employer, such difference of opinion or dispute shall be referred to and considered by a representative of the Employer and the Business Representative of the Local Union. It is agreed that in the case of disputes or grievances where parties to this Agreement fail to agree, the following procedure will apply.

**Section 2.**

- (a) The ICI-LRD and the Teamsters Joint Council No. 69 shall create a Joint State Grievance Committee, which shall consist of an equal number appointed by the ICI-LRD and the Teamsters Joint Council No. 69, but no less than three (3) from each group. The ICI-LRD and the Teamsters Joint Council No. 69 shall adopt and publish for their respective membership, rules of procedure to govern the conduct of the Joint State Grievance Committee. These Rules of Procedure shall be considered part of this Agreement. Amendment of these procedural rules may be made by the ICI-LRD and the Teamsters Joint Council No. 69 upon recommendation of the Joint State Grievance Committee. This Joint State Grievance Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions or employees or Employers within the jurisdiction of the Teamsters Joint Council No. 69.
- (b) Where the Joint State Grievance Committee, by a majority vote, settles a dispute, a decision will be final and binding on both parties. Notwithstanding any other provision in this Agreement to the contrary, in the event either party fails to abide by a decision of the Joint State Grievance Committee, then either party shall be permitted all legal and economic recourse, including the right to strike and picket the Employer to enforce the decision. This Section does not apply to ARTICLE 5.
- (c) It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement shall be referred, at the request of any party at any time, for final decision to the Joint State Grievance Committee after first being processed by the Local Union and the company.
- (d) In the event that the Joint State Grievance Committee is unable to resolve the grievance and deadlocks, the grievance may be taken to arbitration by either party upon written notice to the other given within ten (10) working days of the answer of the Joint State Grievance Committee. In the event that such notice is given by either party, that party shall request the Federal Mediation and Conciliation Service to submit a list of five (5) names of individuals who are available to act as arbitrators. If the parties are unable to agree upon one of the individuals so named, the parties shall strike names from the list until one (1) individual remains. The

Federal Mediation and Conciliation Service shall then be requested to appoint the remaining individual as arbitrator. The decision of the arbitrator shall be final and binding on both parties. The arbitrator's decision must be rendered as soon as reasonably possible. The expenses of the arbitrator shall be borne equally by the parties.

**Section 3.** All grievances must be filed within fifteen (15) days after their occurrence.

## **ARTICLE 16 PROTECTION OF RIGHTS**

**Section 1.** It shall not be a violation of this Agreement, and it shall not be cause of discharge or discipline, if any employee or employees refuse to go through the primary picket line of any Local Union or any other union, nor shall the exercise of any rights permitted by law be a violation of this Agreement.

**Section 2.** If any provision contained herein is held to be invalid or inoperative, the other provisions of this Article shall, nevertheless, remain in full force and effect. It is the intention of the parties hereto to comply with all applicable provisions of state or federal law. All provisions of this Article shall be complied with unless any such provisions shall be declared invalid or inoperative by any tribunal of competent jurisdiction. In such event, the Union or the Employer may, at its option require renegotiation of such provision for the purpose of adequate replacement thereof, reserving the right of legal and economic recourse in the event agreement cannot be reached in such renegotiations. The Teamsters Joint Council No. 69 agrees that, in the event the Employer becomes involved in a controversy with any other union, the Teamsters Joint Council No. 69 will do all in its power to help effect a fair settlement.

## **ARTICLE 17 GENERAL CONDITIONS**

**Section 1.** When equipment is moved from one job site to another job site, the employees on the job from which the equipment is being moved shall not be excluded from moving equipment that is not moved by the Employer's low-boy driver.

**Section 2.** The Employer shall maintain time and pay records at the Employer's place of business showing compliance with the terms of this Agreement.

**Section 3.**

- (a) The Employer may discharge an employee only for just cause. In the event of a discharge, the Employer shall give a written notice of discharge to the employee stating the reason(s) for discharge within five (5) days of the discharge, and a copy of the same to the Union affected; provided, however, that should an employee be discharged, the employee may protest the discharge within five (5) days after receipt of written notice, excluding weekends, and the protest shall come under ARTICLE 15, GRIEVANCE PROCEDURE.

(b) For an infraction which alone may not warrant discharge, the Employer shall give the employee a written warning notice of complaint within ten (10) days of the infraction, with a copy of the same going to the Union affected. Said warning notice shall remain valid for a period of one hundred eighty (180) days from the date of issuance. Repeat of such infraction or failure to satisfactorily correct the conduct complained of within such one hundred eighty (180) day period may justify further disciplinary action which may include discharge.

**Section 4.** At no time will a truck or trailer be loaded or unloaded unless the driver is there to assist said work, except storage trailers dropped for an indefinite period of time in an inactive state of the job site.

**Section 5.** It is understood that on the job site of some length, vendor may fuel equipment that is grouped and may not fuel individual pieces parked all over the job site.

## **ARTICLE 18 INSURANCE AND SAFETY**

**Section 1.** The Employer agrees that he (or it) will carry Workmen's Compensation Insurance on all employees as defined and covered by this Agreement, and will carry Public Liability and Property Damage Insurance, or required proof of Public Liability and Property Damage Insurance, covering all equipment. The Employer shall also pay the Old Age and Survivors Insurance taxes, as required by law, on all employees as defined and covered herein, and shall contribute to the Unemployment Compensation Fund of the State of Indiana, as required by law.

**Section 2.** Employees shall immediately or not later than at the end of their workday report all defects of equipment. Such reports shall be made on suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. No employee may be required to drive or operate any equipment which is unsafe, overloaded, or in faulty condition.

**Section 3.** The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of employment. Protective devices on equipment necessary to properly protect employees from injury, as now provided by law, shall be provided for by the Employer.

**Section 4.** The Employer agrees that the employees will not be required to violate speed and traffic laws set by the city, county, or state authorities. The Union agrees that it will not be a party to establishing a slow-down of transportation equipment, and should such condition arise, do everything possible to eliminate same. The Union further agrees that the employees shall cooperate with the Employer in keeping the equipment operating in an efficient manner.

**Section 5.** When a driver is fined because of overloaded (including maximum weights or load distribution) or faulty equipment, the Employer shall pay all fines assessed against the employee, including time lost. Expenses will be reimbursed provided the employee follows the instructions of the Employer.

**Section 6.** Physical examination requirements shall be complied with by all employees and the total cost for such exams shall be paid for by the Employer. The doctor may be designated by the Employer. In addition, the Employer shall, upon request, furnish the employee with equipment in which to take his Commercial Driver's License test.

## **ARTICLE 19 WORK ASSIGNMENTS**

**Section 1.** The Employer agrees to respect the jurisdiction of the Union, and shall not direct or require employees, or persons other than those covered by this Agreement to perform work which is recognized as the work of employees under this Agreement, or work covered by this Agreement, provided there are Union employees available to perform the work. It is the intent of this ARTICLE 19 that no previously assigned equipment remains idle due to the unavailability of the assigned Union employee.

## **ARTICLE 20 JURISDICTIONAL DISPUTES**

**Section 1.** Any dispute arising from a question of jurisdiction shall be settled between the Business Representative of the Local Unions involved, if possible. Failure of a settlement in this manner, the same shall be submitted to the Teamsters Joint Council No. 69 for final settlement.

If a dispute arises concerning jurisdiction between Local Unions of different International Unions, it shall be settled, if possible, between the Business Representatives of the Local Unions involved. Failure of settlement in this manner, same shall be submitted to International Unions of claimants for final settlement.

## **ARTICLE 21 MAINTENANCE OF STANDARDS**

**Section 1.** The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the execution of this Agreement, except where such standards may be in conflict with existing law, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the employer or the Local Union in applying terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. No other Employer shall be bound by the voluntary acts of one Employer when such employer may exceed the terms of this Agreement.

**ARTICLE 22**  
**HEALTH AND WELFARE**  
**INDIANA TEAMSTERS HEALTH BENEFITS FUND**

**Section 1.** Effective April 1, 2022, health and welfare contributions shall be paid into the Indiana Teamsters Health Benefits Fund by each Employer for each employee at the rate of Five Hundred Ten Dollars and Eighty Cents (\$510.80) per week or Twelve Dollars and Twenty-Five Cents (\$12.25) per hours worked.

**Section 2.** Effective April 1, 2023, health and welfare contributions shall be paid into the Indiana Teamsters Health Benefits Fund by each Employer for each employee at the rate of Five Hundred Twenty-Two Dollars and Eighty Cents (\$522.80) per week or Twelve Dollars and Fifty-Five Cents (\$12.55) per hours worked.

**Section 3.** Effective April 1, 2024, health and welfare contributions shall be paid into the Indiana Teamsters Health Benefits Fund by each Employer for each employee at the rate of Five Hundred Thirty-Four Dollars and Eighty Cents (\$534.80) per week or Twelve Dollars and Eighty-Five Cents (\$12.85) per hours worked.

**Section 4.** Effective April 1, 2025, health and welfare contributions shall be paid into the Indiana Teamsters Health Benefits Fund by each Employer for each employee at the rate of Five Hundred Forty-Six Dollars and Eighty Cents (\$546.80) per week or Thirteen Dollars and Fifteen Cents (\$13.15) per hours worked.

**Section 5.** Effective April 1, 2026, health and welfare contributions shall be paid into the Indiana Teamsters Health Benefits Fund by each Employer for each employee at the rate of Five Hundred Fifty-Eight Dollars and Eighty Cents (\$558.80) per week or Thirteen Dollars and Forty-Five Cents (\$13.45) per hours worked.

**Section 6.** It is the intention of the parties, of course, that the Health and Welfare Fund shall continue to be operated in strict conformance with Section 302(c) of the Labor -Management Relations Act of 1947, as amended.

**Section 7.** In addition to wages and provisions set forth in ARTICLE 9, 10, 11, 12, and 13 and other benefits provided for in this Agreement, the Employer shall contribute the contribution in Section 1, 2, 3, 4 and 5 hereinabove for each employee after thirty (30) calendar days from the hire date so long as the new employee has not worked under an Agreement that has the Indiana Teamsters Health Benefits Fund within the preceding twelve (12) months. If the new employee has worked under an Agreement that has the Indiana Teamsters Health Benefits Fund in the preceding twelve (12) months, the employer shall start paying the contribution for said employee after seven (7) calendar days; provided, however, when certain Locals have jurisdiction in other states touching Indiana and they have Employers that are contributing in other Health and Welfare Funds, it is agreed that said Locals and Employers may maintain such practice.

If Employer remits into the Indiana Teamsters Health Benefits Fund when they have been instructed at the pre-job conference that employees are under another coverage, it shall be a violation of this Agreement, and the charging Local shall exercise economic recourse after seventy-two (72) hour written notice, by certified mail, has been given to insure the Employer does remit into proper insurance plan in order to keep employees covered.



**Section 8.** By the execution of this Agreement, the ICI-LRD is authorized by the Employers to enter into an appropriate Trust Indenture and Plan necessary for the administration of the aforementioned Health and Welfare Fund, and to designate the Employer Trustees under such Trust Indenture and Plan to take all steps necessary for participation in such Fund in accordance with the Trust Indenture and Health and Welfare Plan and the rules and regulations of the Trustees, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

- (a) By the execution of this Agreement by the ICI-LRD, the Employer adopts and agrees to abide by the Trust Indenture and Health and Welfare Plan as well as the benefits thereunder, as established through collective bargaining as foresaid.

**Section 9.** If an employee is absent because of illness or off-the-job injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four weeks. If the contributing Employer is on an hourly basis, then the Employer shall continue to make the required contribution for fifty (50) times the hourly contribution rate each week for a period of up to four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work or has been released for work. However, such contributions shall not be paid for a period of more than six (6) months.

**Section 10.** There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more.

**Section 11.** Contributions to the Health and Welfare Fund must be computed weekly and paid each four (4) or five (5) week period as designated in report and remittance forms for the Health and Welfare Fund, on each regular, part-time or extra employee, even though such regular, part-time or extra employee may work only part-time including weeks where no work is performed unless such regular, part-time or extra employee is laid off and given separation papers. There shall be a ten percent (10%) penalty for Health and Welfare contributions not paid by the twelfth (12th) of the month following the close of a reporting period; provided, however, that the individual Employer has the option of depositing contributions in advance on an estimated basis, for which he will be given credit and his account credited and from which he may ask for a refund in case there is an overpayment. Notwithstanding anything herein contained, it is agreed that in the event any Employer becomes delinquent in the payment of his contributions to the Health and Welfare Fund provided for in this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the President of the Local Union shall have given seventy-two (72) hours written notice to the Employer of such delinquency in Health and Welfare payments shall have the right to take such action as they deem necessary, including, but not limited to, the following:

- (1) Refraining from work, strike and picketing until such delinquent payments are made, and or
- (2) Commencing a lawsuit to collect the delinquencies. In the event that strike and picketing activity takes place, the Employer shall be responsible to the employee for losses resulting therefrom including wages for lost time, Health and Welfare and Pension contributions, etc. In the event a lawsuit is commenced to collect the delinquencies, the Employer shall be responsible for all attorney fees and all

other costs of collection, such as court costs.

Any Local Union or the Health and Welfare Fund itself has the right to conduct an audit of the payroll records of any contributing Employer for the purpose of verifying the accuracy of contributions to the Health and Welfare Fund. In the event any Employer refuses to permit a Local Union or the Health and Welfare Fund to conduct an audit within seventy-two (72) hours from receipt of such a request, by certified mail, the Local Union may commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible to the employees for losses resulting from such strikes and picketing activity, including wages for lost time, Health and Welfare and Pension contributions, etc.

If the Employer has obtained written permission from a Local Union to use a combination man (member of two crafts), the employee will designate which Health and Welfare program he wants, and the Employer shall furnish forms to the employee for such designation of funds. In order for such form to become effective, a copy of it must be filed with the Local Union from whom the Employer has obtained written permission to use that particular employee as combination man. If the employee signs such a form and it is properly filed with the Local Union, then the employee shall only be covered by the designated Health and Welfare program, and the Employer shall not have to pay into the program that has not been selected. If the Employer fails to get the forms signed and properly filed, the Employer shall be required to contribute into the Health and Welfare Fund set forth herein.

**Section 12.** The Employer and Union recognize and accept their joint responsibility to comply with the health insurance continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and shall cooperate, so all parties are in compliance.

**Section 13.** If, during the life of this Agreement, the Employer is required by law or otherwise to increase its pension and/or health and welfare contributions provided in this Agreement, such increase(s) shall be offset throughout the life of this Agreement by a reduction of an equal amount from the wages component provided in Article 9.

**Section 14.** All Employers will have the opportunity to choose the hourly or weekly contribution rate paid into the Indiana Teamsters Health Benefits Fund for the life of the Agreement. Further, the Employer's choice of either the hourly or the weekly health and welfare contribution rate will apply to all covered Employees employed by that Employer performing work under this Agreement.

### **LETTER OF UNDERSTANDING**

It is agreed between the Indiana Conference of Teamsters (now Teamsters Joint council No. 69) and Indiana Constructors, Inc. (now Highway, Heavy, and Utility Division - ICA, Inc.) that in order to resolve the two (2) state health and welfare problem with the jurisdiction of Teamsters Local 135, Terre Haute, Indiana as follows:

- (1) A member of Teamsters Local 135 may request of their Employer and Teamsters Local 135 that health and welfare contributions due under the labor agreement be submitted to the Illinois Health and Welfare Plan.

- (2) The Employer shall not be required to submit more than the then current weekly contribution required by the labor agreement.

This Agreement may be re-negotiated or terminated upon request of either the Indiana Conference of Teamsters (now Teamsters Joint council No. 69) or Indiana Constructors, Inc. (now Highway, Heavy, and Utility Division - ICA, Inc.).

S/Charles V. Kahl  
INDIANA CONSTRUCTORS, INC. (now Highway, Heavy, and Utility Division - ICA, Inc.)

S/John R. Marshall  
INDIANA CONFERENCE OF TEAMSTERS (now Teamsters Joint Council No. 69)

## **ARTICLE 23**

### **PENSION**

**Section 1.** Employers that are contributing, on behalf of their employees performing work covered by this Agreement (or its predecessor), to the Central States Southeast and Southwest Areas Pension Fund (Central States Pension Fund) immediately prior to the effective date of this Agreement shall continue contributing to said Fund for the entire term of this Agreement.

Employers that are contributing, on behalf of their employees performing work covered by this Agreement (or its predecessor), to the Indiana Teamsters Pension Fund immediately prior to the effective date of this Agreement shall continue contributing to said Fund for the entire term of this Agreement. Employers that are contributing, on behalf of their employees performing work covered by this Agreement (or its predecessor), to some other pension fund immediately prior to the effective date of this Agreement shall continue contributing to said fund for the entire term of this Agreement. Employers that become signatory to this Agreement for the first time during the term of this Agreement shall contribute to the pension fund that is agreed upon and set forth in the document that is signed by that Employer and the Teamsters Joint Council No. 69, at the rates provided for herein. The use of the term "appropriate Pension Fund" in this Article 23, as applied to any Employer, shall mean the Pension Fund to which such Employer contributes in accordance with the provisions of this Section 1.

**Section 2.** Effective April 1, 2022, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Sixty-Three Dollars and Ninety Cents (\$163.90) per week or Four Dollars and Ninety-Eight Cents (\$4.98) per hour. Central States Pension Fund Contributions are always at the weekly rate.

**Section 3.** Effective April 1, 2023, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Seventy Dollars and Fifty Cents (\$170.50) per week or Five Dollars and Eighteen Cents (\$5.18) per hour. Central States Pension Fund Contributions are always at the weekly rate.

**Section 4.** Effective April 1, 2024, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Seventy-Seven Dollars and Thirty Cents (\$177.30) per week or Five Dollars and Thirty-Nine Cents (\$5.39) per hour. Central States Pension Fund Contributions are always at the weekly rate.

**Section 5.** Effective April 1, 2025, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Eighty-Four Dollars and Forty Cents (\$184.40) per week or Five Dollars and Sixty-One Cents (\$5.61) per hour. Central States Pension Fund Contributions are always at the weekly rate.

**Section 6.** Effective April 1, 2026, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Ninety-One Dollars and Eighty Cents (\$191.80) per week or Five Dollars and Eighty-Three Cents (\$5.83) per hour. Central States Pension Fund Contributions are always at the weekly rate.

**Section 7.** In addition to the wages and provisions set forth in ARTICLES 9, 10, 11, 12, and 13, and other benefits provided for in this Agreement, the Employer shall contribute the contributions as set forth in Section 2-6, above for each covered new employee after thirty (30) calendar days from hire date (calendar days, not working days) so long as the new employee has not worked under an Agreement that has Central States, Indiana Teamsters Pension Fund, and/or 716 Pension within the preceding twelve (12) months. If new employee has worked under an Agreement that has Central States, Indiana Teamsters Pension Fund, and/or 716 Pension in the preceding twelve months, the employer shall start paying contributions for said employee after seven (7) calendar days.

**Section 8.** An exception to the obligation to pay into the appropriate Pension Fund exists for certain Locals who have jurisdiction in other states touching Indiana, and employees covered by pension funds in those states may have their contributions sent into those plans by the Local Union having the proper forms signed at the pre-job conference with the Employer. The names of the people affected shall be given to the Employer.

**Section 9.** When the Employer has been instructed at the pre-job conference that employees are under another coverage, it shall be a violation of this Agreement and the charging Local shall exercise economic recourse, after the seventy-two (72) hour written notice has been given, to insure that the Employer does remit into the proper pension fund in order to keep the employees covered.

**Section 10.** By the execution of this Agreement, the ICI-LRD is authorized by the Employers to enter into appropriate Trust Indenture and Participation Agreement, and/or other documents as required by the appropriate Pension Fund, and the ICI-LRD is also authorized to take all steps necessary for participation in such pension funds for the Employers, each Employer hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority with respect to the appropriate Pension Fund.

**Section 11.** By the execution of this Agreement by the ICI-LRD, the Employer adopts and agrees to abide by the Trust Agreement and Plan of the appropriate Pension Fund.

**Section 12.** If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work or has been released for work. However, such contributions shall not be paid for a period of more than twelve (12) months.

**Section 13.** There shall be no deduction from equipment rental of owner-drivers by virtue

of the contributions made to the appropriate Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

**Section 14.** Contributions to the appropriate Pension Fund must be computed weekly and paid each four (4) or five (5) week period, as designated in the report and remittance forms for the appropriate Pension Fund. Contributions must be made on each regular, part-time, or extra employee, even though such regular, part-time, or extra employee may work only part-time under the provisions of this Agreement, including weeks in which no work is performed, unless such regular, part-time, or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

**Section 15.** Legal action for delinquent contributions may be instituted by the Local Union, the Teamsters Joint Council No. 69, or the Trustees of the appropriate Pension Fund. Any Employer who is delinquent in pension fund contributions must also pay all attorneys' fees and costs of collection.

**Section 16.** Notwithstanding anything herein contained it is agreed that in the event any Employer becomes delinquent in the payment of its contributions to the appropriate Pension Fund provided for in this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the President of the Local Union shall have given seventy-two (72) hours written notice, by certified mail, to the Employer of such delinquencies in pension payments, shall have the right to take such actions as they deem necessary including but not limited to, the following: (1) refraining from work, strike and picketing until such delinquent payments are made, and/or (2) commencing a lawsuit to collect the delinquencies. In the event that strike, and picketing activity takes place, the Employer shall be responsible to the employees for losses resulting therefrom, including wages for lost time, health and welfare and pension contributions, etc. In the event a lawsuit is commenced to collect delinquencies, the Employer shall be responsible for all attorney fees and all other costs of collection, such as court costs.

**Section 17.** Any Local Union or the appropriate Pension Fund itself has the right to conduct an audit of the payroll records of any contributing Employer for the purpose of verifying the accuracy of contributions to the appropriate Pension Fund. In the event any Employer refuses to permit a Local Union or the appropriate Pension Fund to conduct an audit within seventy-two (72) hours from receipt of such a request, by certified mail, the Local Union may commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible to the employees for losses resulting from such strike and picketing activity, including wages for lost time, health and welfare and pension contributions, etc. The "appropriate pension fund" shall only be the Pension Fund where the particular employer has agreed to make contributions in accordance with the provisions of Section 1 of this Article 23. If the Employer has obtained written permission from a Local Union to use a combination man (member of two crafts), the employee will designate which pension program he wants, and the Employer shall furnish forms to the Employee for such designation of funds. In order for such form to become effective, a copy of it must be filed with the Local Union from whom the Employer had obtained written permission to use that particular employee as combination man. If the employee signs such a form and it is properly filed with the Local Union, then the employee shall only be covered by the designated pension program, and the Employer shall not have to pay into the program that has not been selected. If the Employer fails to get the forms signed and properly filed, the Employer shall be required to contribute into the pension fund set forth in his

contract with the Teamsters Joint Council No. 69.

**Section 18.** If, during the life of this agreement, the Employer is required by law or otherwise to increase its pension and/or health and welfare contributions provided in this Agreement, such increase(s) shall be offset throughout the life of this agreement by a reduction of an equal amount from the wages component provided for in ARTICLE 9.

**Section 19.** All Employers will have the opportunity to choose either the hourly or weekly contribution rate for their payments to the appropriate Pension Fund under this ARTICLE 23 for the life of the Agreement, except that Employers contributing to the Central States Pension Fund must pay the weekly contribution rate. The Employer's choice of either the hourly or the weekly Pension Fund contribution rate will apply to all covered Employees employed by that Employer performing work under this Agreement.

## **ARTICLE 24 INDIANA TEAMSTERS QUALIFIED SAVINGS PLAN TRUST**

**Section 1.** The employer hereby agrees to accept and be bound by the terms and conditions of the Indiana Teamsters Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such Plan Rules and Regulations that may be established from time to time, provided said Trust Agreement and Plan Rules and Regulations are established and maintained in accordance with applicable State and Federal laws and Regulations and that such Plan or Fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to accept as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer further agrees to pay contributions into said Plan or Fund as defined below.

4-1-2022	\$.50 per hour for each hour worked
4-1-2023	\$.75 per hour for each hour worked
4-1-2024	\$1.00 per hour for each hour worked
4-1-2025	\$1.25 per hour for each hour worked
4-1-2026	\$1.50 per hour for each hour worked

**Section 2.** It is mutually agreed by the Parties to this Agreement that the Indiana Teamsters Qualified Savings Plan Trust shall be established and maintained as a defined contribution plan rather than as a defined benefit plan, as defined under the terms of ERISA. Accordingly, contributing Employers shall have no liability to said Plan or Fund beyond the obligation to make such contribution payments as set forth in Section 1 of this Article 24 and of the Agreement and Declaration of Trust of the Indiana Teamsters Qualified Savings Plan Trust, as amended from time to time.

**Section 3.** If the Employer has obtained written permission from a Local Union to use a combination man (member of two crafts) and said employee has designated he wants Laborers Benefits, the Employer does not have to make the contributions listed above for said employee.

## **ARTICLE 25 LEAVE OF ABSENCE**

**Section 1.** Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall

be for ninety (90) days and may be extended for like periods. Permission for extensions must be secured from both the Local Union and Employer. During the period of leave of absence, the employee shall not engage in gainful employment in the same industry in classification covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority right for the employee involved.

**Section 2.** There shall be a leave of absence given on request to any employee not receiving twenty-three (23) hours of work Monday through Friday of any week, provided that such request is made in writing by the employee within forty-eight (48) hours after the employee received the paycheck representing less than twenty-three (23) hours of work. This leave of absence shall be granted and has to be signed by the Employer and the Union.

**LETTER OF UNDERSTANDING** concerning loss of license: (See MEMORANDUM OF UNDERSTANDING attached.)

## **ARTICLE 26 EMPLOYEE**

**Section 1.** So there will be no misunderstanding in the coverage and administration of this Agreement, any person who draws wages from the Employer for work covered by this Agreement, or any owner-driver operating or driving his own vehicle, and/or the driver operating such vehicle, or the driver of any fleet owner, hauling directly for or leased directly to the Employer, shall be considered to be an employee of the Employer.

## **ARTICLE 27 CHECK-OFF**

**Section 1.** The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions prior to the end of the month for which said deduction is made; provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer. Such written authorization shall conform to and be in accordance with all applicable federal and state laws.

**Section 2.** The Local Union shall certify to the Employer, in writing each month, a list of its members working for the Employer who have furnished to the Employer the required authorization together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

**Section 3.** When an employee who is on check-off is not on payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee has the responsibility to make arrangements with the Local Union to pay such dues.

**Section 4.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters, on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

## **ARTICLE 28 GENERAL PROVISIONS**

**Section 1.** Except as provided in Article 33 this Agreement covers the entire understanding between parties hereto. No oral or written rule, regulation or understanding not incorporated herein will be of any force or effect upon any party hereto.

**Section 2.** Any dispute arising from a question of jurisdiction as between the Local Unions shall be settled between the Presidents of the Local Unions involved, if possible. Failure of a settlement in this manner, the same shall be submitted to the Council for final settlement.

**Section 3.** Employees shall be paid weekly, within six (6) days of the payroll period.

**Section 4.** Where used in this Agreement, the masculine shall include the neuter and feminine genders as the context may require.

## **ARTICLE 29. SUBSTANCE ABUSE TESTING PROGRAM**

- A. Each Employer agrees to pay the Substance Abuse Testing Program (SAT) four cents (\$0.04) per hour for each hour worked or paid for by each employee working under this agreement
- B. The contributions to the SAT Program shall be deposited each month, or at such other regular intervals as may be determined by the Highway, Heavy, and Utility Division - 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. This ICISAT Substance Abuse Testing Program may be amended with mutual agreement.
- C. The Employer hereby agrees that the designated representative of the Association shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of collection including reasonable attorney's fees incurred by the Association.
- D. It is expressly agreed and understood that no Employee, Employer, or Union has any vested or proprietary interest in or right to any sum constituting a part of such Substance Abuse Testing Program.
- E. Each Employer who participates in the ICI SAT Program will be required to contribute to the Indiana Constructors Industry Advancement Fund (ICIIF).



- F. The activities shall be determined by the ICI SAT Program and shall be financed from the payments provided for herein. The Employer expressly ratifies and adopts the ICI SAT policy. By execution of this Agreement, the Employer ratifies all actions taken by the ICI SAT Program within the scope of its authority.
- G. If during the term of this Agreement, positive non-DOT drug and alcohol urinalysis test results are required to be entered into the Federal Motor Carrier Safety Administration's (FMCSA) online clearinghouse database by the FMCSA for each driver who tests positive on a non-DOT test, then this SAT Program will end when that change becomes effective.
- H. The list of prohibited drugs listed in Paragraph IV.1.b will not be changed during the term of this Agreement, unless required by law.

#### **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) calendar 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 ICI SAT Program. A 10-panel Test may include more\_or less than 10-panels based on technology available to the SAMHSA; provided however, the drugs or classes of drugs detected will comply with the ICI SAT Program.
- h. **Incident** - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- i. **"Medical Review Officer (MRO)"** -The MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate positive substance abuse test results together with the individual's medical history and any other relevant biomedical information. The MRO is the individual responsible for receiving laboratory results.
- j. **Not Suitable for Testing** - A urine sample that the Medical Review Officer (MRO) determines as not meeting the requirements for a valid test. After consultation with the employee, a retest may be required.
- k. **Pre-employment test-** Participating contractors may require prospective employees to take a test, per paragraph t., to determine if an applicant qualifies per this program for employment.
- l. **Premises** - All construction job sites for which the Employer has responsibility. This includes all job areas, offices, facilities, land, buildings, structures, and all company vehicles used in the performance of covered work.
- m. **Probable Cause** - Probable cause shall be defined as observable abnormal or erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- n. **Prohibited Items and/or Substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, drug paraphernalia, in the personal possession of or being used by an employee on the premises. Also, prohibited are alcoholic beverages being consumed by an employee on the premises.
- o. **Random Test-** An unannounced test pursuant to an objective method for selection. Random test cost will be paid for by the Indiana Constructors, Inc. Substance Abuse Testing Program (ICI SAT Program).
- p. **Rehabilitation Program** - An Employer approved confidential counseling service, designed to help employees resolve problems that involve alcohol or drug abuse, staffed by certified and credentialed human services professionals.
- q. **Reinstatement** - Refers to the requirements that a person who tested positive for prohibited items and/or substances under the ICI SAT Program must satisfy before he is eligible to return to work.

- r. **Retest** - A second separate test necessitated by an adulterated or intentionally diluted sample, or a test considered not suitable for testing. A retest that is considered 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 (Benzoylecgonine)	150 ng/mL	100 ng/mL
Codeine/Morphine	2000 ng/mL	2000 ng/mL
Hydrocodone & Hydromorphone	300 ng/mL	100 ng/mL
Oxycodone & Oxymorphone	100 ng/mL	100 ng/mL
6-Acetylmorphine	10 ng/mL	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Amphetamines	500 ng/mL	250 ng/mL
Methamphetamine	500 ng/mL	250 ng/mL
MDMA (Ecstasy)	500 ng/mL	250 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	300 ng/mL
Methadone	300 ng/mL	300 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Ethanol (Alcohol)	.04% w/vol	.04% w/vol

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

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

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

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

- 1) Consequence for first Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
  - 2) Reinstatement: Employee is not eligible for work until he has taken, at his own expense, a 10-panel test, at an approved clinic and the results of this test have been analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b. and the ICI SAT Program Union and Employer have received the certified negative test results.
  - 3) Sporadic Testing of Reinstated Employees: A reinstated employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
- g. Second Positive Test Result: The provisions below apply to an employee who has previously tested positive, and tests positive a second time pursuant to such random testing, sporadic testing, or any other testing under this policy:
- 1) Consequence for Second Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
  - 2) Reinstatement: Employee is not eligible for work until he has, at his own expense been evaluated by an accredited SAP, successfully completed an SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT Program, Union and Employer have received the results of a 10-panel test, a copy of the letter written by the SAP and a copy of the rehabilitation program successful completion letter, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
  - 3) Sporadic Testing of Reinstated Employees: A reinstated employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
- h. Third and Additional Positive Test Results: The provisions below apply to an employee, who tests positive three or more times pursuant to such random testing, sporadic testing, or any other testing under this policy:
- 1) Consequence for third and Additional Positive Test Results: The employee is subject to immediate termination upon notice to the Employer by the MRO, of the positive test result and he will not be eligible for reinstatement for a period of six (6) months from date of the positive test.
  - 2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed 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 workplace 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) workdays. If the split sample tests positive, then the employee shall be subject to immediate termination.

Drug and alcohol testing will be conducted by an accredited laboratory, and may consist of either blood or urine tests, or both, as required. Blood tests (for drugs and alcohol) will be utilized for post-accident investigation only if a urine or breathalyzer test cannot be administered.

## **VI. IDENTIFICATION CARD.**

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

- d. When tested for any reason, the employee may be asked to provide their ICI SAT card to the testing agent.

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

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he may have a substance abuse problem, the Employer may assist in locating a suitable SAP and rehabilitation program for treatment. The Employer will inform the employee that medical benefits may be available under the Health and Welfare Program.

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.



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 employee/Employee

\_\_\_\_\_

Witness

\_\_\_\_\_

Date

\_\_\_\_\_

Time

## **ARTICLE 30 SAVINGS CLAUSE**

**Section 1.** If any provision contained herein is held to be invalid or inoperative, the other provisions of this contract shall, nevertheless, remain in full force and effect. It is the intention of the parties hereto to comply with all applicable provisions of state and federal law. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by any tribunal of competent jurisdiction. In such event, the Council, or the ICI- LRD may at its option, upon giving a twenty (20) day notice, require re-negotiation of such provisions for the purpose of adequate replacement thereof, reserving the right of legal and economic recourse in the event agreement cannot be reached in such re-negotiations.

## **ARTICLE 31 MARKET RECOVERY**

**Section 1.** The purpose of this Article is to assist the contractor in market recovery efforts and to make the contractor more competitive with non-union contractors so as to protect and provide additional work opportunities for union-represented employees.

**Section 2.** The Employer may work employees covered by this Article at no less than eighty percent (80%) of the wages contained herein on work covered by this Article. However, work covered by Davis-Bacon Act is excluded under this Article. In addition, all work to be performed as a market recovery job under this Article must have been previously approved by the Teamsters Joint Council No. 69 prior to such job being bid.

**Section 3.** Work covered by this Article shall be worked by first asking for volunteers on a seniority basis. If the Employer does not have enough volunteers, then he may draft employees for said work, beginning with the least senior employee.

**Section 4.** Saturday work shall be considered a makeup day for those employees performing work under this Article who have not received forty (40) hours of work during the workweek. Senior employees who have passed the chance to work on a market recovery job and who have had an opportunity for forty (40) hours work during the workweek shall not be entitled to bump onto a market recovery job on Saturday or Sunday.

**Section 5.** All work performed under this Article shall be performed by employees covered by this Collective Bargaining Agreement or by a subcontractor who has an agreement with or is willing to and does become signatory to an agreement with the Union.

**Section 6.** The parties will mutually attempt to reach an agreement on a market recovery program with involvement of other crafts within six (6) months after the effective date of this Agreement.

**ARTICLE 32**  
**EFFECTIVE PERIOD**

**Section 1.** Except as provided in ARTICLE 33 this Agreement will cover the period from April 1, 2022, to March 31, 2027.

**ARTICLE 33**  
**TERMINATION NOTICE**

**Section 1.** Except as provided below this Agreement shall become effective as of April 1, 2022 and shall remain in full force and effect until March 31, 2027, and each year thereafter, unless written notice of termination or desired modification is given at least one hundred twenty (120) days prior to the expiration date of March 31, 2027, or March 31st of any subsequent year, whichever is applicable, by either the ICI-LRD or the Teamsters Joint Council No. 69.

In the event that notice is given of termination or modifications as above provided for, then either party may serve written notice upon the other that the parties shall commence negotiations one hundred twenty (120) days prior to such expiration date.

The new agreement effective April 1, 2022, through March 31, 2027, 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 reopen the contract by either party.

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


In witness whereof, the ICI-LRD and the Teamsters Joint Council No. 69 have caused this Agreement to be signed and executed for and on their behalf of their duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD)**  
**One North Capitol, Suite 1000**  
**Indianapolis, IN 46204**

By: 

Date: 4/14/22

**TEAMSTERS JOINT COUNCIL NO. 69**

By: 

Date: 4-20-2022

## **MEMORANDUM O F UNDERSTANDING**

During the 1990 negotiations between the Indiana Conference of Teamsters (now Teamsters Joint Council No. 69) and the Labor Relations Division of Indiana Constructors, Inc. (now Highway, Heavy, and Utility Division - ICA, Inc.), the following modifications and **LETTERS OF UNDERSTANDING** were agreed to as a part of these negotiations.

- I. The proposed new **ARTICLE 11, SAFETY TRAINING EDUCATIONAL AND CHARITABLE FUND**, should provide:

**Section 1.** The ICI-LRD (now Highway, Heavy, and Utility Division - ICA, Inc.) and the Union agree that a Taft-Hartley jointly administered Safety Training Educational and Charitable Fund be established and that each party to this Agreement appoint a Trustee to serve on the Board of Trustees to establish the Fund for the purpose that its name indicates. Such Board shall be comprised of an equal number of Employer and Union Trustees. The Board of Trustees may be expanded pursuant to the Trust Agreement. The Board of Trustees is charged with the responsibility of formulating in writing, the specific and detailed provisions of such Fund.

2. **ARTICLE 7, SAVINGS CLAUSE (WORK PRESERVATION):**

It was relayed during bargaining that the new Savings Clause Article (**ARTICLE 7**) was to be tied specifically to the new Work Preservation Article (**ARTICLE 6**). Consequently, the words of the Savings Clause, "about any provisions of this contract" should be changed to read "about any provision of the Work Preservation Article of this contract".

3. **LETTER OF UNDERSTANDING concerning ARTICLE 6, WORK PRESERVATION:**

The **LETTER OF UNDERSTANDING** concerning the new Work Preservation Article (**ARTICLE 6**) should provide as follows:

It is specifically understood that the use of the term "materials" within the new Work Preservation Article is defined to mean aggregates, dirt, or asphalt materials only, which are dumped into or connected with a spreader box in order that such stone, dirt, or asphalt be placed on a roadbed.

4. **LETTER OF UNDERSTANDING concerning ARTICLE 24, LEAVE OF ABSENCE:**

In regard to **ARTICLE 24, LEAVE OF ABSENCE**, it is understood between the parties that Contractors will give leave of absence consideration to long-term employees who have their driver's license suspended as a result of an event which occurs when an employee is off duty or off the work premises.

LABOR RELATIONS DIVISION OF INDIANA CONSTRUCTORS, INC. (now Highway, Heavy,  
and Utility Division - ICA, Inc.)

S/Gary Stebbins, Chairman

Teamsters Negotiating Committee

INDIANA CONFERENCE OF TEAMSTERS (now Teamsters Joint Council No. 69)

S/John Neal, President

**COMPANIES AUTHORIZING THE INDIANA CONSTRUCTORS, INC. – LABOR  
RELATIONS DIVISION (ICI-LRD)  
TO REPRESENT THEM IN COLLECTIVE BARGAINING NEGOTIATIONS  
WITH  
TEAMSTERS JOINT COUNCIL NO. 69**

Brooks Construction Co., Inc.

Calumet Civil Contractors, Inc.

E & B Paving, Inc.

Earth Images, Inc.

Feutz Contractors, Inc.

Gaunt & Son Asphalt, Inc.

Hi-Way Paving, Inc.

James H. Drew Corporation

Milestone Contractors, L.P.

Milestone Contractors North

Milestone Contractors South

Phend & Brown, Inc.

R. L. McCoy, Inc.

Rieth-Riley Construction Co., Inc.

Slusser's Green Thumb, Inc.

Specialties Company, LLC

The Hoosier Company, Inc.

**RULES FOR PROCEDURE FOR THE  
INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD)  
TEAMSTERS JOINT COUNCIL NO. 69  
JOINT STATE GRIEVANCE COMMITTEE**

The following rules and grievance procedures have been jointly adopted by agreement between the Teamsters Joint Council No. 69 and the ICI-LRD in accordance with ARTICLE 15 set forth in the Collective Bargaining Agreement between said parties.

- Step 1.** The dispute or grievance shall first be handled in accordance with the grievance procedure set forth in ARTICLE 15 of the Collective Bargaining Agreement between the parties.
- Step 2.** If the grievance cannot be resolved by the Company, Employee, Steward and/or Local Union representative the grievance shall be reduced to writing, setting forth the necessary information, with specific reference to the facts involved and shall specify the Article or Articles and Sections of the contract upon which the grievance is based. In cases of discharge, the grievance shall comply with this Step 2, within five (5) days after receipt by the employee of the written notice of reason for discharge, as provided in ARTICLE 17, Section 3 of the Agreement. In all other grievances, the grievance shall comply with this Step 2 within fifteen (15) days after their occurrence.

There shall be maintained by the Teamsters Joint Council No.69 a meeting agenda of the Joint State Grievance Committee. All grievances referred to the Joint State Grievance Committee shall be placed upon this agenda in accordance with the date when the grievance is received by the Teamsters Joint Council No. 69. The Joint State Grievance Committee shall hear the grievance in the order the grievances are placed upon the agenda; provided, in cases of discharge, the grievance shall be placed upon the next scheduled agenda of the Joint State Grievance Committee.

The decisions of the Joint State Grievance Committee shall be based on the language of the contract and the Joint State Grievance committee shall have no authority to add to, subtract from or, in any way, modify the terms of this Agreement or any Agreement made supplemental thereto.

Grievances improperly filed will not be placed on the Joint State Grievance Committee agenda.

- A. The Local Union representative shall send a copy of the grievance, on the appropriate grievance form, to the Employer concerned, and the Executive Director of ICI-LRD and the Chairman of the Union Committee, with one (1) copy to be kept by the Local Union, not later than fifteen (15) calendar days prior to the date of the scheduled Joint State Grievance Committee meeting in order that the Employer, Union and employees can be officially notified of the scheduled meeting date, time and place. Discharge grievances may be added at any time, providing the Employer and the Local Union have agreed and all concerned parties have been properly notified.



B. The ICI-LRD - Teamsters Joint Council No. 69 State Grievance Committee shall have jurisdiction over disputes and grievances involving any signatory companies, their employees and Local Union.

C. Where the Joint State Grievance Committee, by a unanimous or majority vote, settles a dispute or grievance, no appeal may be taken. Such decision shall be final and binding on all parties, including the employees.

D. If a grievance is "not timely filed", it will not be heard by either company personnel or members of the Joint State Grievance Committee. In order to invoke the timeliness rule, the issue of timeliness must be raised by the party at the local hearing.

## **I. REQUEST FOR POSTPONEMENT**

The Joint State Grievance Committee has agreed that any postponement request must be agreed to by the Local Union and the Employer concerned. Both the Union and the Employer are entitled to one postponement by proper notification to the parties concerned. Such request for postponement, when agreed to by the Local Union and the Employer, are to be directed to the Executive Director and the Union Chairman, no later than three (3) days prior to the scheduled meeting.

## **II. PRESENTATION OF GRIEVANCES**

Presentation of grievances for the consideration and a decision by the Joint State Grievance Committee will be as follows:

A. Grievances will be called for hearing by the Joint State Grievance Committee in the same order as they appear on the published meeting agenda, starting first with the held over cases and proceeding to the new cases listed in numerical order.

B. The name of the Company and the Local Union involved will be called as authorized by the Committee. The Employer's representatives, the Local Union representative and the employee involved will enter the committee meeting room to present the grievance for Committee consideration and action.

C. If the Employer or Local Union representative is not present when his case is called, his case is automatically placed last to be heard on the meeting agenda. If either the Employer representative or the Union representative involved willfully fails to appear or refuses to submit or present the grievance for consideration of the Joint State Grievance Committee, the party taking such action or position will automatically lose the grievance by "default".

D. It is agreed that when an employee is discharged by an Employer, and if this individual employee files a proper and timely grievance after all facts of this grievance are considered by the Local Union and a specific request is made by an authorized business representative of the Local Union, to an authorized representative of the Employer and by mutual agreement between the parties, the discharged employee may be permitted to return to work and continue working pending a decision of this grievance by the Joint State Grievance Committee.

E. The Employer (Union, if an Employer grievance) representative will follow by presenting his factual statement and submitting any material required to substantiate his position concerning the particular facts involved in this grievance.

F. The Employer or Local Union representative may then state any additional facts or present other evidence which has reference to this grievance. Also, the employee may make a statement or present any additional evidence which may have specific reference to the facts involved concerning this specific grievance.

G. Members of the Committee may ask the Employer, Local Union representative or employee involved, questions which are important and will be of assistance to the Committee in its deliberation and consideration of this grievance.

H. All statements, questions and factual evidence should be directed and presented to the Chairman and members of the Committee by all parties involved in the grievance.

I. After all factual statements and evidence have been presented by the parties involved, the Chairman will have all parties and principals involved in this particular grievance leave the Committee room during the time that the Committee is discussing the facts and evidence presented and determines a decision on this particular grievance.

J. When a decision has been reached, all parties involved will be asked to return to the Committee room, at which time they will be advised of the final decision of the Committee. Decision rendered by the Joint State Grievance Committee will be put in effect on the date so ordered by the Joint State Grievance Committee. Where a decision grants a monetary settlement to the grievant, record or payment of grievance shall be forwarded to the Local Union at the time of payment. Payment shall be made no later than the second (2nd) regular pay period following the date of the decision.

K. All grievances presented and considered by the Joint State Grievance Committee will be individual factual cases concerning violations, misunderstandings and disputes involving a specified employee, Employer or Local Union operating within jurisdiction of the Joint State Grievance Committee and covered by the Labor Agreement. Therefore, the Committee's decision, in reference to this individual grievance, will be final and binding upon all parties involved in this particular grievance.

### **III. MINUTES OF THE MEETINGS**

Records of each Joint State Grievance Committee meeting shall be taken sufficient to identify the grievance involved, the names of all parties involved who were in attendance and who spoke and the decision of the Joint State Grievance Committee.

### **IV. CONFLICT OF INTEREST**

No member of the Joint State Grievance Committee shall be allowed to sit in judgment of their own cases.

## **V. ARBITRATION**

If the Joint State Grievance Committee is unable to resolve the grievance, the grievance shall be settled by arbitration as provided in the Collective Bargaining Agreement.

**HIGHWAY CONSTRUCTION LOCAL UNIONS  
AFFILIATED WITH THE  
TEAMSTERS JOINT COUNCIL NO. 69**

Teamsters Local Union No. 135  
2829 Madison Avenue  
Indianapolis, Indiana 46225  
Phone: 317/639-3541

Danny L. Barton, President

Teamsters Local Union No. 215  
825 Walnut Street  
P.O. Box 1040  
Evansville, IN 47706-1040  
Phone: 812/424-6471

Charles A Whobrey, President

Teamsters Local Union No. 364  
2405 E. Edison Road  
P.O. Box 6219  
South Bend, Indiana 46660  
Phone; 574/234-6031

Robert R. Warnock, III, President

Teamsters Local Union No. 414  
2644 Cass Street  
Fort Wayne, Indiana 46808  
Phone: 260/483-7159

George Gerdes, Secretary-Treasurer

# DIRECTORY OF LOCAL BY COUNTIES

COUNTY	LOCAL	COUNTY	LOCAL
Adams	414	Lawrence	135
Allen	414	Madison	135
Bartholomew	135	Marion	135
Benton	135	Marshall	364
Blackford	135	Martin	135
Boone	135	Miami	135
Brown	135	Monroe	135
Carroll	135	Montgomery	135
Cass	135	Morgan	135
Clark	135	Newton	135
Clay	135	Noble	414
Clinton	135	Ohio	135
Crawford	215	Orange	135
Daviess	135	Owen	135
Dearborn	135	Parke	135
Decatur	135	Perry	215
DeKalb	414	Pike	135
Delaware	135	Posey	215
Dubois	215	Pulaski	135
Elkhart	364	Putman	135
Fayette	135	Randolph	135
Floyd	135	Ripley	135
Fountain	135	Rush	135
Franklin	135	St. Joseph	364
Fulton	364	Scott	135
Gibson	215	Shelby	135
Grant	135	Spencer	215
Green	135	Starke	135
Hamilton	135	Steuben	414
Hancock	135	Sullivan	135
Harrison	135	Switzerland	135
Hendricks	135	Tippecanoe	135
Henry	135	Tipton	135
Howard	135	Union	135
Huntington	414	Vanderburgh	215
Jackson	135	Vermillion	135
Jasper	135	Vigo	135
Jay	135	Wabash	135
Jefferson	135	Warren	135
Jennings	135	Warrick	215
Johnson	135	Washington	135
Knox	135	Wayne	135
Kosciusko	364	Wells	414
Lagrange	364	White	135
LaPorte	135	Whitley	414

**ADDITIONAL PARTIES  
TO  
AGREEMENT**

The undersigned parties have examined the Agreement between Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and Teamsters Joint Council No. 69 effective April 1, 2022, to March 31, 2027, and by our signatures hereunder attached, we hereby agree to be and are bound by all terms, provisions, and conditions of said Agreement.

\_\_\_\_\_  
(Name of Employer)

\_\_\_\_\_  
(Address of Employer)

\_\_\_\_\_  
(City, State, and Zip Code)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TEAMSTERS JOINT COUNCIL NO. 69**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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